



# **CHHATTISGARH ROAD DEVELOPMENT CORPORATION LIMITED**

## **REQUEST FOR PROPOSAL (RFP)**

**For**

**Selection of Consultant for Preparation of Detailed Project Report (DPR) including Bid Process Management for Modernization and Computerization of Integrated Border Check Posts at 16 (sixteen) locations in the State of Chhattisgarh**

**Managing Director**

**Chhattisgarh Road Development Corporation Limited**

**(A Government of Chhattisgarh Undertaking)**

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

Website : [www.cgrdc.in](http://www.cgrdc.in), email ID : [info@cgrdc.in](mailto:info@cgrdc.in), info.cgrdc@gmail.com, Ph- 0771 - 4043395, Fax 0771-4033242

CIN : U45203CT2014SGC001560

## **DISCLAIMER**

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

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

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

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

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

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

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

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

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## Chhattisgarh Road Development Corporation Limited

3<sup>rd</sup> 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 , 0771 – 4043395

CIN : U45203CT2014SGC001560

### REQUEST FOR PROPOSAL (RFP)

RFP No. 10 /15-16/CGRDC/2015

Raipur, Dated: 22 / 12/2015

Chhattisgarh Road Development Corporation has been assigned the work of Modernization and Computerization of Integrated Border Check Posts at **16 (sixteen)** locations in the State of Chhattisgarh. Chhattisgarh Road Development Corporation Limited Raipur invites proposals from the interested Firms/Companies/organizations for providing consultancy services for Preparation of DPR, including Bid Process Management for Civil Construction, Electrical and Electronic Works of Modernization and Computerization of 16 (sixteen) Integrated Border Check Posts at various locations in the State of Chhattisgarh. Interested Bidders should provide information, demonstrating that they have the required qualifications 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 document Cost of INR 10000.00/- (INR. Ten thousand only) in form of Non-refundable Demand Draft/Bankers cheque in the favor of **Managing Director, Chhattisgarh Road Development Corporation, Limited** of any Nationalized/Scheduled bank, payable at Raipur, Chhattisgarh, must be delivered through Speed/ Registered(A.D.) post on the address as above to reach on or before 10/02/2015 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 | 09/02/2016 (up to 15:00 hours) |
| 2. Last date of Submission of Queries   | 12/01/2016                     |
| 3. Pre Proposal meeting in CGRDC, HQ  | 12/01/2016 at 15.30 hrs.       |
| 4. CGRDC's response to the Queries  | 20/01/2016                     |
| 5. Deadline for submission of Proposals   | 10/02/2015 up to 15.00 hrs.    |
| 6. Opening of Technical proposals   | 10/02/2016 at 16.00 hrs        |
| 7. Pre-Qualification of Applicants  | To be intimated later.         |

Modifications/Amendments/Corrigendum & Response to Queries 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.)



## **SECTION - 1**

# **INTRODUCTION**

## 1. INTRODUCTION

### 1. General

- 1.1 The Chhattisgarh Road Development Corporation Ltd. (CGRDC, herein after referred as "The Authority") invites proposals for engaging Consultancy Services for "Preparation of Detailed Project Report (DPR) including site selection, detailed survey/investigation, land acquisition plans and Bid Process Management for modernization and computerization of 16 integrated Border Check Posts at various locations in the State of Chhattisgarh (herein after referred as "IBCP" or "Project")
- 1.2 The total PWD road in Chhattisgarh is 32232.00 kms, which includes NH, SH, MDR, ODR and Village Road. The category of traffic which uses the roads is from bullock cart to multi axle heavy vehicles. Interstate traffic comprises of various classes of vehicles that enter into the state from the neighboring States of Madhya Pradesh, Maharashtra, Andhra Pradesh, Orissa, Jharkhand and Uttar Pradesh, these vehicles contain goods, which according to state policy may be taxable, as per the directives from the Government from time to time, the permits and papers also require checking by the Transport Department at the existing 16 (Sixteen) locations. Different Departments of Chhattisgarh Government such as Forest, Police, Sales-Commercial Tax, Excise, Transport etc. either realize tax or check the vehicles for overloading / security purpose by erecting temporary / permanent manually operated barriers which not only interrupt free flow of traffic but also causes jam on road sides. Also the goods carrying vehicle are overloaded compared to their defined capacity in Motor Vehicle Act which not only causes pilferage of Government revenue but also causes damage to the roads which is designed for a limited load carrying capacity. Government hence has to spend huge money on maintenance of roads.
- 1.3 The term "Integrated" used in this project broadly means that all concerned Officers/staff of various Govt. departments such as Transport Department, Sales Tax Department, Excise Department, etc will sit under one roof in this Check Post building and will carry out their respective duties/obligations regarding collection of taxes, fines etc and other relevant operations regarding all type of vehicles. Also the data in respect of these vehicles can be shared by all such Check-Posts in the state after their modernization & computerization as proposed. To facilitate road users, it is necessary to create greater transparency in working.
- 1.4 The work of Modernization and Computerization of Integrated Border Check Posts has been assigned to CG Road Development Corporation Limited, Raipur (CGRDC), vide Govt. of C.G., Transport Deptt. Order No.-F5-16/8-परि./2002 Dated 20-04-2015
- 1.5 The State Govt. of Chhattisgarh through its Transport Department has decided for construction of "Modern Computerized Integrated Border Check Posts" at Sixteen (16) locations in the state of Chhattisgarh.



The List of 16 Interstate Border Check Posts and their categories, which are proposed to be Modernized and Computerized are :-

S.No.	Phase	Location	District	Category of Check Post
1.	<b>Phase-I</b>	Patekohra	Rajnandgaon	Major Check Post
2.		Dhanwar	Balrampur	Medium Check Post
3.		Khamharpali	Mahasamund	Medium Check Post
4.		Chilfi	Kabirdham	Medium Check Post
5.	<b>Phase-II</b>	Dhanpunji	Jagdapur	Small Check Post
6.		Konta	Sukma	Small Check Post
7.		Shankh	Jashpur	Small Check Post
8.		Ramanujgang	Balrampur	Small Check Post
9.		Kenwchi	Bilaspur	Small Check Post
10.		Rengarpali	Raigarh	Small Check Post
11.		Bagbahara	Mahasamund	Small Check Post
12.		Bada Manpur	Rajnandgaon	Single Side Check Post
13.		Chota Manpur	Rajnandgaon	Single Side Check Post
14.		Lawakera	Jashpur	Single Side Check Post
15.		Ghutritola	Koriya	Single Side Check Post
16.		Chanti	Koriya	Single Side Check Post

In addition to the above, the scope of the work also includes establishment of the "Central Server" at Raipur.

### 1.6 The Concept

On the growing need of fast traffic movement with the view to attract more highway traffic through the state and for replacement of old conventional barriers by the modernized means, especially in case of Interstate Border Area, the authority proposes a system of “**Modernized and Computerized Integrated Border Check Posts**”, which needs to be designed, to facilitate for clearance / checking of commercial traffic at one station by

- Transport Department
- Forest Department
- Commercial Tax Department
- Excise Department
- Agriculture Department (Mandi)
- Home (Police) Department
- Mining Department

The Interstate Integrated Barriers mainly consist of two segments namely (i) Check Posts Complex and (ii) The Facilities Centre. A detailed break-up of each section is as under:

Check Posts	Facilities Centre
Administrative Building	Dhabas / Eateries
Residential Building	Mechanic shops
Hostel Building	Puncture & Tyre Repair
Truck parking area	Auto spares and servicing facility
Booth with type of pavement	General Merchandise
Rest Houses	Petrol / Diesel Pumps
Storage space	Dispensary / medicine shop
Off shift recreation space	Retiring Dormitories
Impounded material storage	STD / PCO
General Store	Hawking space
Toilets with effective Sewage Disposal	Kiosks/ ATM centres
Canteen	
Weigh Bridge	
Electronic Sensor	
Ware Housing facility	

With this concept, emphasis has been given to smooth flow of traffic movements and to provide better facilities to road users. In addition to it, the Modernized and Computerized Integrated Border Check Posts will certainly enhance the image of the state towards modernization. In the Integrated Border Check Posts, there will be separate lane for LCVs and HCVs and one outer track (green channel) for an uninterrupted movement of personnel and other traffic, which does not require any clearance. Just after the booth, additional lay-byes shall be provided for taking care of additional checks, for want of paper in case of a particular vehicle, in which they can be sideline to avoid traffic jams. The Modernization and Computerization of Integrated Border Check Posts needs to be designed with the individual available space and specific requirement.

- 1.7 CGRDC intends to appoint a Technical Consultant to prepare Detailed Project Report (DPR) and Bid Document Process Management for the Proposed Modernization and Computerization of Interstate Border Check Posts which would broadly consist of construction, supply, commissioning, operations and maintenance of road segment, parking lots/bays, computerized terminal buildings and administrative buildings, godowns, cafeteria, hostel blocks, residential blocks, truck scanners, electronic weigh bridges, video-surveillance through closed circuit television, automatic vehicle identification, diesel generators, computers, hardware, networking including LAN/WAN, electronics and electrical equipments etc. Various options related to the business/financing models for construction/operation and maintenance or both of the IBCP will be required to be studied by the consultant after due consultation with the concerned authorities.
- 1.8 In pursuance of the above, the Authority has decided to carry out the process for selection of Consultant having technical and financial capacity for preparing the Detailed Project Report and Bid Management. The Consultant will develop the

business/financing model and assist the Authority in the bidding process read with the Manual of Standards and Specifications, IRC publications, IRC Manual of specification and standards in conjunction with the relevant Indian Standards, C.G.P.W.D and C.P.W.D. Manuals, Indian Electricity Rules, National Building Organization Manual, National Electrical Code and all the relevant manuals and specifications which are in best practice for such project (the "Manual"). The Consultant shall also prepare the Bid Document in accordance with the Terms of Reference specified at **Section-8** (the "TOR"). The DPRs will be prepared separately for each IBCP and the Bid documents will also be prepared separately or by clubbing, as per directions of the authority.

### **1.9 Request For Proposal**

The Authority invites Proposals (the "Proposals") for selection of Consultant (the "Consultant") who shall prepare a Detailed Project Report including Bid Management for development of the Project. The Detailed Project Report shall include traffic and engineering surveys, land plans and preliminary design/cost estimates of Integrated Modern and Computerized Check Post and Weigh Bridge equipped with video cameras, number plate scanners, automatic barriers, computers, check post buildings, side bays, parking bays, parking space, public utilities, restaurant, workshop, warehouse, networking, computerized system development, safety devices, toll plazas, project facilities etc. required to fulfill all needs of the concerning departments in the State of Chhattisgarh in conformity with the TOR (collectively the "Consultancy") The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

### **1.10 Due diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the proposal by paying a visit to the Authority and the Project Site, sending written queries to the Authority, and attending a pre-proposal conference on the date and time specified in the RFP **Section-1, Clause-1.18**

### **1.11. Availability of RFP Document**

RFP Document can be obtained between 11:00 hrs and 16:00 hrs on all working days on payment of a non refundable fee of Rs. 10000.00 (Rupees Ten Thousand Only) in the form of a Demand Draft or Banker's Cheque drawn on any scheduled bank in India in favour of **“Managing Director, Chhattisgarh Road Development Corporation Limited, Raipur” and payable at Raipur.** The document can also be downloaded from the official website of the Authority ([www.cgrdc.in](http://www.cgrdc.in)). In the case of the Downloaded Information Docket cum RFP, the cost of the RFP document must be submitted along with the proposal in a manner as above.

### **1.12 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").

### **1.13 Brief description of the Selection Process**

The Authority has adopted a two stage selection process (collectively the "Selection Process") in evaluating the proposals. In the first stage, a Technical Evaluation will be carried out as specified in **Section 3, Clause 3.1.** Based on this Technical Evaluation, a

list of short listed applicants shall be prepared as specified in **Section 3, Clause 3.2**. In the second stage, a Financial Evaluation will be carried out as specified in **Section 3, Clause 3.3**. Proposals will finally be ranked according to their Combined Technical and Financial Scores as specified in **Section 3, Clause 3.4**. The first ranked applicant shall be selected for negotiation (the "Selected Applicant") while the second ranked applicant will be kept in reserve.

#### 1.14 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:-

<b>Event Description</b>	<b>Estimated Date</b>
Deadline for Purchasing RFP Document from office or downloading from the website	09/02/2016 (up to 15:00 hours)
Last date of Submission of Queries	12/01/2016
Pre Proposal meeting in CGRDC, HQ	12/01/2016 at 15.30 hrs.
CGRDC's response to the Queries	20/01/2016
Deadline for submission of Proposals	10/02/2015 up to 15.00 hrs.
Opening of Technical proposals	10/02/2016 at 16.00 hrs
Pre-Qualification of Applicants	To be intimated later.

#### 1.15. Pre-Proposal Visit to the Site and Inspection of Data

Prospective applicants are advised to visit the site and review the available data at any time prior to PDD.

#### 1.16. Communications:

(a) All communications including the submission of proposal should be addressed to:

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

(b) The Official Website of the Authority is **www.cgrdc.in**

(C) All communication, including the envelopes, should contain the following information, to be marked at the top in Bold Letters:

**RFP Notice No. .... CGRDC/2015, Dated / 07 /2015.**

**“Selection Of Consultant For Preparation of Detailed Project Report (DPR) For Modernization and Computerization of Integrated Border Check Posts at 16 locations in the State of Chhattisgarh”**

#### 1.17 Mode of Submission:

The Proposal including the cost of RFP must be delivered on address mentioned in **clause 1.16** through Speed/Registered post only before deadline for submission mentioned in clause 1.14 above.

### **1.18 Pre- Proposal Conference**

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

Date : 12/01/2016

Time 15:30 hrs IST

**Venue:** Conference Hall,  
Office of the Managing Director,  
Chhattisgarh Road Development Corporation Ltd.  
3rd Floor, Sirpur Bhawan Campus, Behind Akashvani,  
Civil Lines, Raipur -492001(C.G.)



## **SECTION - 2**

# **INSTRUCTIONS TO APPLICANTS**

## 2. GENERAL

### 2.1 Scope of Proposal

2.1.1. Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the consultancy, it may participate in the selection process either individually or (the "Sole Firm") or as lead member of a consortium of firms of not more than two partners (the "Lead Member") in response to this invitation. The Applicant applying in consortium shall have to submit information regarding technical and financial capacities as per **clause 2.2.2 (A), 2.2.2 (B), 2.2.2 (C) and 2.2.2 (D)** individually as well as for the consortium as a whole means the sole firm or the lead member, as the case may be. The manner in which the proposal is required to be submitted, evaluated and accepted is explained in this RFP.

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

2.1.3. The Applicant shall submit its proposal in the form and manner specified in this RFP. The technical proposal shall be submitted in the prescribed **forms no. 1 to 13 of Section 9** and the financial proposal shall be submitted in the **form 1 to 2 of Section 10**. Upon selection, the applicant shall be required to enter in to an agreement with the Authority in the form specified at **Section 11**

#### 2.1.4. Key Personnel

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

##### (a) Team Leader

Job responsibilities	He will lead, coordinate and supervise the multi-disciplinary team. It will be his responsibility to guide the team in arriving at solutions within the constraints as specified in the TOR.
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##### (b) Deputy Team Leader (Civil)

Job responsibilities	He will be responsible for suggesting the broad layout of Intersections and assessment of traffic forecast on the Project, road safety devices, layout of toll plaza, truck and bus lay byes etc. and related matter and all other civil activities as specified in the TOR.
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**(c) Deputy Team Leader (IT)**

Job responsibilities	He will be responsible for design of software for computerized check post as per design required for all the networking etc. as per the requirement as specified in the TOR.
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**(d) Contract Expert**

Job responsibilities	He will be responsible for drafting the agreement and inclusion of all the required provisions as required for the Projects in consultation with different concerning departments and CGRDC as specified in the TOR.
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**(e) Highway Engineer**

Job responsibilities	He will be responsible to Design all the pavements, engineering surveys, traffic surveys, layout of toll plaza, truck and bus lay byes etc. as specified in the TOR.
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**(f) Financial Analyst**

Job responsibilities	He will be responsible for financial analysis of the project, determination of financial viability and suggest measures to make the project most financially viable. He will also study various business/financial models for construction/operation and maintenance or both, the contemporary work of different states, executed/being executed.
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**(g) Sr. Architect cum Planner**

Job responsibilities	He will be responsible for design and planning of the basic civil amenities (exterior and interior) as per the requirements as specified in the TOR., including designing of structural members.
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**(h) Electrical/Electronics/Electrical cum Electronics Engineer**

Job responsibilities	He will be responsible for all design related to electrical and electronic works, as per the requirements as specified in the TOR.
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**2.2 Conditions of Eligibility of Applicants**

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "Conditions



of eligibility") provided therein. Proposals of only those applicants who satisfy the conditions of eligibility will be considered for evaluation.

**2.2.2 To be eligible for evaluation of its proposal, the applicant shall fulfill the Following:**

- (A) **Technical Capacity:** The Applicant shall have, over the past 5 (Five) years preceding the PDD, undertaken minimum of two eligible assignments, out of which one should be for Integrated Computerized Check Post.
- (B) **Financial Capacity:** The Applicant must have an average annual turnover of ₹ 10.00 Crores (₹ Ten Crores only) for consultancy works in last three financial years preceding the PDD (FY 2014-15, 2013-14 and 2012-13). In case of the consortium of firms, the turnover of all the firms during three years preceding the PDD (FY 2014-15, 2013-14 and 2012-13) should be average ₹ 6.00 Crores (₹ Six Crores) per annum each.

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

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

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

**Note:**

- i) In case of JV, the Lead Partner should fulfill at least 75% of all eligibility requirements and the other partner shall fulfill at least 50% of all eligibility requirements.
- ii) If the applicant firm(s) has/have prepared the DPR/FS projects solely on its own, 100% weightage shall be given. If the applicant firm has prepared the DPR/FS projects as a lead partner in a JV, 75% weightage shall be given. If the applicant firm has prepared the DPR projects as the other partner (not lead partner) in a JV 50% weightage shall be given. If the applicant firm has prepared the DPR/FS projects as an associate, 25% weightage shall be given.
- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all key personnel meeting the requirements as specified in Sub-Clause (D) below:
- (D) **Conditions of Eligibility for Key Personnel:** Each of the key personnel must fulfill the conditions of eligibility specified below:

**a. Team Leader**

(i)	Educational Qualifications	Essential	Graduate in Civil Engineering
		Desirable	Post Graduate in Highway/ Transportation Engineering
(ii)	Essential Experience	Total 15 years in Project Preparation/feasibility study or detailed study and/or implementation/erection of integrated computerized check post/highway/any other infrastructure project and must have done minimum two Eligible Assignments, essentially one for Integrated Computerized Check Post project and one for any other project.	
(iii)	Job responsibilities	He will lead, coordinate and supervise the multi-disciplinary team. It will be his responsibility to guide the team in arriving at solutions within the constraints specified in the TOR.	
(iv)	Age Limit	Below 60 Years	

**b. Deputy Team Leader (Civil)**

(i)	Educational Qualifications	Essential	Graduate in Civil Engineering
		Desirable	Post Graduate in Highway/ Transportation Engineering
(ii)	Essential Experience	Total 10 years in feasibility study or detailed study and/or implementation/erection of Integrated Computerized Check Post/highway/any other infrastructure project and must have done minimum one Eligible Assignment.	
(iii)	Job responsibilities	He will be responsible for suggesting the broad layout of intersections and assessment of traffic forecast on the Project, road safety devices, layout of toll plaza, truck and bus lay byes etc. and related matter and all other civil activities specified in the TOR.	
(iv)	Age Limit	Below 60 Years	

**c. Deputy Team Leader (IT)**

(i)	Educational Qualifications	Essential	B.E. Electrical / Electronics / IT / Comp . Science Engineering
		Desirable	Post graduate in Electrical / Electronics/IT /Computer Science Engineering

(ii)	Essential Experience	Total 10 years in feasibility study of projects and/or implementation/erection of integrated Computerized Check Post/ Software Development/Networking/ Project Planning/ Project Monitoring/ Project Preparation etc. in transportation sector and must have done minimum one Eligible Assignment of computerized check post.
(iii)	Job responsibilities	He will be responsible for design of software for Computerized Check Post as per design required for all the networking etc. as per the requirement specified in the TOR.
(iv)	Age Limit	Below 60 Years

**d. Highway Engineer**

(i)	Educational Qualifications	Essential	Graduate in Civil Engineering
		Desirable	Post Graduate in Highway/ Transportation Engineering
(ii)	Essential Experience	Total 10 years in feasibility study or detailed study and/or construction of a highway project and must have done minimum one Eligible Assignment.	
(iii)	Job responsibilities	He will be responsible to Design all the pavements, engineering surveys, traffic surveys, layout of toll plaza, truck and bus lay byes etc. specified in the TOR.	
(iv)	Age Limit	Below 60 Years	

**e. Contract Expert**

(i)	Educational Qualifications	Essential	Graduate in Civil Engineering
		Desirable	Masters in Business Administration
(ii)	Essential Experience	7 years experience in drafting of agreements of different models and must have done minimum one eligible assignment.	
(iii)	Job responsibilities	He will be responsible for drafting the concession agreement and inclusion of all the required provisions as required for the Projects in consultation with different concerning departments and CGRDC as specified in the TOR.	
(iv)	Age Limit	Below 60 Years	

**f. Finance Analyst/Expert**

(i)	Educational Qualifications	Essential	Graduate in Economics/ Commerce & C.A.
		Desirable	Post Graduate in Economics/ Commerce
(ii)	Essential Experience	7 years experience in financial analysis of projects based on various business models and must have done minimum one eligible assignment.	
(iii)	Job responsibilities	He will be responsible for financial analysis of the project, determination of financial viability and suggest measures to make the project most financially viable. Different business/financial models will be kept before the authority to finalize the best suited one.	
(iv)	Age Limit	Below 60 Years	

**g. Senior Architect cum Planner**

(i)	Educational Qualifications	Essential	Graduate in Architecture
		Desirable	Post Graduate in Architecture/Planning
(ii)	Essential Experience	Total 10 years of experience in various infrastructure projects and must have done minimum one Eligible Assignment.	
(iii)	Job responsibilities	He will be responsible for design and planning of the basic civil amenities (exterior and interior) as per the requirements as specified in the TOR., including designing of structural members.	
(iv)	Age Limit	Below 60 Years	

**h. Electrical/Electronic/Electronic cum-Electric Engineer & Electric Engineer**

(i)	Educational Qualifications	Essential	B.E. Electrical/ Electronics/ Electrical & Electronics
		Desirable	Post Graduate Electrical/ Electronics/ Electrical & Electronics
(ii)	Essential Experience	Total 7 years in feasibility study project and/or implementation /erection of integrated computerized check post/ Software development/Networking/ Project Planning/ Project Monitoring/ Project Preparation etc. in transportation sector and must have done minimum one Eligible Assignment of computerized check post.	

(iii)	Job responsibilities	He will be responsible for all design related to electrical and electronic works, as per the requirements as specified in the TOR
(iv)	Age Limit	Below 60 Years

- 2.2.3 The Applicant shall enclose with its proposal, certificate(s) from its Statutory Auditors stating its Turnover during the last three years for the consultancy works.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format of **Section 9, Form-4.**
- 2.2.5 Any entity which has been barred by the Central / State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
- 2.2.6 An Applicant should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuous sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

### 2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a Conflict of Interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at **Schedule-3**. Without limiting the generality of the above, an Applicant shall be considered to have a Conflict of Interest that effects the Selection Process, if:

- (i) the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 1% (one percent) of the paid up and subscribed share capital of such Applicant, Member or Associate; provided further that this disqualification shall not apply to a bank, insurance company, pension fund or a Public Financial Institution referred to in Section 4A of the Companies Act 1956; or For purposes hereof, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is as company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.
- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant receives or has received any direct or indirect subsidy from any other Applicant; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant has as relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
- (vi) if there is conflict among this and other consulting assignments of the Consultant including its personnel and sub-Consultant) and any subsidiaries or entities controlled by such Consultant or having common controlling shareholders. The duties of the Consultant depend on the circumstances of each case. While providing consultancy services to the authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (vii) a firm which has been engaged by the Authority to provide goods or works for a project, and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation of implementation of project, and its members or associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (viii) the Applicant, its member or associate (or any constituent thereof) and the Concessionaire, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of



the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the Concessionaire or its contractor(s) or sub-contractor(s) is less than 1% (one percent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, as well as any of its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project and any breach of this obligation shall be construed as Conflict of Interest.

## 2.4 Number of Proposals

An Applicant is **eligible to submit only one proposal** for the Consultancy. An Applicant applying individually or as a member of a consortium shall not be entitled to submit other application either individually or as a member of any consortium, as the case may be.

## 2.5 Cost of Proposal

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

## 2.6 Site visit and verification of information

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

## 2.7 Acknowledgement by Applicant

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

- (a) made a complete and careful examination of the RFP.
- (b) received all relevant information available with the Authority;
- (c) acknowledgement and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in **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 and informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

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

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

## **2.9 Deleted**

## **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 1.14**. The envelop shall clearly bear the following identification:

### **Queries/Request for Additional Information concerning RFP**

The Authority shall endeavor to invite the queries within the specified period. The amendments/addendum and response to queries will be posted on the Departmental Website only, which will also be part of contract Agreement.

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 shall be taken or read as compelling or requiring 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 Departmental Website.

2.11.2 The amendments will be posted on the Departmental Website only .RFP containing the amendments will be binding on all Applicants.

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

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12 Language**

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

### **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 and submit only one original set of the Documents.

2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. All the alternations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

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

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

2.13.4 Applicants should note the Proposal Due Date, as specified in **Clause 1.14**, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in **Clause 2.17.1**. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

## **2.14 Technical Proposal**

2.14.1 Applicants shall submit the technical proposal in the format at **Section 9, Form 1-13**. (the "Technical Proposal").

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

- (a) CVs of all Professional Personnel have been submitted;
- (b) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at **Clause 2.2.2 (D)** of the RFP;
- (c) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished; the CVs have been recently signed by the respective Personnel and
- (d) countersigned by the Applicant. Photocopy or unsigned/countersigned CVs shall be rejected; the CVs shall contain an undertaking from the respective Key Personnel
- (e) about his/her availability for the duration specified in the RFP;

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 an averment regarding his qualification, experience or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be debarred for any future assignment of the Authority. The award of this Consultancy to the Applicant shall also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information.

2.14.6 The proposed team shall be composed of experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in **Clause 2.2.2 (D)** shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each Professional Personnel should also be submitted in the format at **Form-12 of Section-9**.

- 2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such firms should be submitted in **Form-13 of Section-9** A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
- 2.15 Financial Proposal**
- 2.15.1 Applicants shall submit the financial proposal in the formats at **Section-10** (the "Financial Proposal") clearly indicating the total cost of the Consultancy of **Form-2 of Section-10** in both figures and words, in Indian Rupees, and signed by the Applicant's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.
- 2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. The Financial Proposal shall

- ake into account all expenses and tax liabilities (Excluding Services Tax).
- ii. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown in 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 Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice no., Consultancy name as indicated at **Clause 1.16 Section -1** the name and address of the Applicant. It shall bear on top, the following:

### **"Do not open, except in presence of the Authorized Person"**

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.

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

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the persons signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date, must be delivered through Speed/Registered Post only on address as mentioned in **Section 1, clause 1.16**. 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 but not limited to acceptance of the Detailed Project Report and Bid documents by the Authority and discharge of all obligations of the Consultant under the Agreement.

**2.17 Proposal Due Date**

2.17.1 Proposal should be submitted up to 15.00 hrs on the Proposal Due Date by specified at **Section 1, Clause 1.14** at the address provided in **Section 1, Clause 1.16** 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 Amendment in accordance with **Section 2, Clause 2.11** uniformly for all Applicants.

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

**2.19** Deleted

**2.20 Bid Security**

2.20.1 The Applicant shall furnish as part of its proposal a Bid Security of ₹ **3.00** Lacs (₹ **Three Lacs** 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.

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

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

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 of remedy here under 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, 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 negotiation as required vide **Clause 2.24**.
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in **Clause 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 16:00 hours on the Proposal Due Date, at the place specified in **Clause 1.16** 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 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if:
  - (i) it is received as per **Form-1 at Section-9** (Technical Proposal) and accompanied with Financial Proposal;
  - (ii) it is received by the Proposal Due Date including any extension thereof pursuant to **Clause 2.17**;
  - (iii) it is accompanied by the Bid Security as specified in **Clause 2.20.1**;
  - (iii)** it is signed, sealed, hard bound and marked as stipulated in **Clause 2.13** and **2.16**;
  - (iv) it is accompanied by the Power of Attorney as specified in **Clause 2.2.4**;
  - (v) it contains all the information (complete in all respects) as requested in the RFP;
  - (vi) it does not contain any condition.
  - (vii) it is non-responsive in terms hereof.
- 2.21.3 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.
- 2.21.4 The Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified in **Clause 1.13** and the criteria set out in **Section 3** of this RFP.
- 2.21.5 After the technical evaluation, the Authority would prepare a list of pre-qualified Applicants in terms of **Clause 3.2** for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for



announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposal, the list of pre-qualified 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 Selection Process. The financial evaluation and final ranking of the Proposal would be carried out in terms of **Clause 3.3** and **3.4**.

2.21.6 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.

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

2.22 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 Advisor advising the Authority in relation to or 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 Proposal, 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 **Sub-Clause 2.23.1** above within the specified time, its Proposal shall be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF CONSULTANT**

### **2.24 Negotiations**

- 2.24.1 The first marked Applicant (the "Selected Applicant") may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not scored 70% marks as required under **Clause 3.1.2** shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the Satisfaction of the Authority.
- 2.24.3 The Authority will examine the credentials of all Sub-Consultants Proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

## 2.25 Substitution of Key Personnel

- 2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel during negotiations as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.25.2 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 under exceptional circumstances. Such substitution shall be limited to one for each key position by personnel subject to

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

Key Personnel	Deduction for First Substitution of Key Personnel (In ₹)
Deputy Team Leader (Civil)	2,00,000
Deputy Team Leader (IT)	2,00,000
Highway Engineer	2,00,000
Contract (BOT/DBFOT) Expert	1,00,000



Financial Analyst/Expert	1,00,000
Senior Architect cum Planner	1,00,000
Electrical & Electronics Engineer	1,00,000

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

**2.26 Identity**

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

**2.27 Award of Consultancy**

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

**2.28 Performance Security**

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

(i) 5.00% (Five percent) of the Contract value within 7 days of issuing of LOA, valid beyond 2 months from the date of completion of The Project.

**2.29 Execution of Agreement**

The Selected Applicant shall execute the Agreement within 7 (seven) days of acknowledging the LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

**2.30 Commencement of Assignment**

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of signing of the Agreement. If the Consultant fails to either sign the Agreement as specified in **Clause 2.28** or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiation,. In such an event, the Bid Security of the First ranked Applicant

shall be forfeited and appropriated in accordance with the provision of **Clause 2.20.4.**

### **2.31 Period of Assignment**

The Consultant shall complete the assignment within 3 months for IBCPs of Phase-I and 6 months for IBCPs of Phase-II, from the date of commencement of services, which is 7 days after the date of the Contract Agreement. For the Phase wise list of IBCPs, clause 1.5 of section-1 may please be referred.

### **2.32 Proprietary data**

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



## **SECTION - 3**

# **CRITERIA FOR EVALUATION**

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposal score 70 points or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team leader scores less than 70% or any two of the remaining Key Personnel score less than 70%. In case the Selected Applicant has one Key Personnel, other than Team leader, who scores less than 70%, he would have to be replaced during negotiations as mentioned in **Section 2, clause 2.24.1** of RFP, with a better candidate who, in the opinion of the Authority, would score 70% or above.

#### 3.1.3 The points assigned to Technical Evaluation criteria are:

S. No.	Description	Marks
A1	Relevant experience for the assignment	25
A2	Average Annual turn Over for the last three years	05
A3	The quality of methodology and work plan proposed	05
A4	Qualifications and competence of the key staff for the assignment	65
	<b>Total</b>	<b>100</b>

#### A1. Total marks assigned for Firm's relevant Experience in last 5 years: 25 marks

Description	Marks	Remarks
Experience in executing two eligible assignments out of which one must be from integrated computerised checkpost	15 marks (60% of Total marks assigned)	Equal to minimum eligibility criteria
Experience in executing 4 or more than 4 eligible assignments out of which two must be from integrated computerised checkpost	25 marks (100% of Total marks assigned)	2 times of the minimum eligibility criteria

**A2. Total marks assigned for Average Annual Turnover (last 3 years) from consultancy business: 05 marks**

**A. for Sole Bidders**

Description	Turn Over (in crores)	Marks
Average Annual Turnover (last 3 years) from consultancy business	<b>10.00</b>	3 marks (60% of Total marks assigned)
Average Annual Turnover (last 3 years) from consultancy business	<b>20.00</b>	5 marks (100% of Total marks assigned)

**B. For Bidders in JV/Consortium**

Description	Turn Over (in crores)	Marks
Average Annual Turnover (last 3 years) from consultancy business	<b>12.00</b>	3 marks (60% of Total marks assigned)
Average Annual Turnover (last 3 years) from consultancy business	<b>24.00</b>	5 marks (100% of Total marks assigned)

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

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

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

**A4. QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT - 60 MARKS**

No	S. Key personnel and Points for Technical Consultancy for DPR preparation	No.	Marks assigned
1.	Team Leader	1	15
2	Deputy Team Leader (Civil)	1	10
3.	Deputy Team Leader (IT)	1	10
4	Highway Engineer	1	5
5	Contract Expert	1	5
6	Financial Expert	1	10
7	Sr. Architect Cum Planner	1	5
8	Electrical/Electronics/Electrical cum Electronics Engineer	1	5
<b>Total</b>		<b>8</b>	<b>65</b>

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

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

**Remarks :**

- 1 The technical proposal and every key personnel should score at least 70 points to be considered responsive for financial evaluation.
2. Based on experience and the Consulting Industry's Capacity, Project specific requirement etc., CGRDC may modify the above criteria for Selection of consultant.

**3.1.4 Eligible Assignments**

For the purposes of determining Conditions of Eligibility and for evaluation the Proposals under this RFP, consultancy assignments in respect of Feasibility Report preparation and/or Detailed Project Report preparation including Engineering surveys and social and environmental impact assessment, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments")

- (i) Consultancy for Construction of Integrated Modern Computerized Check Post and Electronic Weigh Bridge having an estimated capital cost (excluding land cost) of at least ₹ **50.00 (fifty) crores** or
- (ii) Consultancy for Any project involving construction and having an estimated

- capital cost (excluding land) of at least ₹ 100.00 (one hundred) crores.
- (iii) The assignments under sub category (i) & (ii) above must be executed in India.

### 3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, all the technical eligible applicants shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicants(s) whose technical score is less than 70 points; provided that in such an event, the total number of pre-qualified and short-listed Applicant shall not exceed two.

### 3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the Financial Evaluation will be carried out as per this **Clause 3.3**. Each Financial Proposal will be assigned a Financial Score (SF).
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
- 3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal ( $F_M$ ) will be given a Financial score ( $S_F$ ) of 100 points. The Financial scores of other proposals will be computed as follows:-

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

(F = amount of Financial Proposal)

### 3.4 Combined and Final Evaluation

- 3.4.1 Proposals will finally be ranked according to their Combined Technical (ST) and Financial (SF) scores as follows:
- $$S = S_T \times T_W + S_F \times F_W$$
- Where S is the combined score, and  $T_W$  and  $F_W$  are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.
- 3.4.2 The Selected Applicant shall be the first ranked Applicant (giving the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiation in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in **Clause 2.24, 2.28 and 2.29**, as the case may be.







## **SECTION - 4**

# **FRAUD AND CORRUPT PRACTICES**

## 4. FRAUD AND CORRUPT PRACTICES

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

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

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

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

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the CGRDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.



## **SECTION - 5**

# **PRE CONTRACT INTEGRITY PACT**

## 5. 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 “CONSULTANT”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the AUTHORITY proposes to procure Consultancy Services **for preparation of Detailed Project Report (DPR) including Bid Process Management for Modernization and Computerization of Integrated Border Check Posts at 16 locations in the State of Chhattisgarh** and the CONSULTANT is willing to offer/has offered the services and

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

### **NOW, THEREFORE,**

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

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

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

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

### **COMMITMENTS OF THE AUTHORITY**

1.1 The AUTHORITY undertakes that no official of the AUTHORITY, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through

- intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the CONSULTANT, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The AUTHORITY will, during the pre-contract stage, treat all the CONSULTANTS alike, and will provide to all CONSULTANTS the same information and will not provide any such information to any particular CONSULTANT which could afford an advantage to that particular CONSULTANT in comparison to other CONSULTANTS.
  - 1.3 All the officials of the AUTHORITY will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
  2. In case any such preceding misconduct on the part of such official(s) is reported by the CONSULTANT to the AUTHORITY with full and verifiable facts and the same is prima facie found to be correct by the AUTHORITY, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the AUTHORITY the proceedings under the contract would not be stalled.

### **COMMITMENTS OF THE CONSULTANTS**

3. The CONSULTANT commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its 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 CONSULTANT will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AUTHORITY, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The CONSULTANT further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AUTHORITY or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3 The CONSULTANT shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.4 The CONSULTANT further confirms and declares to the AUTHORITY that the CONSULTANT has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the CONSULTANT, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.5 The CONSULTANT, either while presenting the 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 CONSULTANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The CONSULTANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The CONSULTANT shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the AUTHORITY as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The CONSULTANT also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The CONSULTANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The CONSULTANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the CONSULTANT or any employee of the CONSULTANT or any person acting on behalf of the CONSULTANT, either directly or indirectly, is a relative of any of the officers of the AUTHORITY, or alternatively, if any relative of an officer of AUTHORITY has financial interest/stake in the CONSULTANT's firm, the same shall be disclosed by the CONSULTANT at the time of filing of tender.

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

#### **4. PREVIOUS TRANSGRESSION**

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

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

#### **5. BID SECURITY**

5.1 While submitting commercial bid, the CONSULTANT shall deposit an amount of ₹ **3,00,000** /-( ₹ **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 CONSULTANT.

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

5.4 Within 7 (seven) days of the receipt of notification of award from the Authority (CGRDC), the successful CONSULTANT shall furnish the performance security equal to 5% of the value of contract in shape of Bank Guarantee from a Commercial bank in accordance with the General Conditions of Contract, in the Performa prescribed at **Section 11, Annexure-7** 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 CONSULTANT on Bid Security/ Performance Guarantee for the period of its currency.

#### **6. SANCTIONS FOR VIOLATIONS**

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



- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the CONSULTANT. However, the proceedings with the other CONSULTANT(s) would continue.
  - (ii) The Bid Security (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the AUTHORITY and the AUTHORITY shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the CONSULTANT.
  - (iv) To recover all sums already paid by the AUTHORITY, and in case of an Indian CONSULTANT with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a CONSULTANT from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the CONSULTANT from the AUTHORITY in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the CONSULTANT, in order to recover the payments, already made by the AUTHORITY, along with interest.
  - (vi) To cancel all or any other Contracts with the CONSULTANT. The CONSULTANT shall be liable to pay compensation for any loss or damage to the AUTHORITY resulting from such cancellation/rescission and the AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the CONSULTANT.
  - (vii) To debar the CONSULTANT from participating in future bidding processes of the Government of India/State Govt of C.G. for a minimum period of five years, which may be further extended at the discretion of the AUTHORITY.
  - (viii) To recover all sums paid in violation of this Pact by CONSULTANT(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the AUTHORITY with the CONSULTANT, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the AUTHORITY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The AUTHORITY will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the CONSULTANT or any one

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

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

## **7. FALL CLAUSE**

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

## **8. INDEPENDENT MONITORS**

- 8.1 The AUTHORITY may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the AUTHORITY.
- 8.6 The CONSULTANT accepts that the Monitor has the right to access without restriction to all Project documentation of the AUTHORITY including that provided by the CONSULTANT. The CONSULTANT will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the CONSULTANT/Subcontractor(s) with confidentiality.
- 8.7 The AUTHORITY will provide to the Monitor sufficient information about all meetings

among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

## **9. FACILITATION OF INVESTIGATION**

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

## **10. LAW AND PLACE OF JURISDICTION**

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

## **11. OTHER LEGAL ACTIONS**

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

## **12. VALIDITY**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend the complete execution of the contract to the satisfaction of both the AUTHORITY and the CONSULTANT. In case CONSULTANT is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

For and on behalf of the CONSULTANT

(Name & Signature of the Authorized Signatory)

\_\_\_\_\_  
Date:



## **SECTION - 6**

# **PRE-PROPOSAL MEETING**

## **6. PRE-PROPOSAL MEETING**

- 6.1 Pre-Proposal Meeting of the Applicants shall be convened at the Conference Hall of office of CGRDC, Sirpur Bhawan Campus, Behind Akashvani, Civil lines, Raipur (CG) on -----**at 1130.hrs.** Only Applicant/or one of their representatives shall be allowed to participate on production of an authority letter from the Applicant.
- 6.2 During the course of Pre-Proposal Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the CGRDC. The CGRDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.



## **SECTION - 7**

# **MISCELLANEOUS**

## 7. MISCELLANEOUS

- 7.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the competent jurisdiction of Court in Raipur (CG). in which the CGRDC has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 7.2 The CGRDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the CGRDC by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 7.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the CGRDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 7.4 All documents and other information supplied by the CGRDC or submitted by an Applicant shall remain or become, as the case may be, the property of the CGRDC. The CGRDC will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 7.5 The CGRDC reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.



## **SECTION -8**

# **TERMS OF REFERENCE (TOR)**



## Terms of Reference (TOR)

1. The Government of Chhattisgarh through Chhattisgarh Road Development Corporation Ltd. (CGRDC) is interested to invite proposals for offering project consultancy services for Detailed Project Report for construction of Sixteen (16) Integrated Modern Computerized Border Check Post and Electronic Weigh Bridge equipped with video cameras, number plate scanners, automatic barriers, computers etc. required to fulfill all needs of the concerning departments in the State of Chhattisgarh. Details of Location of Check Posts are as per **Section 1, Clause 1.5** of RFP.

2. **Project Brief**

The total PWD road length in Chhattisgarh is 32232.00 kms. which includes NH, SH,MDR,ODR and Village Roads. The category of traffic which uses the road is from bullock cart to multi axle heavy vehicles. Different Departments of Chhattisgarh Government such as Forest, Police, Sales, Commercial Tax, Excise, Transport etc. either realize tax or check the vehicles for overloading / security purpose by erecting temporary / permanent barriers which not only interrupts free flow of traffic but also causes jam on road side. Also the goods carrying vehicles are overloaded compared to their defined capacity in Motor Vehicle Act, which not only causes pilferage of Government revenue but also causes damage to the road which is designed for a limited load carrying capacity. Hence, Government has to spend more money on maintenance of roads.

To facilitate road users, it is necessary to create greater transparency in working. The State Govt. of Chhattisgarh through Chhattisgarh Road Development Corporation Ltd. plans to construct and operate "Modernized and Computerized Integrated Border Check Post and Weigh Bridge" at the above Sixteen (16) locations.

The term "Integrated" used in this project broadly means that all concerned officers/staff of various Govt. departments such as Transport Department, Sales-Commercial Tax Department, Excise Department, etc will sit under one roof in this Check Post building and will carry out their respective duties regarding collection of taxes, fines etc and other relevant operations in respect of commercial vehicles. Also the data in respect of these commercial vehicles will be shared by all such Check-Posts in the state after their modernization & computerization as proposed.

3. **Purpose and Intention of the project**

### **An overview**

Interstate traffic comprises of various classes of vehicles which are entering and exiting Chhattisgarh from neighboring states i.e., Madhya Pradesh, Uttar Pradesh, Jharkhand, Orrisa, Andhra Pradesh, and Maharashtra. The taxes may be Road Tax, Local Market Tax, Border Tax, Mandi Tax, Commercial Tax etc. Apart from these taxes (permit) a check by authorities is required to be carried out, at the point of various entries in the state, for restraining any unauthorized goods like narcotics and other banned items. A centralized electronic control system will serve the purpose of effective single window clearance at these check posts. Also these vehicles may contain goods, which according to state policy may require physical checking and checking of different permits and papers concerning to trade tax, excise, transport, forest department etc.

## **The concept**

Increased movement of traffic both in volume & speed requires replacement of old conventional barriers by "Modernized and Computerized Integrated Check Post and Weigh Bridge", which needs to be implemented, to facilitate road users and to cut short time required for clearance. This shall have the combined facilities for clearance/checking of commercial & private traffic at one station by:-

- Transport Department
- Forest Department
- Commercial Tax Department
- Excise Department
- Agriculture Department (Mandi)
- Home (Police) Department
- Mining Department

## **4. Terms of Reference (TOR)**

### **4.1 General Information**

- 4.1.1 The Consultant shall be guided in its assignment by the IRC publication, IRC Manual of specification and standards in conjunction with the relevant Indian Standards, C.G.P.W.D and C.P.W.D. Manuals, Indian Electricity Rules, National Building Organization Manual, National Electrical Code and all the manuals and specifications which are in best practice for such project.
- 4.1.2 The Consultant shall be responsible for preparing the Agreement and for bringing out any special feature or requirement of the Project referred to the Manual. The details and particulars to be specified shall be duly addressed and incorporated therein, in accordance with the provisions of the manual.
- 4.1.3 The Consultant shall assist the Authority and its Financial Consultant and the Legal Adviser by furnishing clarifications as required for the financial appraisal and legal security of the Project and Bid Documents.
- 4.1.4 The Consultant shall also participate in the pre-bid conference with the Bidders of the Project and assist the Authority in clarifying the technical, financial and legal aspects arising from the Bid Documents including the DPR.

### **4.2 Objective**

The objective of this consultancy (the "Objective") is to undertake Detailed Project Report including Bid Process Management of the Project, for the purpose of firming up the requirements of Authority's and other concerning departments in respect of development and construction of the Project (Integrated Modernized and Computerized Check Post and Weigh Bridge) and Project Facilities and enabling the prospective bidders to assess the Authority's requirements in a clear and predictable manner with a view to ensuring:

#### **4.2.1 Objectives of Business / Financing models**

- Various options for the Business / Financing models would be given, based on the traffic analysis, cost of construction / operation & maintenance or both.
- The Business / Financing models of the contemporary works of different states shall be studied, shared with the authority and get the best one finalized.

#### **4.2.2 Design Objectives**

##### **A. Objectives at Check Post :**

- Electronically capture image of a vehicle and its registration number as displayed on its number plate.
- Electronically scan the registration and other documents of the vehicle.
- Electronically screen the contents of the vehicle and carry weighment of the vehicle in a seamless manner. Identify contents that are not permitted entry.
- State of art electronic payment and accounting facilities.
- Power back up to be available at all times.
- Period/type of data storage to be specified by Departments.
- Prevent transport vehicles from speeding into the state territory without check.
- Auto calculation of different dues
- Electronically connect reports of the vehicles as maintained by the transport department/NIC/ others and finds defaults, fines etc.
- Weight/Size etc to be calculated
- Calculate dues, generates electronic receipts
- Identify the vehicle's previous balances with old dues or as identified by transport Department/other departments

##### **B. Physical Infrastructure Objectives at Check Post**

- Warehousing of unloaded goods.
- Departmental office housing facilities.
- Accommodation facilities for Management.
- Rest houses for customers/vehicle owners.
- Customer amenities.
- Security arrangements.

##### **C. Objectives of Networking beyond Check Post**

- Information captured at each check post to be centrally available instantly.
- Relevant information sorted out electronically and transmitted to relevant departments of the state instantly.
- Electronic interaction/integration with other check posts to verify date/time of entry/exit of a particular vehicle.
- Power back up to be available at all times.
- Period/type of data storage to be specified by Department.

#### **D. Physical Infrastructure Objectives beyond Check Post**

- Replicated physical facilities determined by Departments.

#### **E. Services at Check Post**

##### **(I) - At Check Posts**

- Administrative Building
- Residential Building
- Hostel Building
- Truck parking area
- Booth with type of pavement
- Rest Houses
- Storage space
- Off shift recreation space
- Impounded material storage
- General Store
- Toilets with effective Sewage Disposal
- Canteen
- Weigh Bridge
- Electronic Sensor
- Ware Housing facility

##### **(II)- At Facilities Centre:**

- Dhabas / Eateries
- Mechanic shops
- Puncture & Tyre Repair
- Auto spares and servicing facility
- General Merchandise
- Petrol / Diesel Pumps
- Dispensary / medicine shop
- Retiring Dormitories
- STD / PCO
- Hawking space
- Kiosks/ ATM centres

With this concept, emphasis has been given to smooth flow of traffic movements and to provide better facilities to road users. In addition to it the Modernized and computerized Integrated Border Check Post will certainly enhance the progressive image of the state. In

this "Modernization and Computerization of Integrated Border Check Post there will be a separate lane of LCV and HCVs and one outer track (green channel) for an uninterrupted movement of personnel and other traffic, which does not require any clearance. Just after the booth, additional lay-byes shall be provided for additional checks, for want of documents in case of particular vehicle. These can be used to side line the vehicles to avoid traffic jam. The Modernization and Computerization of Integrated Border Check Post needs to be designed within the available space meeting the specific requirements of user department.

#### **F. The tax collection centres and Check Posts**

The tax collection centre shall be a permanent framed RCC structure with pleasing appearance. It will have required number of windows for different concerned departments, who will monitor the collection of taxes. It would have other basic amenities for the staff like attached bathroom, wash basin etc. The internal utility space with concrete slab and granite top will have sufficient space to space PCs and a centralized printer. The barrier bar shall be automatically operated, after the clearance is recorded in the computer. Sufficient number of other openings shall also be provided in the establishment of monitor incoming and outgoing vehicular movements from some distance away by providing proper speed breakers and barriers at 50 mtr. from the start of the channeliser. The whole of the area shall be suitably lighted with sodium vapour lamps mounted on high masts all channel shall have signal light so that only the operating booths/channels will receive the vehicular traffic.

#### **G. Provision of weighing scales**

Vehicles entering the State may have excess loads than the recommended loads as per IRC classification of loads on various types of roads they are designed for. Weights of vehicles containing various commodities may also be of significance from tax collection point of view. The need for weighing all such vehicles may be taken care of by providing Weighing Scales at a location when these commercial vehicles reach to the Tax Enquiry Centre. However considering traffic density at present level static weighbridge is proposed in the project. However electronic weigh-in-motion equipment would be welcome provision.

#### **H. Provision of Advance Features:**

Modern Electronic Check Post Centers are based on sophisticated technology where there is a real time interface with the road users on various features and are a part of Advanced Traffic Law Enforcement Management System. There is a control centre and sub-centre if needed, which have varied functions for the smooth control of all the Checking Operations.

The proposed fine collection booth may have some of the features of this Modern Electronic Check Post System, which will make these fine collections Booths more efficient and functional. Apart from this the data generated will be of immense use for various studies that may be conducted for other purposes.

#### **4.2.3 Objectives of Business Process Outsourcing (BPO)**

At the Operation and maintenance stages the element of BPO for efficient working will be incorporated. The quantum of skilled, semi-skilled and unskilled man power required shall be worked out precisely and necessary provisions in the estimates shall be made.

### **5 Broad scope of work of Consultancy Assignment in general**

CGRDC intends to appoint well qualified and experienced consultants as project Consultant to assist it in aspects of detailed project preparation and Bid Process Management as listed in greater details herein after:

- a. To carry out detailed Engineering survey and collect users requirements
- b. To carry out detailed Engineering Design of All components of projects, making extensive use of current international "Best Practices" for these types of projects.
- c. Identifying the land for check post and assessing the land requirement for each category of check post including Preparation of Land Plan Schedules, land acquisition paper and its submission to appropriate authority, removal of objection by land owner etc.;
- d. Assessing the cost of utility shifting such as telephone lines, electric lines, water and sewage lines etc., if required as per site condition;
- e. Suggesting the Toll Rates & viability
- f. Assessing the requirement and cost of tree cutting after consultation with forest department;
- g. Suggesting suitable commercial model;
- h. Social impact assessment;
- i. Environmental impact assessment;
- j. Preliminary Designs;
- k. Preparation of the Draft Agreement.
- l. To carry out pre-tender activities for fixation of contract of civil/electrical/electronics construction works including electronic weigh bridge/weigh-in-motion, computers, LAN-WAN lighting and other related works of the project site. This should include the concept plan, the proposed working drawing, Bill of Quantity & other related details, prepared in consultation with the user departments. The Consultant shall prepare bid documents after incorporating the above features.
- m. To prepare and issue working drawings necessary for the completion of the project.
- n. To assist in evaluation and selection of a suitable Bidder for the project including finalization of eligibility criteria evaluation of applicants etc.
- o. To assist in short listing applicants for supervision and quality control of the project.
- p. To prepare tender documents and Terms of reference for the agency to carry out supervision and quality control during the execution of the project.
- q. To interact with NHAI/MORTH whenever the check post is to come up on the land belonging to these authorities. However, the Scope of Work shall not be limited to above. The recommendation of Centre for Electronic Governance Indian Institute of Management, Ahmedabad should be considered while

designing the concept of integrated modern computerized check post and weigh bridge.

- r. To prioritize IBCP at various locations depending upon volume of the traffic and their importance. The phase wise/location wise Bid documentation and financial options shall be worked out with the consultation of CGRDC.

**6 An Outline of the Task to be carried out**

- a. The Project consultancy is expected to provide consultancy services and assistance to the CGRDC for the management and implementation of all activities to be carried out under the proposed projects. These services will require appropriate skills and expertise during implementation of the project, as outlined below.
- b. In providing these services, the consultant may choose to make use of the local technical resources in the preparation of the detailed Engineering Design of the project under sub-contractual arrangements. In all circumstances, however the consultant must exercise direct over riding responsibility for the quality of the output of such arrangements and for timely and effective integration of such outputs into the overall requirements under these services. While, executing the activities set in TOR by the consultant, it is obligatory to take approvals that are deemed necessary from various relevant agencies, local administrative bodies etc. The client will facilitate in getting approvals.

**7 Standards and Codes of Practice**

- a. All activities related to field studies, design and documentation shall be done as per the latest guidelines/circulars of MoRT&H and relevant publications of the Indian Road Congress (IRC) and Bureau of Indian Standards (BIS). For aspects not covered by IRC and BIS, International standard practices, such as British and Americans Standard may be adopted. The consultants, upon award of the contract, may finalize this in consultation with CGRDC.
- b. All notations, abbreviations and symbols used in the reports, documents and drawing shall be as per IRC.

**8. Scope of Services**

**8.1 Traffic surveys and demand assessment**

The types of traffic surveys and the minimum number of survey stations shall be as under:

S. No.	Description of Activity	Number of Survey Stations
1	Classified Traffic Volume Count	At proposed location of each Integrated Check post.
2	Axle Load Spectrum	At proposed location of each Integrated Check post.

The Consultant shall, upon award of the Consultancy, submit its proposal regarding traffic survey for each of the above location along with an index plan giving the rationale of its proposal. This proposal shall form part of the Inception Report.



## 8.2 Classified traffic volume count

For conducting the traffic volume count, the Consultant shall comply with the following:

- (a) The Classified traffic volume counts shall be carried out for 7 continuous days at the selected survey stations as per IRC guidelines on the subject (IRC: 9-1972).

The following classes of vehicles shall be counted separately.

	Motorized vehicles
1	Cars (include jeeps, vans)
2	Light commercial vehicles including mini buses
3	Buses
4	Two axle trucks
5	Three axle trucks
6	Four or more axle trucks
7	Tractors
8	Ambulance, fire tender, funeral vans
9	Three wheelers
10	Two wheelers

- (b) The Traffic count data would be analyzed to depict hourly and daily variations. The Abstract of traffic data should also be provided for each survey station.

## 8.3 Traffic demand assessment

The Consultant shall make an assessment of the traffic demand for the Project for a period of a 10 years, 15 years and 20 years respectively based on analysis of traffic counts, trend growth and growth in the influence area of the Project. Normally an annual growth rate of 5 percent shall be assumed. Any variation would have to be justified with reasons, including analysis of past trends. The Consultant shall also provide sensitivity analysis due to change in assumption of traffic projections.

## 8.4 Axle load spectrum surveys

Axle load spectrum surveys shall be carried out at each proposed location of the Project. The axle loads survey shall counted buses, trucks and tractors with trailers in the traffic stream. The survey shall be for both directions. Sample size shall not be less than 10 per cent of the buses, trucks and tractors with trailers in the traffic stream and base on standard statistical techniques. The Vehicle Damage Factor (VDF) shall be calculated as per the equivalency factors given in IRC: 37.

## 8.5 Engineering surveys and investigations

- 8.5.1 The engineering surveys and investigations shall be divided into the following components:



- Topographic, alignment and land use survey
- Soil, geo-technical, material, hydrology and drainage surveys

### **8.5.2 Topographic, alignment and land use survey**

The activities and deliverable forming part of the topographic, alignment and land use survey are described below:

- (a) Identify sections of Project which fall within urban limits.
- (b) Identify locations of Project which require raising. Such locations will be identified with attention being paid to the previous history of submergence and the extent to which the subgrade is likely to be affected by the capillary action if not raised.
- (c) Prepare plans, L-Sections and Cross-sections of the entire Project. Proposed building for check post, rest houses, ware houses, workshop, shops etc. shall be marked on the plans including location of barriers, number plate scanners, weigh bridge, service roads, road signs, road furniture, safety devices, relocation of utilities, removal of tree, drainage system etc. The details of required land should be in a format that enables the Authority to initiate land acquisition proceedings.
- (d) This along with proposed plan and preliminary design shall form the basis of preparation of indicative BOQ for the Project.

### **8.5.3 Soil, geotechnical, material, hydrology and drainage surveys**

- (a) The activities and deliverables forming part of the soil, geotechnical, material, hydrology and drainage surveys are described below: The characteristics of the existing soil, two samples from each project location.
- (b) The determination of sub grade CBR (soaked) at each project location.
- (c) A broad assessment of the drainage condition and requirement of the Project.

### **8.6 Pavement Design**

- i. The design of the pavement shall primarily be based on IRC specifications; however, the Consultants shall use the recommendations given in widely used international practices, including AASHTO, NAASRA, RTAC and TRL wherever appropriate on approval of CGRDC.
- ii. The design of pavements shall be rigorous and shall make use of the latest Indian and International Practices. The MoRT&H's appropriate design option shall be established on life-cycle, costing and techno economic considerations.
- iii. For the design of pavements, each set of design input shall be decided on the basis of rigorous testing and evaluation of its suitability and relevance in respect of in-service performance of the pavement. The design methodology shall accompany the design proposals and shall clearly bring out the basic assumptions, values of the various design inputs and the criteria for checking and control during the implementation of works. In other words, the design of pavement structures should take due account of type, characteristics of materials used in the respective courses, variability of their properties and also the reliability of traffic predictions. Furthermore, the methodology adopted for the design of pavement shall be complete with flow charts indicating the various steps in the design process, their interaction with one another and the input parameters required at each step.

- iv. The pavement design task shall cover working out the maintenance and strengthening requirements and periodically and timing of such treatments.

### **8.7 Drainage Systems**

The requirement of roadside drainage system and the integration of the same with proposed cross drainage system shall be worked out for the entire length of the project road section.

### **8.8 Traffic Safety Features, Road Furniture and Road Markings**

The consultant shall design suitable traffic safety features and road furniture including signs, markings, overhead sign boards, crash barriers. The location of these features shall be given in the reports and also shown in the drawings.

### **8.9 Arboriculture and Landscaping**

The consultant shall work out appropriate plan for planting of trees (specifying the type of plantations), horticultures on the median wherever required as well as on the surplus land of the right of way with a view to beautify the highway and making the environment along the Highway pleasing. The existing trees/plans shall be retained/ transplanted to the extent possible.

## **9. Description of Activity to be Carried out for Modernization and Computerization of Integrated Border Check Post.**

### **9.1 (a) Inception report**

Three different alternative Conception plans, Pre-Construction Survey, Planning And Approval to Drawings This will include Detailed joint inspection of site along with CGRDC Engineers, user Department officials and consultants; for ascertaining feasibility of site and finalizing location of proposed Check Post and fixing alignment of Check Post. This involves carrying out detailed site survey to get complete details of land, buildings and over-head wires, underground or over ground pipes, cables etc., details of level crossing, Over-head structures etc, submission of inception report and three different alternative Conception Plans for each check post with due importance to the aesthetics of project.

#### **b) Detailed Engineering Surveys and Studies**

This survey includes providing L-Section, Cross Section @ 10m interval, fixing GTS Bench Marks and plain table survey, to record the features of alignment, trail bores for minor/major bridges, identification of quarries etc. Data if available with CGPWD may be referred however; consultant will have to carry out confirmation survey for preparing details design.

#### **c) Sub Grade Characteristics And Strength**

1. For the roads along proposed alignment, the test pits for sub grade soil shall be taken @ every 0.5 km or when the change in soil type occurs whichever is earlier. A minimum of three samples should be tested corresponding to each homogeneous segment.

**d) The testing for sub grade soil shall include;**

- i. In situ density & moisture content at each test pit.
- ii. Field CBR using DCP at each test pit
- iii. Characteristics (Grain Size & Atterberg limits) at each test pit and
- iv. Laboratory moisture, density, characteristics (modified AASHTO Compaction)
- v. Laboratory CBR (un-soaked & 4 day soaked compacted at three energy levels and swell). For problematic soils, testing shall be more rigorous. The characteristics with regard to Permeability and Consolidation shall also be determined of these soils shall be finalized in consultation with the CGRDC Officers after the problematic soil types are identified along the road sections.

e) Preparing General Arrangement Drawing for the Check Post, which include layout plan, Elevation, view showing the horizontal and vertical clearances, building arrangement. Short notes, specifying the details of foundation including building and weighbridge foundation, electrical area lighting layout, MoRT&H and IRC codes to be adopted in design of check post. Complete details of buildings and booths and also indication shifting of OHE structures, pipeline, cables, signal posts, diversion of road etc. complete.

f) Details of all electrical, and electronic equipment to be used.

g) Geo-technical investigations and sub soil exploration.

The consultant shall carry out using the Geo-technical investigation reports and sub soil investigation data as necessary for proper design of the works and conduct all relevant laboratory and field test on soil & rock samples. The consultants shall finalize such requirements for the additional geo technical investigation in consultation with the CGRDC Officers.

**h) Materials Investigation**

i) The consultants shall identify quarry sites and borrow areas, undertake field and laboratory testing of the materials to determine their suitability for various components of the work and establish quality and quantity of various construction materials and recommend their use on the basis of techno economic principles. The consultant shall prepare quarry charts indicating the location of the selected borrow areas, quarries and respective estimated quantities.

ii) The drawings of initial submission and for final approval shall be in A-1 size only.

iii) Consultants will develop land acquisition proposal and assist CGRDC in land Acquisition activities if required. Consultant will bring to the notice of CGRDC, if there is any delay in land acquisition proceedings for acquiring land, for construction if required etc. and any infringements of hutment's or buildings and other details relevant for the work.

**9.2. Geometric Design**

i) The detailed design for geometric elements shall cover, but not be limited to the following major aspects:

- a) Horizontal Alignment
- b) Longitudinal Profile
- c) Vertical Profile
- d) Cross – Sectional Elements
- e) Intersections
- ii) The alignment design shall be verified for available sight distance as per the standard norms. The provision of appropriate marking and signs shall be made wherever the existing site conditions do not permit the adherence to the sight distance requirement as per standard norms.
- iii) The cross sectional elements shall be designed based on IRC standards after carrying out detailed traffic survey and analysis.

### **9.3 Designs of Bridges And Structures**

- i) The consultant shall prepare General Arrangement Drawing (GAD) and alignment plan showing the salient features of the bridges and structures proposed to be constructed / constructed along the road alignment, along the road alignment, overall length , span arrangement, Cross-section , Deck level, soffit level, Founding level, Type of bridge components (Super structures, Sub structures, Foundations, Bearings, Expansion joints, Return walls etc.) shall be finalized based upon hydraulic and geo technical studies, cost effectiveness and ease of constructions. The GAD shall be supplemented by preliminary designs.
- ii) Subsequent to the approval of the GAD and the alignment plan by the CGRDC. The consultant shall prepare detailed design as per IRC guidelines and working drawings for all components of the bridges and structures. The consultant shall furnish the design and working drawings for suitable protection works and/or river training works wherever required.

### **10 Electrical and Electronic Works**

- (i) The consultant shall make suitable specifications designs and layout for miscellaneous Works including.
  - Electronic weighbridges,
  - Vehicle and goods scanning equipment,
  - Proper area lighting with high mast for parking area,
  - Video cameras for lane and remote check post viewing,
  - License plate reader equipment,
  - Computer hardware along with UPS requirements,
  - Local Area Networking along with V-SAT communication requirements,
  - Check Post functional software,
  - Diesel generator set for proper back up,
  - Lighting for rest areas, bus-bays, vehicle parking areas etc,
  - Telecommunication facilities,
  - Other electrical and electronics equipment.

- ii) The consultant shall prepare the detailed scheme and layout plan for check post works. The consultant shall prepare detailed plan for the traffic management and safety during the construction period.

#### **11 Road signs, Safety devices**

- (a) The Consultant shall propose provision of road signs, Pavement Markings, Safety Barriers, Railings, Delineators, Chevron Markings, and Traffic Attenuators for both direction of travel.
- (b) The Consultant shall propose overhead signs on the Project and provide and outline of the same giving size and location.

#### **12 Social Impact Assessment**

The Consultant shall undertake social impact assessment due to the improvement proposed on the Project, especially the persons affected due to the project and requiring resettlement and rehabilitation. The extant policies and guidelines of the Government would be kept in view while undertaking the assessment.

#### **13 Environment Impact Assessment**

The Consultant shall undertake Environment Impact Assessment of the Project as per provisions of the applicable laws on environment protection and identify a package of measures to reduce/eliminate the adverse impact identified during the assessment. Selected type of plantations, horticultures on the median wherever required as well as on the surplus land of the right of way with a view to beautify the highway and making the environment along the Highway pleasing. The existing trees/plants shall be retained/ transplanted to the extent possible.

#### **14 Preliminary Designs**

The Consultant shall arrive at the Preliminary Designs of various components of the Project keeping in view the requirements of the manual and the scope of services described in this TOR. It shall be responsible for the accuracy of the physical detail such as lay out, abutting land use, assets within the project area including safety devices, utilities, trees, service roads, cross drainage structures etc. The layout and preliminary designs shall be supplemented with explanatory drawings, statements, charts, notes as necessary.

#### **15 Project Cost**

The Consultant shall workout final BOQ of various components and prepared Detailed cost estimates of the Project with a break-up of cost for each components separately. To the construction cost so arrived at, the Consultant may add 25% thereof as a lump sum provision for physical and price contingencies, interest during construction and other financing costs, pre-construction expenses, etc. The O&M cost for post construction activities with the provision of BPO (Business Process Outsourcing) shall also be incorporated in the estimate.

#### **16 Financial Analysis and Bid Process**

The Consultant shall provide all inputs on estimated construction costs, preparation and maintenance costs, traffic forecast, etc. for use in financial analysis and appraisal of the project. The Consultant shall, however, provide a

preliminary assessment of the financial viability of the Projects. It shall provide assistance during the Bid Process for selection of the agency.

## **17 Deliverables**

The Consultant shall deliver the following during the course of this Consultancy. The deliverables shall be so drafted that they could be given to the prospective bidders for guidance in preparation of their bids. Ten hard copies and two copies in CDs of all the reports, drawing, etc. shall be submitted to the Authority.

### **A. Inception Report**

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report. The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the RFP and the Work Plan. The Inception Report shall also include the Consultant's proposal regarding the proposed locations of toll plazas and traffic survey.

### **B. Detailed Project Report**

The Detailed Project Report of the Project shall include the following:

#### **(i) Sets of Drawings**

- (a) An Index Plan of the Project
- (b) Indicative lay out plan showing all the details of the structures such as buildings for check post, rest houses, ware houses, workshop, shops, parking areas, truck bays, bus bays, location of barriers, number plate scanners, weigh bridge, service roads, road signs, road furniture, safety devices, relocation of utilities, removal of tree, drainage system and other structures.

#### **(ii) Land Plan Schedules**

Land Plan schedules for acquisition of land required for integrated check post and weigh bridge for construction of buildings for check post, rest houses, ware houses, workshop, shops, parking areas, truck bays, bus bays, location of barriers, number plate scanners, weigh bridge, service roads, road signs, road furniture, safety devices, relocation of utilities, removal of tree, drainage system and other structures.

#### **(iii) Investigation Reports**

- (a) Report on traffic survey and demand assessment;
- (b) Soil, geotechnical and drainage report (Soil, geotechnical shall be conducted and certified by reputed lab);
- (c) Social Impact Assessment Report (prepared by consultant as per requirement of concerned departments. CGRDC shall apply for necessary clearances. Consultant will remove all the objections till the final clearance of concerned departments through CGRDC;
- (d) Environmental Impact Assessment Report and Environmental Management Plan (prepared by consultant as per requirement of concerned departments. CGRDC shall apply for necessary clearances. Consultant will remove all the objections till the final clearance of concerned departments through CGRDC;



**(iv) Preliminary & Final Designs**

Preliminary & Final Designs of the project including service roads, consistent with the existing facility and the additional requirements:

- (a) Traffic and toll forecasting for 10, 15 and 20 years
- (b) Preliminary & Final layout for buildings for check post, rest houses, ware houses, workshop, shops, parking areas, truck bays, bus bays, location of barriers, number plate scanners, weigh bridge, service roads, road signs, road furniture, safety devices, relocation of utilities, removal of tree, drainage system and other structures.
- (c) Preliminary & Final drainage assessment.
- (v) **Utility Relocation Plans Utility** - wise preliminary & Final plans. Costs need to be indicated and included herein.

**(vi) Preliminary & Final Costing**

- (a) BOQ
- (b) Cost Estimate for construction of Project
- (c) Total Project Cost

**C. Financial Analysis**

The Consultant shall provide a financial assessment of the proposed project as per the instruction of the Authority.

**D. Assistance during Bid Process**

The Consultant shall provide all the bid documents including concession agreement. The Consultant shall also participate in Pre-bid Conferences and assist in preparation of answers to the Bidders' queries of the Project and Bid Documents.

**18. Specific requirements for the Project**

The Consultant shall:

- (a) Provide utility wise preliminary & Final plans for shifting of existing utilities and construction of new utilities along or across the Project with cost estimates.
- (b) Indicate proposed location of buildings for check post, rest houses, ware houses, workshop, shops, parking areas, truck bays, bus bays, location of barriers, number plate scanners, weigh bridge, service roads, road signs, road furniture, safety devices, relocation of utilities, removal of tree, drainage system and other structures.
- (c) Provide an estimate of the number of trees to be cut and to be planted as compensatory a forestation with cost.
- (d) Provide a pattern of locations where lightening shall be provided and maintained by the concessionaire on the Project.

- (e) Prepare land acquisition plan and papers to be submitted to revenue authorities for land acquisition.

**19. Meetings with Clients**

The Team Leader shall meet M.D. and other officers of CGRDC once in a month and frequently as and when required.

**20. Additional Services**

The consultant shall, if so required by the client, provide the services as specified below as additional services to those specified above.

- a. Preparations of reports or additional contract documents for consideration of proposals for carrying out of additional work.
- b. Any other specialist services by the Engineer or other specifications as may be agreed upon.

All additional services other than minor extras without materially affecting the scope of work will be authorized by the CGRDC at mutually agreed rates.

**21. Time and Payment Schedule**

21.1 The total duration for preparation of the Detailed Project Report and Schedules to the Agreement shall be 90/180 days, The Consultant shall deploy all its Key Personnel as per Deployment of Personnel proposed.

21.2 Time schedule for important deliverables (the "Key Dates") of the Consultancy and the payment schedule linked to the specified deliverables is given below:

**(A) For IBCPs of Phase-I**

Key Date No.	Description of Deliverables	Duration	Payment
KD1	Against approval of the inception Report	15 days	10%
KD2	Against completion of Field Survey, investigation & submission of reports and approval of the concept plan.	30 days	20%
KD3	Against submission of draft detailed project report and detailed estimate & Land Acquisition Plan.	60 days	25%
KD4	On submission of final detailed project report, bid documents, drawings etc and providing 15 numbers of tender copies.	75 days	25%
KD5	On submission of project clearance certificates from various agencies.	90 days	10%



**Note :-** Balance 10% amount will be released after award of the work to the construction agency.

**(B) For IBCPs of Phase-II**

Key Date No.	Description of Deliverables	Duration	Payment
KD1	Against approval of the inception Report	30 days	10%
KD2	Against completion of Field Survey, investigation & submission of reports and approval of the concept plan.	75 days	20%
KD3	Against submission of draft detailed project report and detailed estimate & Land Acquisition Plan.	90 days	25%
KD4	On submission of final detailed project report, bid documents, drawings etc and providing 15 numbers of tender copies.	110 days	25%
KD5	On submission of project clearance certificates from various agencies.	180 days	10%

**Note :-** Balance 10% amount will be released after award of the work to the construction agency.

**22. Consultancy Team**

The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist of Key Personnel whose experience and responsibilities are briefly described herein.

**a. Team Leader**

(i)	Educational Qualifications	Essential	Graduate in Civil Engineering
		Desirable	Post Graduate in Highway/Transportation Engineering
(ii)	Essential Experience	Total 15 years in Project Preparation/feasibility study or detailed study and/or implementation/erection of integrated computerized check post/highway/any other infrastructure project and must have done minimum two Eligible Assignments, essentially one for integrated computerized check post project and one for any other project.	

(iii)	Job responsibilities	He will lead, coordinate and supervise the multi-disciplinary team. It will be his responsibility to guide the team in arriving at solutions within the constraints specified in the TOR.
(iv)	Age Limit	Below 60 Years

**b. Deputy Team Leader (Civil)**

(i)	Educational Qualifications	Essential	Graduate in Civil Engineering
		Desirable	Post Graduate in Highway/ Transportation Engineering
(ii)	Essential Experience	Total 10 years in feasibility study or detailed study and/or Implementation/erection of integrated computerized check post/highway/any other infrastructure project and must have done minimum one Eligible Assignment.	
(iii)	Job responsibilities	He will be responsible for suggesting the broad layout of Intersections and assessment of traffic forecast on the Project, road safety devices, layout of toll plaza, truck and bus lay byes etc. and related matter and all other civil activities specified in the TOR.	
(iv)	Age Limit	Below 60 Years	

**c. Deputy Team Leader (IT)**

(i)	Educational Qualifications	Essential	B.E. Electrical / Electronics/IT / Comp . Science Engineering
		Desirable	Post graduate in Electrical / Electronics/IT /Computer Science Engineering
(ii)	Essential Experience	Total 10 years in feasibility study of projects and/or implementation/erection of integrated computerized check post/ Software Development/Networking/Project Planning/ Project Monitoring/ Project Preparation etc. in transportation sector and must have done minimum one Eligible Assignment of computerized check post.	
(iii)	Job responsibilities	He will be responsible for design of software for computerized check post as per design required for all the networking etc. as per the requirement specified in the TOR.	
(iv)	Age Limit	Below 60 Years	

**d. Highway Engineer**

(i)	Educational Qualifications	Essential	Graduate in Civil Engineering
		Desirable	Post Graduate in Highway/ Transportation Engineering
(ii)	Essential Experience	Total 10 years in feasibility study or detailed study and/or construction of a highway project and must have done minimum one Eligible Assignment.	
(iii)	Job responsibilities	He will be responsible to Design all the pavements, engineering surveys, traffic surveys, layout of toll plaza, truck and bus lay byes etc. specified in the TOR.	
(iv)	Age Limit	Below 60 Years	

**e. Contract Expert**

(i)	Educational Qualifications	Essential	Graduate in Civil Engineering
		Desirable	Masters in Business Administration
(ii)	Essential Experience	7 years experience in drafting of agreement on basis and must have done minimum one eligible assignment.	
(iii)	Job responsibilities	He will be responsible for drafting the agreement and inclusion of all the required provisions as required for the Projects in consultation with different concerning departments and CGRDC as specified in the TOR.	
(iv)	Age Limit	Below 60 Years	

**f. Finance Analyst/Expert**

(i)	Educational Qualifications	Essential	Graduate in Economics/ Commerce & C.A.
		Desirable	Post Graduate in Economics/ Commerce
(ii)	Essential Experience	7 years experience in financial analysis of projects+ and must have done minimum one eligible assignment.	

(iii)	Job responsibilities	He will be responsible for financial analysis of the project, determination of financial viability and suggest measures to make the project most financially viable. He will also study various business/financial models for construction/operation and maintenance or both of the contemporary works of different states executed/being executed.
(iv)	Age Limit	Below 60 Years

**g. Senior Architect cum Planner**

(i)	Educational Qualifications	Essential	Graduate in Architecture
		Desirable	Post Graduate in Architecture/Planning
(ii)	Essential Experience	Total 10 years of experience in various infrastructure projects and must have done minimum one Eligible Assignment.	
(iii)	Job responsibilities	He will be responsible for design and planning of the basic civil amenities (exterior and interior) as per the requirements as specified in the TOR., including designing of structural members.	
(iv)	Age Limit	Below 60 Years	

**h. Electrical/Electronics/Electrical cum Electronics Engineer.**

(i)	Educational Qualifications	Essential	B.E. Electrical/ Electronics/ Electrical & Electronics
		Desirable	Post Graduate Electrical/ Electronics/ Electrical & Electronics
(ii)	Essential Experience	Total 7 years in feasibility study project and/or implementation /erection of integrated computerized check post/ Software development/Networking/ Project Planning/ Project Monitoring/ Project Preparation etc. in transportation sector and must have done minimum one Eligible Assignment of computerized check post.	
(iii)	Job responsibilities	He will be responsible for all design related to electrical and electronic works, as per the requirements as specified in the TOR	
(iv)	Age Limit	Below 60 Years	

**23. Payment to Project Consultant**

As per negotiated financial proposal of the consultant and as per the terms and conditions of financial proposal.

**24. Penalty**

The consultant will indemnify CGRDC for any direct loss or damage, which accrue due to deficiency in services. Penalty shall be imposed on the consultants for poor performance/deficiency in services as expected from the consultant as below:

**a. Penalty for Delay**

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

**b. Penalty for error/variation**

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.

**25. Extension of time:**

- i) If there is genuine delay to complete the pre-tender activities by the consultant then the consultant should obtain valid extension for the prescribed period of pre-tender activities.
- ii) The reduction in the fees made for the delay will not be released unless the valid extension is granted for pre-tender activities.
- iii) The decision of the Designate Authority for granting extension and penalty shall be final and binding. The Designate Authority shall be M.D., CGRDC or any officer of CGRDC authorized by him.

**26. Mode of billing and payment**

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule as per **Section 11, Annex-6** of this Agreement, subject to the Consultant fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage.
  - (ii) The Authority shall pay to the consultant, only the undisputed amount. The Authority shall cause the payment due to the Consultant to be made within.

- (b) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final report and final statement shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services, the final report or final statement, as the case may be. The Consultant shall thereupon promptly make any necessary corrections and/or additions and upon completion of such corrections or additions, the foregoing process shall be repeated.
- (c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report and a final statement in accordance with **Section-11, Clause 6.3**
- (d) Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (d) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## **27. Completion of Services**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables (Para 4). The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy services shall stand completed on acceptance by the Authority of all the deliverables of the Consultant and issue of a certificate by the Authority to that effect.



## **SECTION 9**

# **FORMATS FOR SUBMISSION OF TECHNICAL PROPOSAL**

(Refer Clause 2.14 of Section 2)

## TECHNICAL PROPOSAL

### Form-1

#### Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

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

Sub: Appointment of Consultant for preparation of Detailed Project Report.

Dear Sir,

With reference to your RFP Document issued vide letter no. .... dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our **Proposal for selection as Consultant for Preparation of Detailed Project Report (DPR) including Bid Process Management for Modernization and Computerization of Integrated Border Check Posts at 16 Locations in the State of Chhattisgarh.** The Proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, no been expelled from any project or contract nor have had any contract terminated for breach on our part I/We declare that:
7. (a) I/We have examined and have no reservations to the RFP Documents, including any Amendment issued by the authority.  
(b) I/We do not have any Conflict of Interest in accordance with **Clause 2.3, Section 2** 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 **Section 4, 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 **Clause 4.2 of Section 4** of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicant in accordance with **Section 2, Clause 2.8** of the RFP document.
  9. I/We declare that We/any member of the consortium, are/is not a member of a/any other Consortium applying for Selection as a Consultant.
  10. I/We certify that in regard to matters others than security and integrity of the country, we have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outages the moral sense of the community.
  11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our associates.
  12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/Employees.
  13. I/We hereby irrevocably waives any right which we may have at any stage at law or howsoever otherwise arising to the challenge or question any decision taken by the Authority [and/or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project. The Bid Security of **₹ 300000.00 (₹ Three lacs)** in the form of a Fixed Deposit Receipt/Term Deposit Receipt is attached, in accordance with **clause 2.20 Section 2** of the RFP document.
  14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us our proposal is not opened.
  15. I/We agree to keep this offer valid for 120 (One Hundred Twenty) days from the Proposal Due Date specified in the RFP.
  16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith the **Section 9, Form 4**.

17. In the event of my/our being selected as the Consultant, I/We agree to enter into an Agreement in accordance with the form at **Section 11 of the RFP**. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or
19. Information provided to us by the authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

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

Note:

The Cost of RFP document ₹ 10,000/- ( ₹ Ten Thousand) has been remitted through demand draft no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ (Name of Bank) in favor of **Managing Director, Chhattisgarh Road Development Corporation Ltd., Raipur payable at Raipur.**

## Form-2

### Particulars of the Applicant

1.1	Title of Consultancy :
1.2	Title of Project:
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation Registered address:  Year of Incorporation Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business  Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No.: E-mail address:

1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>i) In case of non Indian company, does the company have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>iii) Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the question at ii) to v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the function as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/adviser to the Authority and to disqualify themselves, their Associates/affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity.</p> <p style="text-align: right;">Yes/No</p>



1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If Yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No</p> <p>If Yes, have any undertaking been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/adviser for the Authority only? Yes/No</p>
-----	--

Authorized Signatory

For and on behalf of \_\_\_\_\_



## Form-3

### Statement of Legal Capacity

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

Ref. Date:

To,

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

**Sub: RFP for selection of Consultant for Preparation of Detailed Project Report (DPR) including Bid Process Management for Modernization and Computerization of Integrated Border Check Posts at 16 locations in the state of Chhattisgarh.**

**Dear Sir,**

We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

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

Yours faithfully,  
Authorized Signatory

For and on behalf of \_\_\_\_\_

## Form-4

### Power of Attorney

Know all men by these presents, We, \_\_\_\_\_ (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms \_\_\_\_\_ son/daughter/wife and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our **Proposal for Consultancy Services for Preparation of Detailed Project Report (DPR) including Bid Process Management for Modernization and Computerization of Integrated Border Check Posts at 16 locations in the State of Chhattisgarh** by the Authority (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 FOR \_\_\_\_\_

(Signature)

(Name, Title and Address)

Witness:

- 1.
- 2.

Notarised

Accepted

\_\_\_\_\_  
(Signature)

(Name, Title and Address of the Attorney)

**Notes:**

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

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.



## Form-5

### Professional Fee from Consultancy Assignment {Refer Clause 2.2.2 (A&B)}

1. For all Infrastructure Projects:

S.No.	Financial Year	Annual Professional Fee From Consultancy Assignment (In Rs. Cr.)
1.	2012-13	
2.	2013-14	
3.	2014-15	

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 Authorized Signatory:  
Designation:  
Name of firm:

(Signature of the Authorized Signatory)  
Seal of the firm

2. Only for Integrated Computerized Check Post project by Central/State Government, Authorities/ Corporations of Central/State Government:

S.No.	Financial Year	Annual Professional Fee From Consultancy Assignment (In Rs. Cr.)
1.	2012-13	
2.	2013-14	
3.	2014-15	

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 Authorized Signatory:  
Designation:  
Name of firm:

(Signature of the Authorized Signatory)  
Seal of the firm

Note:

- Please do not attach any printed Annual Financial Statement.

## Form-6

### Particulars of Key Personnel

S.No	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments #
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Team Leader						
2.	Deputy Team Leader (Civil)						
3.	Deputy Team Leader (IT)						
4.	Highway Engineer						
5.	Contract Expert						
6.	Finance Analyst /Expert						
7.	Sr. Architect cum Planner						
8	Electrical/Electronic /Electronic cum-Electric Engineer & Electric Engineer						

## Form-7

### Proposed Methodology and Work Plan

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

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

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

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

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services. The firms/ consortium have to specify about their lab facilities.

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

## Form-8

Experience of the Applicant

(Refer Clause 3.1 of Section 3)

For any Infrastructure Project:

S.No.	Name of Project	Date of completion of the project	Estimated capital cost of Project (In Rs Cr.)	Payment received by the Applicant (In Rs Cr.)
(1)	(2)	(3)	(4)	(5)
1.				
2.				
3.				
4.				
5.				

2. For Integrated Computerized Check Post project by Central/State Government, Authorities/Corporations of Central/State Government:

S.No.	Name of Project	Date of completion of the project	Estimated capital cost of Project (In Rs Cr.)	Payment received by the Applicant (In Rs Cr.)
(1)	(2)	(3)	(4)	(5)
1.				
2.				
3.				
4.				
5.				

Note:

1. The Applicant should provide details of only those projects that have been undertaken in India by it under its own name or in case of JV as Lead Partner or other Partner.
2. The names and chronology of Eligible Projects included here should conform to the Project-wise details submitted in **Form-10 of Section 9**.

## Form-9

Experience of Key Personnel@

(Refer Clause 3.1 of Section 3)

Name of Key Personnel:

Designation:

S.No.	Name of Project	Estimated capital cost of project (In Rs cr.)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the project	Date of completion of project assignment
(1)	(2)	(3)	(4)	(5)	(6)
1.					
2.					
3.					
4.					

@ Use separate sheet for each key personnel.

## Form-10

### Eligible Assignments of Applicant

(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Project:	
Length in km or other particulars	
Description of services performed by the Applicant firm:	
Name of Client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs cr):	
Payment received by the Applicant (in Rs. cr):	
Start date and finish date of the services (month/year):	
Brief description of the Project:	

**Notes:** Use separate sheet for each Eligible Project. Attach experience certificate from employer/client.

## Form-11

### Eligible Assignments of Applicant

(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Project:	
Length in km or other particulars	
Description of services performed by the Applicant firm:	
Name of Client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in ₹ cr):	
Payment received by the Applicant (in ₹ cr):	
Start date and finish date of the services (month/year):	
Brief description of the Project:	

**Notes:** Use separate sheet for each Eligible Project.

## Form-12

### Curriculum Vitae (CV) of Professional Personnel

1. Proposal Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

Please affix recent  
colored photograph

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

7. List of Projects on which the Personnel has worked  
(Project Name Description of assignment performed,  
Period etc.)
8. Details of the current assignment and the time duration for which services are required  
for the current assignment.
  1. I am willing to work on the Project and I will be available for entire duration  
of the Project assignments 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.

Signature of Professional \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

Signature of the Applicant  
(Authorized Representative)

- Notes:-**
1. Use separate form for each Professional Personnel.
  2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm a long with the seal of the firm. Photocopies will not be con side red for evaluation.



## Form-13

### Proposal of Sub-Consultant

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

Applicant

Signature of the

**Note:**

Use separate form for each Sub-Consultant.



## **SECTION 10**

# **FORMATS FOR SUBMISSION OF FINANCIAL PROPOSAL**



## FINANCIAL PROPOSAL

### Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

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

**Subject: Consultancy Services for Preparation of Detailed Project Report (DPR) including Bid Process Management for Modernization and Computerization of Integrated Border Check Posts at 16 locations in the State of Chhattisgarh.**

Dear Sir,

I/We \_\_\_\_\_(Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

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

Yours faithfully,

(Authorized Representative)

Name:

Designation:

Address:

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

(See Clause 2.1.3)

## Form-2

### FINANCIAL PROPOSAL (RATES AND AMOUNT)

S.No.	Description	Nos.	Unit Rate (In ₹)		Amount (In ₹)
			In Figures	In Words	
1	2	3	4	5	6 (Column 3×4)
1.	IBCPs of Phase-I (As per Clause 1.5 of Section-1 of RFP)	04			
2.	IBCPs of Phase-II (As per Clause 1.5 of Section-1 of RFP)	12			
	<b>Total</b>	16			

**Total Amount In Words** -----

**Notes:**

- In case of any discrepancy between rate in figures and words, the rate quoted in words would be considered final..
- In case of any discrepancy between rate and amount, the rate would be considered final.
- All the cuttings and overwriting shall be clearly initialed.
- Service Tax will be paid extra as per applicable rules.
- No escalation on any account will be payable on the above amounts. Insurance and any other charges not shown here are considered included in cost of consultancy.

-----  
Signature of the Applicant/Authorized Representative

Name -----

Designation -----

Name of the Firm -----

Date -----



## **SECTION 11**

# **DRAFT CONTRACT AGREEMENT FOR CONSULTANCY SERVICES**

**CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT  
(DPR) including Bid Process Management for Modernization and  
Computerization of Integrated Border Check Posts at 16 (sixteen) locations in  
the State of Chhattisgarh**

## SECTION – 11

### DRAFT CONTRACT AGREEMENT FOR CONSULTANCY SERVICES

#### *DRAFT CONTRACT AGREEMENT*

**Between**

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

**And**

**M/s .....**

**For**

**Consultancy Services for Preparation of Detailed Project  
Report (DPR) including Bid Process Management for Modernization and  
Computerization of Integrated Border Check Posts at 16 (sixteen) locations  
in the State of Chhattisgarh**

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## AGREEMENT

### **Consultancy Services for Preparation of Detailed Project Report (DPR) including Bid Process Management for Modernization and Computerization of Integrated Border Check Posts at 16 (sixteen) locations in the State of Chhattisgarh**

AGREEMENT No. \_\_\_\_\_

This AGREEMENT (herein called the "Agreement") is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_ 2015\*, between, on the one hand, the Governor of Chhattisgarh acting through Managing Director Chhattisgarh Road development Corporation Ltd. (CGRDC) hereinafter called the "the Authority" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultant" which expression shall include their respective successors and permitted assigns.

#### WHEREAS

- (A) The Authority vide its Request for Proposal for **Consultancy Services for Preparation of Detailed Project Report (DPR) including Bid Process Management for Modernization and Computerization of Integrated Border Check Posts at 16 (sixteen) locations in the State of Chhattisgarh** (hereinafter called the "Consultancy") for **Preparation of Detailed Project Report (DPR) including Bid Process Management for Modernization and Computerization of Integrated Border Check Posts at 16 (sixteen) locations in the State of Chhattisgarh** (hereinafter called the "Project");
- (B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposal the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP.
- (C) The Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated \_\_\_\_\_ (the "LOA"); and
- (D) The pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

#### 1. GENERAL

##### 1.1 Definitions and Interpretation

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

- (a) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time; "Agreement" means this
- (b) Agreement, together with all the Annexes ;
- (c) "Agreement Value" shall have the meaning set forth in **Clause 6.1.2**; of Agreement.

- (d) "Additional Costs" shall have the meaning set forth in **Clause 6.1.2**;
- (e) "Confidential Information" shall have the meaning set forth in **Clause 3.3**;
- (f) "Conflict of Interest" shall have the meaning set forth in **Clause 3.2** read with the provisions of RFP;
- (g) "Dispute" shall have the meaning set forth in **Clause 9.2.1**;
- (h) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to **Clause 2.1**;
- (i) "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- (j) "Government" means the Government of Chhattisgarh.
- (k) "INR, Re. or Rs." means the Indian Rupees;
- (l) "Member", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of that Services or any part thereof;
- (n) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (o) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (p) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (r) "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of **Clause 4.7**; and
- (s) "Third-Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

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

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

## 1.2 Relation between the Parties

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

## 1.3 Rights and Obligations

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

- (a) the consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payment to the Consultant in accordance with the provisions of the Agreement.

#### **1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Raipur shall have jurisdiction over matters arising out of or relating to this Agreement.

#### **1.5 Language**

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

#### **1.6 Table of Contents and headings**

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

#### **1.7 Notices**

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

- (a) in the case of the Applicant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Applicant's Representative set out below in **Clause 1.10** or to such other person as the Applicant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Raipur may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Applicant may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in **Clause 1.10** or to such other person as the Authority may from time to time designate by notice to the Applicant; provided that if the Applicant does not have an office in Raipur it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post if ought to have been delivered.

#### **1.8 Location**

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

**1.9 Authority of Member-in-charge**

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

**1.10 Authorized Representatives**

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

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

**Managing Director**  
**Chhattisgarh Road Development Corporation Ltd.**  
**3rd Floor, Sirpur Bhawan Campus,**  
**Civil Lines, Behind Akashvani,**  
**Raipur -492001(C.G.)**  
**Ph No. 0771-4043395, Fax 0771-4033242**  
**Email- [info@cgrdc.in](mailto:info@cgrdc.in) , [info.cgrdc@gmail.com](mailto:info.cgrdc@gmail.com) Web –[www.cgrdc.in](http://www.cgrdc.in)**

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

\_\_\_\_\_  
 \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

**1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

**2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

**2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

**2.2 Commencement of Services**

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

**2.3 Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in **Clause 2.2** above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

## 2.4 Expiration of Agreement

Unless terminated earlier to **Clause 2.9** hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments under this Agreement, have been made.

## 2.5 Entire Agreement

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

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

## 2.6 Modifications of Agreement

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

## 2.7 Force Majeure

### 2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of 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, explosions, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No breach of Agreement**

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

### **2.7.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to 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 Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as result of Force Majeure.

### **2.7.5 Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to get extra time without penalty reasonably and necessarily by it during such period for the purpose 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 Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.8 Suspension of Agreement**

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

### **2.9 Termination of Agreement**

#### **2.9.1 By the Authority**

The Authority may, by not less than thirty (30) days' written notice of termination to the consultant, such notice to be given after the occurrence of any of the events specified in this **Clause 2.9.1**, terminate this Agreement if:

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **Clause 2.8**



- hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
  - c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 9** hereof;
  - d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
  - e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible of successful, is found to be false, incorrect or misleading;
  - f) as the result of Force Majeure, the Consultant is unable to perform a material portions of the Services for a period of not less than sixty (60) days; or the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### **2.9.2 By the Consultant**

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

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to **Clause 9** hereof within forty- five (45) days after receiving written notice from the Consultant's notice specifying such breach;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) the Authority fails to comply with any decision reached as a result of arbitration pursuant to **Clause 9** hereof.

### **2.9.3 Cessation of rights and obligations**

Upon termination of this Agreement pursuant to **Clauses 2.3 or 2.9** hereof, or upon expiration of this Agreement pursuant to **Clause 2.4** hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in **Clause 3.6 (ii)** hereof, and any right which a Party may have under the Applicable Law.

### **2.9.4 Cessation of Services**

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

### **2.9.5 Payment upon Termination**

Upon termination of this Agreement pursuant to **Clause 2.9.1 or 2.9.2** hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments

any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to **Clause 6** hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to **sub-clauses (a) through (e) of Clause 2.9.1** hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

### **2.9.6 Disputes about Events of Termination**

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

## **3. OBLIGATIONS OF THE CONSULTANT**

### **3.1 General**

#### **3.1.1 Standards of Performance**

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

#### **3.1.2 Terms of Reference**

The scopes of Services to be performed by the Consultant are specified in the Terms of Reference (the "TOR") at **Annex-I** of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

#### **3.1.3 Applicable Laws**

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

### **3.2 Conflict of Interest**

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

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any



breach of this obligation shall amount to a Conflict of Interest. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

### 3.2.3 Prohibition of conflicting activities

Neither the Consultant not its Sub-Consultant not the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

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

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

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

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

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

- (a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) "fraudulent practice" means a misrepresentation of omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "coercive practice" means impairing or harming, or threatening of impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **3.3 Confidentiality**

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

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

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

- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Government Instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either or them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall required their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4 Liability of the Consultant**

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

#### **3.4.2 Consultant's liability towards the Authority**

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

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

- (i) for any indirect of consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in **Clause 6.12** of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with **Clause 3.5.2**, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Consultant's liability, if any, for damage of Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

### **3.5 Insurance to be taken out by the Consultant**

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

(b) Within 15 (fifteen) days of reviving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall

furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

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

- (a) Third Party liability insurance as required under Applicable Laws.
- (b) Third Party liability insurance with a minimum coverage of [Rs. 1 Crore] for the period of this Agreement.
- (c) The indemnity limit in terms of "Any One Accident" (AOA) and "Agreement limit on the policy period" (AOP) should not be less than the amount stated in **Clause 6.1.2** of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, 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 no later than the date of commencement of Services and remain effective as per relevant requirements of the Agreement.

### **3.6 Accounting, inspection and auditing**

The Consultant shall,

- (i) 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 basis thereof (including the basis of the Consultant's costs and charges), and
- (ii) Permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect them same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

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

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

- (a) appointing such members of the Professional Personnel as are not listed in **Annex-2**.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood . The consultant may sub contract part of the consultancy services with the prior approval of the authority in writing limited to 50% of the contract value. That the Consultant shall remain fully liable for the performance of the Services by the Sub- Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that may be specified in this Agreement.

### **3.8 Reporting Obligations**

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

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

3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

3.9.2 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

#### **3.10 Equipment and materials furnished by the Authority**

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

### **3.11 Providing access to Project Office and Personnel**

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

### **3.12 Accuracy of Documents**

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



## 4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

### 4.1 General

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

### 4.2 Deployment of Personnel

- 4.2.1 The designations, name and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in **Annex-2** of this Agreement. The estimate of Personnel costs and manday rates are specified in **Annex- 3** of this Agreement.
- 4.2.2 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in **Clause 6.12**.

### 4.3 Approval of Personnel

- 4.3.1 The Professional Personnel listed in **Annex-2** of the Agreement are hereby approved By the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at **Section 9, (Form-12)** of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within fourteen (14) days of the date of receipt thereof under this **Clause 4.3**, it shall be deemed to have been approved by the Authority.

### 4.4 Substitution of Key Personnel

- 4.4.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel during negotiations as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 4.4.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to one for each key position by personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum as specified below shall be deducted from the payments due to the Consultant :

<b>Key Personnel</b>	<b>Deduction for First Substitution of Key Personnel (In ₹)</b>
Deputy Team Leader (Civil)	2,00,000
Deputy Team Leader (IT)	2,00,000
Highway Engineer	2,00,000
Contract (BOT/DBFOT) Expert	1,00,000
Financial Analyst/Expert	1,00,000
Senior Architect cum Planner	1,00,000
Electrical & Electronics Engineer	1,00,000

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

#### 4.5 Working Hours, Overtime, Leave, etc.

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

#### 4.6 Resident Team Leader and Project Manger

The person designated as the “Resident Team Leader” of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as “Project Manager” who shall be responsible for day to day performance of the Services.

#### 4.7 Sub-Consultant

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

### 5. OBLIGATIONS OF THE AUTHORITY

#### 5.1 Assistance in Clearances etc.

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

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

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

## 5.2 Access to Land and Property

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

## 5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding Rs. 5 (five) lakh, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Agreement Value specified in **Clause 6.1.2**.

## 5.4 Payment

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

## 6. PAYMENT TO THE CONSULTANT

### 6.1 Cost Estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in **Annex-5** of the Agreement.
- 6.1.2 Except as may be otherwise agreed under **Clause 2.6** and subject to **Clause 6.1.3**, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_), which does not include the Additional Costs specified in **Annex-5** (the "Additional Costs").
- 6.1.3 Notwithstanding anything to the contrary contained in **Clause 6.1.2**, if pursuant to the provisions of **Clauses 2.6 and 2.7**, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in **Clause 6.1.1** above, the Agreement Value set forth in **Clause 6.1.2** above shall be increased by the amount or amounts, as the case may be, of any such additional payments.



#### 6.1.4 Retention Money

An amount equivalent to 5% of the contract value shall be retained for accuracy of design and quantities submitted and the same will be released after the completion of the construction works (Civil, Electrical, IT & Other related works of IBCP) or after 3 years from completion of consultancy services, whichever is earlier. The 'Retention Money' may however be released by the Authority on substitution by Bank Guarantee of the same amount valid up to the period as above.

#### 6.2 Currency of Payment

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

#### 6.3 Mode of Billing and Payment

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule at **Annex-6** of this Agreement, subject to the Consultant fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage. ``
  - (ii) the Authority shall pay to the consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date"). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (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 Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final report and final statement shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services, the final report or final statement, as the case may be. The Consultant shall thereupon promptly make any necessary corrections and/or additions and upon completion of such corrections or additions, the foregoing process shall be repeated.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report and a final statement in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

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

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Performance Security**

7.1.1. The Authority shall retain by way of performance security (the "Performance Security"), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in **Clause 7.2** herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of three months after the expiration of this Agreement pursuant to **Clause 2.4** hereof.

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

### **7.2 Liquidated Damages**

#### **7.2.1 Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.

#### **7.2.2 Liquidated Damages for delay**

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

#### **7.2.3 Encashment and appropriation of Performance Security**

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

### **7.3 Penalty for deficiency in Services**

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

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

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

### **8.2 Operation of the Agreement**

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

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable settlement**

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

### **9.2 Dispute resolution**

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

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

### **9.3 Conciliation**

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

## 9.4 Arbitration

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

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

9.4.3 The arbitrators shall make a reasoned award (the "Award"). Any award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Government agree and undertake to carry out such Award without delay.

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

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

### 9.4.6 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Raipur (CG).
- (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	₹ 15,000/- per day subject to a maximum of ₹ 4.00 lacs or ₹ 2.5 lacs (lump sum) subject to publishing the award within 12months.
2	Reading charges	₹ 15,000/-
3	Secretarial Assistance and Incidental	₹ 20,000/-

4	Charges for publishing/ declaration of the award	₹ 20,000/-
5	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)	
	Traveling expenses  Lodging and Boarding	Economy class (by air), First class AC (by train) and AC Car (by road) a) ₹ 15,000/- per day (in metro cities) b) ₹ 7,000/- per day (in other cities) c) ₹ 3,000/- per day if any Arbitrator makes own arrangements.
6	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	₹ 3,500/- per day
Note:-	1. Lodging boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. Away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as metro cities.	

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

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
Consultant:

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED  
For an behalf of  
Chhattisgarh Road Development  
Corporation Ltd. (CGRDC)

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)

2.

## **Annex-1**

### **Terms of Reference (Refer Clause 3.1.2)**

**(Reproduce Section 8 of RFP)**

## **Annex-2**

### **Deployment of Personnel (Refer Clause 4.2)**

## **Annex-3**

### **Estimate of Personnel Costs (Refer Clause 4.2)**



## **Annex-4**

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

**(Reproduce as per Form-13 of Section-9)**

## **Annex-5**

### **Cost of Services (Refer Clause 6.1)**

**(Reproduce as per Form-2 of Section 10)**

## Annex-6

### Payment Schedule (Refer Clause 6.3)

#### (A) For IBCPs of Phase-I

Key Date No.	Description of Deliverables	Duration	Payment
KD1	Against approval of the inception Report	15 days	10%
KD2	Against completion of Field Survey, investigation & submission of reports and approval of the concept plan.	30 days	20%
KD3	Against submission of draft detailed project report and detailed estimate & Land Acquisition Plan.	60 days	25%
KD4	On submission of final detailed project report, bid documents, drawings etc and providing 15 numbers of tender copies.	75 days	25%
KD5	On submission of project clearance certificates from various agencies.	90 days	10%

**Note :-** Balance 10% amount will be released after award of the work to the construction agency.

#### (B) For IBCPs of Phase-II

Key Date No.	Description of Deliverables	Duration	Payment
KD1	Against approval of the inception Report	30 days	10%
KD2	Against completion of Field Survey, investigation & submission of reports and approval of the concept plan.	75 days	20%
KD3	Against submission of draft detailed project report and detailed estimate & Land Acquisition Plan.	90 days	25%
KD4	On submission of final detailed project report, bid documents, drawings etc and providing 15 numbers of tender copies.	110 days	25%
KD5	On submission of project clearance certificates from various agencies.	180 days	10%

**Note :-** Balance 10% amount will be released after award of the work to the construction agency.

## Annex-7

### Bank Guarantee for Performance Security (Refer Clause 7.1.2)

To,

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

In consideration of “**Chhattisgarh Road Development Corporation Ltd.,**” acting on behalf of the [The Governor of Chhattisgarh] (hereinafter referred as the "Authority",] 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 as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. \_\_\_\_\_ dated \_\_\_\_\_ valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), (hereinafter referred to as the "Agreement") a Consultancy Services for Preparation of **Detailed Project Report (DPR) including Bid Process Management for Modernization and Computerization of Integrated Border Check Posts at 16 (Sixteen) locations in Chhattisgarh,** and the Consultant having agreed to furnish a Bank Guarantee amounting Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to the Authority for performance of the said Agreement.

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

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

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

4. We, \_\_\_\_\_ (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be forceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, \_\_\_\_\_ (indicate the name of the Bank) further with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act, or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever under the law relating to sureties would but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consents of the Authority in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200\*  
For \_\_\_\_\_

**NOTES:**

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

## SCHEDULE-3

### (Refer Clause 2.3.3 of sec 2) Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of **Clause 2.3 of sec 2** of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their in a business or their personal interest could influence their judgment in the exercise of their duties. The process of selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaires/contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and consultants:
    - (i) Potential consultant should be privy to information from the Authority which is not available to others.
    - (ii) Potential consultant should not have defined the project when earlier working for the Authority.
    - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
  - (b) Consultants and concessionaires/contractors:
    - (i) No Consultant should have an ownership interest or a continuing business interest or relationship with a potential concessionaire contractor.
    - (ii) No consultant should be involved in owning or operating entities resulting from the project.
    - (iii) No consultant should bid for works 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, thereof, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach to avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese wall approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted in exceptional

cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference of the proposed documentation are also eligible for the consequent assignment of project.
7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.