RFP No. 86 /Cons.Serv/18-19/CGRDC/Raipur Dated: 22/05/2018

Request For Proposal

For

Procurement of Services

By

Chhattisgarh Road Development Corporation Limited (CGRDC)

Chhattisgarh Road Development Corporation Limited

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

Website : www.cgrdc.in, email ID : info@cgrdc.in, 0771 – 4043395

- Section 1 - Letter of Invitation
- Section 2 - Instruction to Bidders Including Terms and Conditions
- Section 3 - Financial Proposal Standard forms
- Section 4 - Standard Form of Contract

SECTION 1

Letter of Invitation

Chhattisgarh Road Development Corporation Limited

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

CIN : U45203CT2014SGC001560

REQUEST FOR PROPOSAL

No. ..... /CGRDC/2018/ Raipur Dated: ----------/2018

Chhattisgarh Road Development Corporation Limited Raipur invites proposals from the interested Firms/Companies/organizations for Procurement of Services as described in the RFP. Interested Bidders should provide information demonstrating that they have the required qualification and relevant experience to perform the services. Detailed information docket may be downloaded from official Departmental website **http://www.cgrdc.in** or may be obtained from the office of the undersigned during office hours. RFP (as mentioned in the information docket) along with the Docket Cost of Rs.2000.00/- (Rs. Two thousand only) in form of Non-refundable Demand Draft in favour of **Managing Director,** Chhattisgarh Road Development Corporation, Limited on any scheduled bank payable at Raipur Chhattisgarh, must be delivered through registered post/Speed post on the address below to reach by 13.06.2018 by 15:00 Hrs.

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

Managing Director
Chhattisgarh Road Development Corporation Limited
Third Floor, Sirpur Bhawan Campus,
Behind Akashvani , Civil lines,
Raipur 492001,
Phone 0771 – 4043395, 4263242, Fax 0771-4033242,
E-mail:- info@cgrdc.in. info.cgrdc@gmail.com

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to the Bidder(s), by or on behalf of Chhattisgarh Road development Corporation Limited, Raipur, (CGRDC) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for CGRDC, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. CGRDC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

CGRDC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document or modify it by uploading the same in the website **http://www.cgrdc.in.**

Managing Director
Chhattisgarh Road Development Corporation Limited
Third Floor, Sirpur Bhawan Campus,
Behind Akashvani , Civil lines,
Raipur 492001,
Phone 0771 – 4043395, 4263242, Fax 0771-4033242,
E-mail:- info@cgrdc.in
info.cgrdc@gmail.com

SECTION 2

INSTRUCTIONS TO BIDDERS

- **Key Information & Event Schedule**
- **Instructions to Bidders & Terms of Conditions**

DATA SHEET

Key Information and Event Schedule

S. N.	Description	
1.	Web Address to download the RFP	**http://www.cgrdc.in**
2	Last date and time of Submission of Bid (Bid Due Date)	**Up to 15.00 hrs;** **Date: ----------**
3	Mode of Submission of RFP	**Through speed post /registered post only.** **Note:- No drop box facility will be available.**
4	Opening of Technical Bid	**At 16:30 hours (IST) or thereafter;** **Date: 13/06/2018**
5	Date of opening of Financial Bid	To be intimated later to the technically qualified bidders.
6	Duration of services:	As per Clause 4, Instructions To Bidders, Section-2 of this RFP.
7	Cost of RFP Document	As per Clause 17, Instructions To Bidders, Section-2 of this RFP.
8	Earnest Money Deposit	As per Clause 12, Instructions To Bidders, Section 2 of this RFP.
9	Validity of proposal	As per Clause 18, Instructions To Bidders, Section 2. of this RFP.
10	Selection Process	As per Clause 15 , Evaluation, Award and Signing of agreement, Section-2. of this RFP.
11	Representative/Contact Person, for further information	• Shri G S Solanki , GM CGRDC (9425207316)
12.	Address where Bidders must sent proposal	Managing Director Chhattisgarh Road Development Corporation Limited, Third Floor, Sirpur Bhawan Campus, Behind Akashvani , Civil lines, Raipur 492001, Phone 0771-4043395, Fax 0771-4033242 E-mail:- info@cgrdc.in.

INSTRUCTION TO BIDDERS

1. Background

CGRDC is engaged in the development of roads in the state of Chhattisgarh and as a part of this endeavour, the CGRDC has decided to engage Procurement of Services for different provisions/tasks assigned thereof.

2. Scope of Procurement of Services

The selected bidder shall provide the services for the posts as mentioned in Form FIN-1, Section 3 of this RFP.

3. Scope of Proposal

Agencies are advised that the selection of the Agency shall be on the basis of an evaluation by the CGRDC, through the Selection Process specified in this RFP. Agencies 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 CGRDC's decision is without any right of appeal whatsoever;

The Agency shall submit its Proposal in the form and manner specified in this RFP. Upon selection, the Agency shall be required to enter into an Agreement with CGRDC.

4. Contract Period

The Contract will be initially for a period of two years from the date of deployment of the personnel in CGRDC and can be extendable for up to one year on same terms and conditions as set forth in this RFP. The performance will be evaluated by CGRDC monthly and if any point of time performance not found satisfactory the agreement would be unilaterally terminated by CGRDC after the expiry of one month from the date of serving the notice in this regard.

5. Substitution of Key Personnel

- CGRDC will not normally consider any request of the Selected Agency for substitution of Key Personnel. 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 CGRDC;

- In case of substitution of key personnel, CGRDC reserves the right to examine the new Personnel proposed to be provided as replacement.

- In case of gap period for replacement of any personnel no remuneration will be provided for that period concerned. The gap period must not be more than a week.

6. Termination of Contract

a. The premature termination or the suspension of the CGRDC`S engagement, in respect of the funds with which the Officer has been engaged, or significant change in the requirements of the job, for which the CGRDC cannot be held responsible, will give rise to the right of the CGRDC to terminate this contract.

b. Further, CGRDC reserves the right to terminate this contract for any of the following Reasons:

- Absence of the Team/Personnel from duty except as a result of sickness or accident for not more than a week;
- Unsatisfactory performance by the Team/Personnel;
- Misconduct by the Team/Personnel or breach of the terms of this contract or any act or omission which in the reasonable opinion of the State Government, may bring the State Government into disrepute;
- Significant incompatibility of the Team/Personnel with local personnel/officials or public/consumers.

c. Conversely, the incumbent may terminate the contract with one month Notice to the State Government after compensating all the losses to CGRDC due to sudden termination. Abrupt and irresponsible termination of the contract by the agency may also result in black listing of the agency.

7. Conditions of Eligibility of Agencies

Agencies must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Agencies who satisfy the Conditions of Eligibility will be considered for evaluation.To be eligible for evaluation of its Proposal, the Agency shall fulfil the following Minimum Eligibility Criteria.

- The Agency must be Registered Firm / Organization / Agency registered under the Appropriate Legal Entity as applicable under Prevailing laws of the State/Central Government
- Consortium /JV of procurement firms will not be eligible
- The Bidders must have an experience of a period not less than five years in similar nature of Works under State/Central/ULB Govt./ any central or state undertaking.
- The Bidder must have completed at least 5 similar nature of works under any Central/State government/ ULB/or any Central or State Undertaking.
- The Bidders must have minimum Annual average Turnover of Rs 20 lakhs in the last three financial Years.
- The Bidders must have a valid GST registration as applicable under prevailing laws of State/Central Government.
- An Agency should have, during the last three years, neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Agency, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Agency. (Self Certification duly notarized to be attached)
- While submitting a Proposal, the Agency should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient.

8. Basis of Selection

The agency quoting minimum overall cost (inclusive of the minimum salary to be paid to the key personnel as mentioned in column 3 of FORM FIN -1 of this RFP and the service charge as quoted by the bidder) for providing Procurement of Services to the CGRDC would be selected.

9. Conflict of Interest

- The selected agency shall not receive any remuneration in connection with the same assignment except as provided in the Agreement. The agency and its affiliates shall not engage in consulting activities that conflict with the interest of the CGRDC. The agency should provide professional, objective and impartial advice and at all times hold the confidentiality of CGRDC and its interest paramount.

10. Format and Signing of Request for Proposal (RFP)

The RFP shall be submitted in two parts –

- Part A – Technical Proposal
- Part B - Financial Proposal

The RFP shall be typed or written in indelible ink and shall be signed by the agency or a person or persons duly authorized. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the RFP prior to opening of the same.

11. Submission of RFP - Packing, Sealing and Marking

The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with agency's name and address in the left hand corner of the envelope and super scribed in the following manner:-

Technical proposal should contain only the technical documents as desired in the RFP and in no circumstances should contain any financial offer and in the case of any violation shall lead to rejection of application. Any partial submission in technical as well as financial bid may also result in the rejection of the application.

- **Part-A –** Technical Proposal for Providing Procurement of Services to CGRDC
- **Part-B** - Financial Proposal for Providing Procurement of Services to CGRDC

12. Earnest Money Deposit (EMD)

- Proposal of firms should necessarily be accompanied by Earnest Money Deposit for an amount of Rs.50,000/- (Rs. Fifty Thousand only) in the form of a Demand Draft in favor of Managing Director, Chhattisgarh Road Development Corporation Limited on any scheduled bank payable at Raipur in a separate sealed covered envelope duly superscribed by **"Envelope for Earnest Money Deposit (EMD)"**

- EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Procurement Agreement between CGRDC and the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon two months after the completion of the Procurement of Services.

- EMD shall be forfeited in the following cases:

a) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and

b) If the successful Bidder fails to execute the Procurement Agreement within the stipulated time or any Extension thereof provided by CGRDC

c) If the bidder withdraws its offer after submitting the proposal within the stipulated time

12. **Clarifications and Amendments to RFP Documents**

At any time before the proposal due date CGRDC may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website (**http://www.cgrdc.in)** only. The amendments shall be binding on the bidders. To give bidders reasonable time to take an amendment into account in their proposals, CGRDC may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice in the website of CGRDC only. In case there is a substantial change in RFP CGRDC will publish the revised RFP. Revised RFP will be uploaded in the website (**http://www.cgrdc.in)** and the same should be submitted.

13. **Fraud and Corruption**

CGRDC requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the CGRDC:

(i) defines, for the purposes of this provision, the terms set forth below as follows:

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

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

(c) "collusive practices" means a scheme or arrangement between two or more bidders, designed to influence the action of any party in a agency selection process or the execution of a contract;

(d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a agency selection process, or affect the execution of a contract; and

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

(iii) CGRDC will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in CGRDC-financed activities if it at any time determines that the agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an CGRDC-financed contract; and

(iv) CGRDC will have the right to require that, in agency selection documentation and in contracts financed by the CGRDC, a provision be included requiring bidders to permit the CGRDC or its representative to inspect their accounts and records and other documents relating to agency selection and to the performance of the contract and to have them audited by auditors appointed by the CGRDC.

14. Preparation of the Proposal

a. The proposal shall be in English language. The original proposal (Technical and Financial proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by bidders themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who had signed the proposal. The authorized representative of the bidder shall initial all pages of the original hard copy of the Technical and Financial proposal. All the documents should be Hard Bound.

i. Bidder's proposal (the proposal) shall consist of three (2) envelopes -

Envelope-1	Technical Proposal
Envelope-2	Financial proposal

ii. The bidder shall submit Original hard bound document in each of the above envelopes and shall also submit a soft copy in CD ROM of all the contents of "Key Submission" and "Technical Proposal" in a separate cover in Envelope – 2.

iii. Soft copy of financial proposal shall not be submitted

iv. The contents of the envelopes are set out in sub para 'b' below

b. Envelope 1: "Technical Proposal"

The following documents shall be submitted in Envelope 1 –

i. A non refundable docket cost as a crossed demand draft is required to be enclosed for an amount of Rs.2000.00 (Rupees Two Thousand only) drawn in favor of Managing Director, Chhattisgarh Road Development Corporation Limited on any scheduled bank payable at Raipur Chhattisgarh.

ii. Certificate of Incorporation /Registration as applicable under State/Central Government.

iii. Annual Financial turnover of the last three financial years duly certified by chartered Accountant.

iv. Self certification of the firms stating that during the last three years, neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Agency, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Agency.

v. Proof of Performing Similar nature of Works in the last three years enclosing the copies of the Work Orders received by the bidders from the respective Clients.

vi. RFP and draft Procurement Service Agreement duly signed in blue indelible ink and stamped by the authorized representative of the bidder.

c. Envelope 2:"Financial Proposal"

(i) The Financial proposal must be submitted in hard copy using Form FIN – 1 Bidders shall use only Indian currency in preparation of Forms FIN-1.

(ii) The Financial proposal shall be placed in a sealed Envelope 2 clearly marked by red felt pen "FINANCIAL PROPOSAL" and If the Financial proposal is not submitted by the bidder in a separate sealed envelope and not duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial proposals non-responsive. Decision of CGRDC in such case shall be final and binding.

d. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.

e. It shall be deemed that prior to the submission of the Proposal, the Bidder has:

i. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
ii. received all such relevant information as it has requested from CGRDC; and
iii. Made a complete and careful examination of the various aspects of the Project.

f. CGRDC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

15 Submissions, Receipt and Opening of Proposals

a. All The two envelopes including the Envelope for EMD shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and Title of the Project, Proposal Due Date and other information indicated in the Data Sheet and must be super scribed as "**Request for Proposal for Providing Procurement of Services To Chhattisgarh Road Development Corporation Limited" at** CGRDC.

b. Proposals must be sent by speed post /registered post only, at the indicated addresses on or before the time and date stated in the Data Sheet or any new date extended by CGRDC .No drop box facility shall be available.

16. Evaluation, Award and Signing of Agreement

- From the time the proposals are opened till the time the contract is awarded, the bidder should not contact CGRDC on any matter related to its Technical and/or Financial proposal. Any effort by a bidder to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the bidder's proposal.
- No request for alteration, modification, substitution or withdrawal shall be entertained by CGRDC in respect of proposals already submitted by the bidder.

- Prior to evaluation of proposals CGRDC will determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if:

(a) It is received by the proposal Due Date including any extension thereof;

(b) It is accompanied by the EMD of Rs. 50,000/- (Rs. Fifty Thousand only) in the form of a Demand Draft in favor of Managing Director, Chhattisgarh Road Development Corporation Limited on any scheduled bank payable at Raipur.

(c) It is accompanied by demand draft of Rs 2000/- (Rs. Two Thousand only) in the form of a Non-refundable Demand Draft of any scheduled bank in favor of Managing Director, Chhattisgarh Road Development Corporation Limited payable at Raipur as docket cost.

(d) It is signed, sealed, hard bound and marked as stipulated in this RFP document;

(e) RFP and draft Procurement Service Agreement duly signed in blue indelible ink and stamped by the authorized representative of the bidder.

(f) Letter of proposal in the prescribed format. (Appendix-A)

(g) It is accompanied by the Power of Attorney, authorizing a representative of the bidder for signing the proposal; (Appendix-B)

(h) It contains all the information (complete in all respects) as requested in the RFP;

- CGRDC reserves the right to reject any or all proposal without assigning any reason thereof.

- Financial Proposals shall be opened publicly in the presence of the Qualified Agencys' or their representatives.
- The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the lower will prevail. In addition to the above corrections, as activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- The event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, CGRDC shall declare the Preferred Bidder as the Successful Bidder. CGRDC will notify the Successful Bidder through a Letter of Intent (LoI) that its Proposal has been accepted.
- The Successful Bidder(s) shall execute the Procurement Agreement within one week of sending the LoA (Letter Of Acceptance) to CGRDC in the context of the received LoI as per clause 9, Evaluation, Award and Signing of Agreement Section-2 of this RFP from CGRDC or within such further time as CGRDC may agree to in its sole discretion.
- Failure of the Successful Bidder to execute the procurement agreement within specified period shall constitute sufficient grounds for the annulment of the LoI and forfeiture of the EMD.
- Notwithstanding anything contained in this RFP, CGRDC reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

- Any conditional proposal submitted by bidder shall be summarily rejected by CGRDC
- The Technical Evaluation of only such Bidders fulfilling the Min. Eligibility Criteria as mentioned the RFP would be done, else all other proposal would be considered as non eligible.
- The contract shall commence from the date of signing of the contract agreement. However, the Procurement of Services under the Agreement shall commence from the date of deployment of the RPMC Team.

17 Cost of the RFP

RFP must necessarily be accompanied in a separate sealed envelope (as mentioned above) consisting of non refunding Docket cost amounting to Rs.2,000/- (Rupees Two Thousand Only) in the form of a Demand Draft of a nationalized/national scheduled bank in the favour of **Managing Director,** Chhattisgarh Road Development Corporation, Limited payable at Raipur Chhattisgarh.

18. Validity of the Proposal

The Proposal shall remain valid for a period not less than 120 days from the Proposal Due Date (Proposal Validity Period). CGRDC reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

19. Other terms and Conditions

Bidders must fill up complete bid form and should submit in original duly signed all pages by the competent person of the firm. The document should be free from over writing. Any bid not bearing the signature in all the pages and documents accompanying the bid may be liable for rejection.

1. Bidders, which do not fulfill all or any of the above conditions or are incomplete in any respect, are liable to be rejected.

2. The submission of a bid by the bidders implies that he has read and accepted the instructions, the conditions of the contract etc. and has made himself aware of the scope of the work to be done and local conditions and other factors bearing on the execution of the work.

3. After acceptance of rates the Company will not pay any extra charges for any reasons whatsoever even in case the contractor later on to have misjudged the conditions of the contract.

4. Rates shall be quoted both in words & figures in the price scheduled enclosed.. in case of deviation of rates in figures and words, the rates which are on lower side shall be considered.

5. It shall not be obligatory for the Company or its officer to accept the lowest bid. The authority for the acceptance of the bid will rest with the Company, which does not bind itself to assign any reason for declining to consider any particular bid or bids.

6. The bid offer should be valid positively, for acceptance for a period of four months from the date of opening; otherwise liable for rejection.

7. Further information required (if any) can be had from the office of :-

   Managing Director
   Chhattisgarh Road Development Corporation Limited Raipur,
   Third Floor, Sirpur Bhawan Campus,
   Behind Akashvani , Civil lines,
   Raipur 492001,
   Phone 0771 – 4043395, 4263242, Fax 0771-4033242,
   E-mail:- info@cgrdc.in.

8. The bid received within due date and time through registered/speed post will only be accepted. The bids received after due date and time will not be accepted. CGRDC will not be responsible for postal service delay.

9. The CGRDC reserves the right to accept/reject any bid without assigning any reason thereof.

10. As per requirement, any time the quantity indicated in section 3 may be increased or decreased by giving one week notice on the same quoted rate. The same will be binding on the contractor and will not have any claim for the quantity altered.

11. These conditions of the bid shall form part of the contract and any breach of the terms of this notice shall be deemed to be a breach of the contract.

12. EPF @13.15 % and ESIC @4.75 %and other benefits as applicable under prevailing laws must be deducted from the Column no 3 of the form FIN -1 Section 3 of this RFP before making payment to the personnel by the successful bidder
13. All matters arising out of or any way connected with this contract shall be deemed to have arisen in Raipur and only the Courts in Raipur shall be the jurisdiction to determine the same.

14. For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 12 working days in a years or more than 7 working days at one time, the agency shall deploy a personnel of equal or higher qualification and experience under the intimation to the MD, CGRDC. In the event of the failure of the agency to do so, a prorate deduction in the fees per working day for the member remaining absent and a penalty of 5% (one percent) per day of monthly fee, shall be made from the payment due.

15. The monthly payment to be made to the key personnel after necessary deduction as per clause 12 above must be necessarily done through bank transaction and the same should be intimated to CGRDC on regular basis.

16. If the service of a team member provided by the bidder is not acceptable to the CGRDC, the bidder shall replace the team member within 10 days of given such notice. In the event of the failure of the agency to do so, a prorate deduction in the fees per working day for the member remaining absent and a penalty of 5% (one percent) per day of monthly fee, shall be made from the payment due.

17. A penalty (at the sole discretion of CGRDC) would be levied if a resource who has not resigned and is removed from the project by the bidder without the due permission of CGRDC

18. The key personal required would be as mentioned column 1 and 2 of FORM FIN 1 of the RFP

19. The minimum qualification of the key personal as per clause 18 would be as per the prevailing minimum qualification criteria as applicable under per State Govt. of Chhattisgarh .

20. Replacement ..

1. Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed only in case, the resource leaves the organization by submitting resignation with the present employer.

- 2. In case of failure to meet the standards of the CGRDC, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.

3. The replaced resource will be accepted by the CGRDC only if he meets the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the CGRDC. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the CGRDC. The bidding firm shall be allowed 10 days to replace the resource.

Payment Schedule:

Payment to Agency would be done by CGRDC on production of Bills on monthly basis on rates as quoted by the firm/Agency in Financial Proposal. These payments would also be linked to actual deliverables and would be subject to recommendations made by CGRDC at various point of time

Terms of Payment

a. The payment will be made on the Time and Material basis and will be as per the Time Sheet format of each Personnel as agreed upon by the CGRDC and the Selected Bidder at the time of signing the Contract.
b. The payment will be made on monthly basis as per actual deployment of resources after receipt of the bill on the basis of attendance of the resources deployed.
c. The Selected bidder shall satisfactorily perform work as specified under the RFP to the CGRDC. The requisite payment will be released by the CGRDC upon receipt of the invoice which would be verified from the attendance records within 15 days of receipt of the invoice.
d. The payment towards expenditure incurred on travelling shall be reimbursed as per the provisions of travelling rules of CGRDC.

Leave Policy

The objective of this policy is to ensure that employees are able to balance work and professional life without compromising work continuity and discipline.

a. The Resources should be stationed at RAIPUR for the entire project period. The Resource has to follow the working hours, working days and Holidays of CGRDC

b. Resource shall get prior approval of CGRDC before leaving RAIPUR

c. Leave entitlement and computation will be effective from date of start of project

d. In case of important time bound assignment CGRDC may call resource to work on holiday. In This case no extra payment will be given to resource or selected agency.

e. An employee can avail maximum 12 leaves per year on pro-rata basis.

f. Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case by case basis and will be decided by CGRDC.

SECTION 3

FINANCIAL PROPOSAL STANDARD FORM

CONTENTS

TITLE	APPENDIX/ FORM
Format for financial proposal *(on the letter head of the bidder)*	Form FIN-1

FORM FIN-I

Format for Financial Proposal

(On the letterhead of the Bidder)

To,

The Managing Director
Chhatttisgarh Road Development Corporation Limited
Third Floor, Sirpur Bhawan, Behind Akashvani, Civil lines
Raipur 492001.

Sub: Request For Proposal (RFP) for Providing Procurement of Services to Chhattisgarh Road Development Corporation Limited Raipur..

1. We, the undersigned, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal for Project is for the lump sum of (Rs.....) in words (Rupees ----------) per month*details as per given below.

2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal,

3. This financial proposal covers remuneration for all the Personnel This Financial Proposal is without any condition.

4. Our offer is as per terms & condition, scope of work referred in the RFP, we abide with the same.

5. TDS will be deducted as per prevailing rules of Income Tax.

Having gone through this RFP document, and having fully understood the scope of work for the Project as set out in this Information Docket document,

We are pleased to quote the following fees for the Assignment:

Monthly fixed fees in lump sum for Procurement of Services:

Post	No. Of Specialists	Fixed Monthly remuneration (As per Approved Rates under applicable laws in Rs)	Service Charge in % 0f Column 3	Service Charge (in Rs)	Total Amount (Per month In Rs)	Total Amount (Per Year In Rs)
(1)	(2)	(3)	(4)	(5)=(3x4)	(6)=(3+5)	(7)=(6x2x12 months)
Data Entry Operator	15	16445.00				
Peon	09	10140.00				
Choukidar	03	8450.00				
Sweeper	01	6200.00				
Total	28					

Total Amount Per Year for Supply of Procurement of Services to CGRDC	In Words	
	In Figures	

- **EPF @13.15 % and ESIC @4.75 %and other benefits as applicable under prevailing laws and effective from time to time must be deducted from Column no 3 before making payments to the key personnel.**

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of bidder

Section - 4

STANDARD FORM OF CONTRACT

DRAFT AGREEMENT

THIS AGREEMENT ("Procurement of Services Placement Agency Agreement") is made on the _____ day of _____ 2018 at .....

BETWEEN:

CGRDC & Address (hereinafter referred to "CGRDC" or the "Authority" or the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assignees) of One Part

AND

Name of the organisation, a company having its registered address at address of the agency (hereinafter referred to as the "Agency" or the "Second Party" which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and permitted assignees) of the Other Part

CGRDC and name of the agency are, collectively, referred to "Parties" and, individually, as "Party".

WHEREAS:

A. The main objective of CGRDC includes taking up planned and systematic development of the urban area of Chhattisgarh (declared as such in the Notification as mentioned in paragraph A, above).

B. In response to the Request for Proposal under the above Tender, several proposals were received and after evaluating the same, the Proposal submitted by the Agency has been accepted and the Letter of Acceptance No. _____ dated _____ 2018 was issued;

C. The Agency covenants to undertake the Assignment as set forth in the RFP (as in the RFP and to perform, fulfil, comply with and observe all and singular provisions, conditions and requirements of this Agreement;

D. In consideration thereof, CGRDC will pay the service charge (hereinafter referred to as the "charge" as in RFP in *Appendix 2* and will perform, fulfil, comply with and observe all singular provisions, conditions and requirements to the Agreement;

E. CGRDC hereby appoints (----------) as the Agency on the conditions laid down in the Agreement and in the following annexure appended hereto and forming an integral part of this Agreement and the Agency accepts the appointment:

Appendix 1	General conditions of the Contract.
Appendix 2	Applicable Fees and Charges payable to the Agency and accepted by CGRDC.
Appendix 3	RFP for Supply of Procurement of Services to CGRDC

NOW THIS AGREEMENT WITNESSES that the parties hereto have caused this Contract to be signed in their respective names as on the day and year first above mentioned,

SIGNED, SEALED AND DELIVERED ON THIS DAY AND YEAR FIRST HEREINABOVE MENTIONED

CGRDC – First Party
By the hands of its authorised signatory

_____
Authorised Signatory of the First Party

Name :
Address:

Name of the agency – Second Party

_____
Authorised Signatory of the Second Party
Name :
Registered Address:

In the presence of:

1.	2.
_____	_____
Name:	Name:
Address:	Address:

Appendix I

General Conditions of Contract

1. ENTIRE AGREEMENT

This Agreement, including any Exhibits and any Appendices thereto, constitutes the entire Agreement between Authority and Agency. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for the convenience in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof.

2. SEVERABILITY

Every paragraph, part, term or provision of this Agreement is severable from the others. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect.

3. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between CGRDC and Agency, or CGRDC' and Agency's officers, directors, partners, managers, employee or agents. The Agency, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

4. DURATION OF THE CONTRACT

The Contract will be initially for a period of two years from the date of deployment of the personnel in CGRDC and can be extendable for up to one year on same terms and conditions as set forth in this RFP.

5. MODE OF PAYMENT

The Service Charges, as per the Payment Schedule as approved under the RFP shall be paid every month on the invoice raised by the Agency by the 5th day of the next month within 15 days of such invoice. However, the first monthly fees shall be paid one month after the deployment of the staff at CGRDC, the fees shall be inclusive of the Remuneration expenses of all the experts as detailed in Form Fin 1 and other miscellaneous expenses and profit. It shall be exclusive of applicable service tax.

All invoices shall be submitted for payment to the following address:

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

6. PENALTY FOR DEFAULT

- Penalty as mentioned in the RFP attached is subject to a maximum of 10% of the total cost of Services.

- In the event of total default / failure by the Agency in providing Services, CGRDC reserves the right to get the Services executed by any other Agency at the cost and risk of the Second Party.

7. TERMINATION OF THE AGREEMENT

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as described below:

- CGRDC shall have right to review the performance of the Procurement of Services and, if CGRDC is not desirous of continuation of the Services of the Procurement of Services on ground of unsatisfactory performance or breach of any term or condition of the contract, it may terminate the agreement by giving notice of 90 days and providing reasonable opportunity to the Agency to be heard.

- CGRDC or the Agency may terminate the Agreement by giving the termination notice of 1 (one) months in advance;

- If CGRDC terminates the agreement, for any other reason and not as a result of any default by the Agency, then CGRDC will compensate the Agency for the Services performed till the date of notice of termination.The communication of termination of this Agreement shall be by means of written notice ("Termination Notice").

8. RESPONSIBILITIES AND OBLIGATIONS OF THE AGENCY

The Agency shall:

a. Deploy personnel within 15 days of signing of Agreement;
b. Provide the Services as set out in RFP Appendix III;
a. Exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
c. Be bound to comply with any written direction of CGRDC to reasonably vary the Scope, Sequence of timing of the Services; and

9. INDEMNIFICATION

- Agency shall indemnify, defend and hold CGRDC harmless from any and all claims demands causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against CGRDC by reason of or arising out of Agency's, gross negligence or wilful misconduct with respect to Agency's duties and activities within the scope of this Agreement.
- Except for Agency's gross negligence or wilful misconduct, CGRDC shall indemnify, defend and hold Agency and its partners, directors, officers, agents, servants and employees (collectively, the "Agency Indemnities") harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses incurred in the capacity of a defendant or a witness, and all other costs and expenses (including without limitation attorneys' fees and court costs) to which any of the Agency Indemnities may become liable or subject by reason of or arising out of the performance or non-performance of Agency's duties and activities within the scope of this Agreement.
- CGRDC shall indemnify, defend and hold Agency harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs sustained or incurred by or asserted against the Agency by reason of or arising out of the CGRDC's/ negligence, willful misconduct with respect to the CGRDC's duties and activities, including but not limited to any information provided by the CGRDC to the Agency upon which the Agency shall rely in providing the Services.

Limitation of Liability

Agency's total liability howsoever caused and whether arising under contract, tort (including negligence) or otherwise shall not exceed the total amount of the Fees paid by the Client to the Agency for the Services rendered under this Agreement.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other party for any indirect, consequential, incidental or special losses or damages of any kind or nature, and any claim by either party in any way related to, or arising out of, this Agreement or any Services provided hereunder shall be limited to such party's actual, direct damages.

10. CONFIDENTIALITY

The Agency shall treat the details of the output of the Assignment and the Services as confidential and for the Agency's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to CGRDC or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of CGRDC .

Agency shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information and documents (including without limitation any environmental information, reports or data) which may be delivered to Agency by Client and identified as "Confidential."

Agency shall also treat as confidential and shall not disclose to others, except as required by law, this form of Agreement.

Nothing above, however, shall prevent Agency from disclosing to others or using in any manner information, which Agency can demonstrate:

a. Has been published and has become part of the public domain other than by acts, omissions or fault of Agency, their employees, agents, contractors and/or agencys; or,
b. Has been furnished or made known to Agency by a third party (other than those acting directly or indirectly for or on behalf of Agency or CGRDC) as a matter of legal right without restrictions on its disclosure; or,
c. Was in Agency's possession prior to disclosure thereof by CGRDC;
d. Must be disclosed pursuant to any statute, law, regulation, ordinance, order or decree of any governmental authority having jurisdiction over Agency or any of its employees, agents, contractors and/or agencies;
e. The foregoing obligations in this Clause 9 shall survive for a period of one (1) year following the termination or expiration of this Agreement.

11. OTHER CONDITIONS

In the event that CGRDC desires the Agency to perform such additional services which are not within the Scope of Work as laid out in Appendix 3, the Agency shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

Notwithstanding anything contained above, only such additional work may be undertaken so that all the conditions laid below are met, both jointly and severally:

a. The additional work does not come in conflict with any existing laws statutory regulations or ordinances / guidelines of the land applicable in the Union of India and the State of Chhattisgarh as on date of the renegotiation;

b. The additional work does not come in conflict with any internal corporate policy / regulation / guidelines / practice of the Agency as on date of the renegotiation;

c. The Technical and Procurement of Services expertise of the Agency allows the Agency to undertake such work.

CGRDC shall provide the Agency documents / information / reports as may be required by the Agency to enable it to provide the Services. CGRDC undertakes and agrees to furnish to the Agency from time to time such other documents / information / reports in its possession and / or knowledge as it may consider relevant to perform the Services, as and when such information is received by / available with CGRDC

All the intellectual property conceived, originated, devised, developed or created by the Agency, its agents, specifically for the purpose of rendering the Services shall vest with CGRDC unless otherwise agreed, between CGRDC and the Agency. CGRDC as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project

Unless otherwise agreed, CGRDC shall have the copyright on all the reports, documents, etc., authored, prepared or generated under the agreement during the course of the Services to be provided by the Agency.

12. COMPLIANCE WITH LAWS

a. The Agency shall take due care that all its documents comply with all relevant laws and statutory regulations or ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

b. All the instructions/notifications issued by Government of Chhattisgarh regarding the payment/salary of employees being recruited through this tender would be applied on this contract mutis mutandis.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the Union of India. The Courts of Raipur shall have jurisdiction over all matters arising out of or relation to this Agreement.

14. DISPUTE RESOLUTION

Amicable resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties

Arbitration

Procedure

Any Dispute which is not resolved amicably within 30 days from the date last written communication from either Party shall be referred to the arbitration, which arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act")

Place of Arbitration

The place of Arbitration shall be compulsorily at Raipur.

English language

The request for Arbitration, the answer to the request, the terms of reference, any written or oral submissions, any orders and awards shall be in the English/Hindi language.

Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

Performance during Dispute Resolution

Pending the submission of and / or decision on a dispute, and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

15. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

i. shall not operation or be construed to operate as a waiver of any other or subsequent default hereof or of any other provision(s) or obligation(s) under this Agreement;

ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and

iii. Shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by the either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Agreement.

16. MODIFICATION

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

17. NOTICES

Unless otherwise stated, notices to be given under this Agreement including, but not limited to a notice of waiver of any term, breach of any term of this Agreement and the termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised courier, mail, e-mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

18. TRANSFER OF AGREEMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement

19. VARIATIONS

CGRDC may, by written notice to the Agency, direct the Agency to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Agency shall be bound to comply with the direction.

Appendix 1

General Conditions of the Contract

Appendix 2

Applicable Service Charges payable to the Agency and accepted by CGRDC

1. Service Charges

CGRDC shall pay to the agency Service charges in INR ----------/- (Indian Rupees ---------- only), from the date of deployment of the key personnel.

Appendix 3

RFP for Supply of Procurement of Services to Chhattisgarh Road Development Corporation Limited