RFP No. 40/16-17/CGRDC/2016

Raipur, Dated 27/08/ 2016

Request For Proposal

FOR
APPOINTMENT OF INDEPENDENT ENGINEER FOR THE DEVELOPMENT, OPERATION AND MAINTENANCE OF RAIGARH - PUNJIPATARA– GHARGHODA - PATTHALGAON ROAD SECTION OF SH-1 AB IN THE STATE OF CHHATTISGARH

Through

Public Private Partnership on DBFOT (Toll) Basis

Chhattisgarh Road Development Corporation Limited, Raipur (C.G.)

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 "Managing Director, Chhattisgarh Road Development Corporation Ltd. (M.D., CGRDC)" herein after called "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,
3rd Floor, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.) 492001
Website : www.cgrdc.in, email ID : info@cgrdc.in, 0771 – 2510090
CIN : U45203CT2014SGC001560

INVITATION FOR APPOINTMENT OF INDEPENDENT ENGINEER

RFP No. 40 /16-17/ CGRDC/2016 Raipur, Dated: 27/08/2016

Chhattisgarh Road Development Corporation has been assigned the work of up gradation and construction of roads in the State of Chhattisgarh of approximate length 1650.00 Kms.

Chhattisgarh Road Development Corporation Limited Raipur invites proposals from the interested Firms/Companies/organizations for appointment of Independent Engineer for the Development, Operation and Maintenance of **Raigarh – Punjipatara – Gharghoda – Patthalgaon Road** Section of SH 1 AB in the State of Chhattisgarh through Public Private Partnership on DBFOT (Toll) basis. Interested Bidders should provide information, demonstrating that they have the required qualification and relevant experience to perform the services. Detailed information docket may be downloaded from official Departmental website **http://www.cgrdc.in** or may be obtained from the office of the undersigned during office hours. RFP along with the RFP Cost of INR 25,000/- (Indian Rupees Twenty five thousand only) in form of Non-refundable Demand Draft in favor of "**Managing Director, Chhattisgarh Road Development Corporation Limited, Raipur"** of any Nationalized/Scheduled bank, payable at **Raipur**, Chhattisgarh, must be delivered through Speed/ Registered (A.D.) post **only** on the address below to reach on or before 14-10-2016 by 1500 Hrs. IST.

The following Schedule is to be followed for the assignment:

	Event Description	**Date**
1.	Last date for receiving queries/clarifications	27-09-2016
2.	Pre-Proposal Conference	27-09-2016, 11:00 hrs.
3.	Authority response to queries	30-09-2016
4.	Proposal Due Date or PDD	14-10-2016, 15:00 hrs.
5.	Opening of Proposals	On Proposal Due Date, 16:00 hrs.
6.	Letter of Award (LOA)	[Within 30 days of PDD]

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

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

REQUEST FOR PROPOSAL (RFP)

SECTION 1:
INFORMATION TO CONSULTANTS[£]

RFP No. 40 /16-17/ CGRDC/2016 Raipur, Dated: 27/08/2016

Independent Engineer Services for [two / four] laning of Raigarh – Punjipatara – Gharghoda – Patthalgaon Road section of SH 1 AB from existing Chainage Km 84.250 at Patthalgaon to Km 194.431 at Raigarh in the State of Chhattisgarh on "DBFOT" (Toll) basis.

GENERAL:-

1. The Chhattisgarh Road Development Corporation Ltd., (CGRDC) invites proposals for engaging an Independent Engineer (IE) on the basis of International Competitive Bidding for the following Road Stretch in the State of Chhattisgarh.

TABLE 1: DETAILS OF PROJECT

S. No.	Project	Project Length (Km.)	Total Project Cost (INR in Cr.)	Concession period
1	Independent Engineer Services for [two/four] laning of **Raigarh – Punjipatara – Gharghoda – Patthalgaon Road** section of SH 1 AB from existing Chainage **Km 84.250 at Patthalgaon to Km 194.431 at Raigarh** in the State of Chhattisgarh on "DBFOT" (Toll) basis.	110.181	480.81	15 years including 02 years of construction period.

2. Selection of IE shall be as per selection procedures given in the Model Concession Agreement and general procurement methods followed in CGRDC. The selected IE shall be intimated to the Concessionaire.

3. The proposal shall be submitted in English Language and all correspondence would be in the same language.

4. The DBFOT (Toll) projects basically constitute rehabilitation, up gradation and widening of the existing carriageway section to Two-lane with hard shoulders /Two-lane with paved shoulders / Four-lane with divided carriageway with paved shoulders, construction of new pavement, rehabilitation of existing pavement, construction/rehabilitation of major and minor bridges, junction improvements, bus bays, truck lay-bye, service roads, culverts, road intersections, interchanges, drains etc. and the management, operation and maintenance thereof.

[£] All project-specific provisions in this Model Document have been enclosed in square parenthesis and may be modified, as necessary, before

5. CGRDC intends to appoint a Consultant to act as Independent Engineer for implementation of this DBFOT (Toll) project. As per the Terms and Conditions of the Concession Agreement (s), the Independent Engineer is broadly required to: (i) independently review activities associated with design, design review, during construction, required quality assurance and quality control tests and operation and maintenance of the project on behalf of both CGRDC and Concessionaire so as to ensure compliance of the requirements of the provisions of Concession Agreement (ii) report to CGRDC on the Financial, Technical and physical progress of implementation aspects of the project, (iii) assist the parties in arriving at an amicable settlement of disputes, if any. The selection of Independent Engineer shall follow the laid down procedures given in the Concession Agreement signed between CGRDC and the Concessionaire for this DBFOT (Toll) projects.

6. The interested consultancy firms may obtain the RFP from CGRDC office from address given below w.e.f. 27/08/2016 till 13/10/2016 on all working days in between 1100 hrs to 1700 hrs. IST, by payment through a non-refundable Demand Draft of any Nationalized/Scheduled bank amounting to INR 25,000/- (Rupees Twenty Five Thousand only) drawn in favor of "**Managing Director, Chhattisgarh Road Development Corporation Limited, Raipur**" payable at **Raipur**. The RFP document is also available on CGRDC's website. The Consultant who downloads the RFP document from the website will be required to submit the non-refundable fee of INR 25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand Draft of any Nationalized/Scheduled bank drawn in favor of "**Managing Director, Chhattisgarh Road Development Corporation Limited, Raipur**" payable at **Raipur**, along with the Bid proposal.

   CGRDC reserves the right to accept/reject any or all application without assigning any reason thereof or can annul the tender process at any time.

7. The proposal should be submitted by consultancy firms in two parts in two separate envelopes/packages duly marked and put together in one single outer envelope/package. The two parts of the proposal are **Part 1: Technical Proposal** and **Part 2: Financial Proposal**. For a given DBFOT (Toll) Project, Stage -1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part-1). The firms scoring the qualifying marks (minimum 75%) as also mentioned in RFP shall be listed in the descending order of their technical score and 5 top ranking firms shall only be considered for further evaluation provided none of them is in conflict of interest with the Concessionaire. The firms in conflict of interest shall be substituted by next ranking firm not having conflict of interest with the Concessionaire. Under stage 2, the financial proposal of such five firms as selected above shall be opened and evaluated. The **weightage of Technical and Financial score shall be 80% & 20% respectively**. The final selection of the firm shall be based on highest combined score of technical and financial proposal.

8. The Applicant shall furnish as part of its proposal a **Bid Security of Rs. 962000.00 (INR Nine Lakhs Sixty Two Thousands only)** in the form of Fixed Deposit Receipt (FDR)/ Term Deposit Receipt (TDR) issued by any Nationalized/Scheduled Bank in India in favor of "**Managing Director, Chhattisgarh Road Development Corporation Limited, Raipur**". It will be valid for a period of not less than 120 days from the last date of the submission of proposal. The Bid Security is returnable not later than 60 days from the opening of the financial proposals, except in case of two highest ranked applicants. Bid

Security of the selected applicants and the second ranked applicant shall be returned, upon the selected applicant signing the agreement.

9. The total time period for the assignment as Independent Consultant will be **30 Months** (Construction period 24months + Development and O&M period 6 months).

10. PERFORMANCE SECURITY

The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 2.50% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 36 months i.e. up to 6 months beyond the expiry of the Contract of 30 months. The BG shall be in the format specified in **Appendix "I"** of draft contract form and furnished from a Nationalised Bank/Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 Crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalised Bank in India.

11. Consulting firms meeting the following criteria and not in conflict of interest with the Concessionaire are only eligible for applying for this assignment. Firms not meeting these criteria need not apply.

(A). Eligibility criteria for sole applicant firm.

S. No.	Experience of the firm in last 5 years*		Annual Turnover***
	Preparation of DPR of Road Projects	**Project Supervision /IE of Road Projects**	
1(a).	The firm should have minimum experience of preparation of Detailed Project Report for two or more lane road projects of aggregate length equal to **220.362Km**. or more of similar category for which RFP is invited.	The firm should have minimum experience of Project Supervision / IE of two or more lane road project of aggregate length equal to **330.543 Km**. or more of similar category for which RFP is invited	Annual turnover (updated average of last 5 years or in each of the preceding two years) of the firm from consultancy business should be equal to or more than INR ***10.00 Crore.***
1(b)	Firm should have prepared Detailed Project Report for at least one project of similar category of two or more lane road of **44.07 Kms** length.	Firm should also have experience of Project Supervision / IE of at least one project of similar category of two or more lane road of **44.07 Km**s length.	-

B) JV or Consortium of firms is not allowed.

Note:

1. Experience of 4 & 6 lane road projects will also be considered with a multiplication factor of 1.5 & 2 respectively.

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

3. For weight age of experience in any past Consultancy assignment experience certificate from the client shall be accepted. In the absence of experience certificate from the client, proportion of payment received towards Consultancy work duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognised by the State concerned shall be accepted. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be considered.

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

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

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

In case the financial figures and values of services provided are in foreign currency, the above enhancement factors will not be applied. Instead, current market exchange rate (State Bank of India BC Sell in grate as on last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency in to Indian Rupees.

13. Consultants who have been debarred by CGRDC/ Govt. of Chhattisgarh / Any other State Governments / any Central Government undertakings and the debarment is in force as on date of application, need not apply as their RFP proposal will not been entertained.

14. CGRDC will not be responsible for any delay, loss or non-receipt of RFP document sent by post. Further, CGRDC shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.

15. The two parts of the Proposal (Technical proposal and Financial proposal) must be

submitted in a hard bound form with all pages numbered serially, along with an index of submission. (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents). Spiral bound form, loose form, etc. will not be accepted. All figures quoted in the financial proposal should be covered with a transparent adhesive tape. In the event, any of the instructions mentioned herein have not been adhered to, CGRDC may reject the Proposal.

16. **Schedule of Selection Process**

CGRDC would endeavour to adhere to the following schedule:

	Event Description	**Date**
1.	Last date for receiving queries/clarifications	27-09-2016
2.	Pre-Proposal Conference	27-09-2016, 11:00 hrs.
3.	CGRDC response to queries	30-09-2016
4.	Proposal Due Date or PDD	14-10-2016, 15:00 hrs.
5.	Opening of Proposals	On Proposal Due Date, 16:00 hrs.
6.	Letter of Award (LOA)	[Within 30 days of PDD]

RFP submission must be received not later than **15:00 Hrs** on **14/10/2016** in the manner specified in the RFP document at the address given below.

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

SECTION 2:

LETTER OF INVITATION TO CONSULTANTS

1 INTRODUCTION

1.1. CGRDC invites consulting firms to act as IE to submit a proposal for providing consulting services required for the assignment named in the attached Letter of Invitation. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and CGRDC.

1.2. A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).

1.3. The assignment shall be implemented in various stages such as Design, Construction supervision, and Operation &Maintenance supervision. Continuation of services for the next stage shall be subject to satisfactory performance of the previous stage, as determined by CGRDC.

1.4. This RFP is neither an agreement nor an offer 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 and assumptions, which reflect various assessments, arrived at by the Authority in relation to the Consultancy. Such assessments and statements do not purport to contain all the information that each Applicant may require. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by paying a visit to the Client and the project site, sending written queries to the client, before the date and time specified in the Data Sheet.

1.5. Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) CGRDC is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.

1.6. We wish to remind you that in order to avoid conflict of interest situations, any firm associated with the Concessionaire of the Project Highway as its Design and/or Supervision Consultant and/or the Contractor(s) as Design Consultant and/or Construction Supervision Consultant is not eligible to participate in the bidding.

1.7. Those Consultants who were engaged by Ministry/ CGRDC for the above project as Design Consultants for preparation of Detail Project Reports/Feasibility Report shall not be permitted to submit proposal for providing the consultancy services as Independent Consultant for the same project either individually or in JV with other firms.

1.8. Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract and/or any other action as deemed fit by the Authority at any stage.

1.9. It is CGRDC's policy that the consultants observe the highest standard of ethics

during the selection and execution of such contracts. In pursuance of this policy, CGRDC:

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

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

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

(iii) "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non- competitive levels;

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

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

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

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

1.10 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.11. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.

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

2. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

2.1 The Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants who have purchased the RFP document. Clarification/amendment will also be hosted on CGRDC web-site.

2.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum may be sent by mail, cable, telex, facsimile or electronic mail to consultants or/and only will be hosted on CGRDC website which will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 The Consultants are requested to submit their proposal in Two Parts strictly using the formats enclosed herewith (refer section 3, 4 and 5) in 2 separate envelopes/ packages and put together in one single outer envelope/package. The two parts shall be:

Part1: Technical Proposal and

Part2: Financial Proposal.

The proposal shall be written in the English language as specified in the Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal.

Part 1: Technical Proposal

3.2 The Consultants are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at the Consultants own risk and may result in rejection of their proposal.

3.3 During preparation of the Technical proposal the Consultants may give particular attention to the following:

i. The man-months for the assignment shall be that stated in the Terms of Reference. The same shall be considered for the purpose of evaluation as well as award. In case the man months of TOR are amended in view of Client's own initiative or in response to clarification sought by any Consulting firm, the man months so amended and published shall be considered for the purpose of evaluation as well as award.

ii. The Consultants should prefer to field as many of their permanent staff as possible and higher marks shall be given in this regard. The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice is issued. Please enclose evidence (e.g: Pay roll, Auditor's Certificate) in this regard. More

weightage will be given to those key personnel who are employed for more than one year with the firm.

iii. No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted against each position and

iv. A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language(s) specified in the data sheet. Knowledge of local language will be preferred.

v. For Key Personnel e.g. Team Leader, Resident-cum-Highway Engineer, Senior Pavement Specialist, Highway Design Engineer and Road Safety Expert, the Consultants should prefer candidate shaving worked on PPP Projects. Such personnel shall be rated higher than the candidates having no such experience at all".

3.4 Technical Proposal must provide the following information, using but not limited to the formats attached in the Section 3 & 4.

i. A brief description of the firm's organisation and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each partner, on assignments of a similar nature. The information which you shall provide on each assignment should indicate, *inter-alia*, the profiles of the staff provided, duration, contract amount and firm's involvement. ***The details of assignments on hand shall also be furnished.***

ii. Any comments or suggestions on the ToR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.

iii. The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;

iv. Requirement for submission of CVs.

a. CVs strictly in the prescribed format and recently signed in blue ink on each page by both the proposed professional staff and the Managing Director/Head or the authorized representative of the firm.
b. Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position (Ref. Enclosure-B of TOR). If any information is found incorrect, at any stage, action including termination and debarment from future CGRDC projects up to 2 years may be taken by CGRDC on the personnel and the Firm.

c. If same CV is submitted by two or more firms, zero marks shall be given for such CV.

d. CVs of Key Personnel having intermittent in puts will be considered only if the assignments on hand as on 7 days before due date of proposal including those for which LOA has been received from the Client or for which Consultant has been declared as H1 do not exceed 3

(three) for Senior Bridge Design Engineer, Senior Pavement specialist and Highway Design Engineer. 6 (six) for Traffic and Transportation Expert, Road Safety Expert, Financial Expert, Legal Expert and Highway Transportation Management Systems (HTMS) / Toll Expert.

e. All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the firm. In order to overcome the difficulties in furnishing the duly signed CVs due to time prescribed for submission for RFP, maximum 3 CVs with scanned signatures of the candidates on all pages shall be permitted. However, the authorized representative of the firm shall sign on each page. If the firm is selected, then the firm shall submit duly signed CVs at the time of negotiations.

f. If a CV score less than 75% marks, whatever marks it score will be carried forward for maximum 2 nos. Key personnels for determining the total score of the firm. However, if the Key Personnel does not fulfil the minimum academic qualification (as mentioned at Enclosure –B of TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Personnel does not fulfil the minimum qualification related to experience (as mentioned at Enclosure-B of TOR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Personnel will be carried forward for maximum 2 nos. Key Personnel for determining the total score of the firm. In case, a firm is **H-1**, then maximum 2 (two) such key personnel (whose CV scores less than 75% or who does not fulfil the minimum qualification) will have to be replaced by the firm at the time of contract negotiations. The reduction in remuneration of such replacements will be made as per Clause-4.5(c) of the contract for consultancy services.

g. In case CV of a person is turned out to be fake/incorrect/inflated during the assignment, the consultancy firms shall have to refund the salary and perks drawn in respect of the person apart from other consequences.

v. Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed on quarterly basis.

vi. Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff.

vii. A certification to the effect should be furnished by the Consultant that they have checked the qualifications and experiences details submitted by the key personnel in their CVs and found to be correct. This certification should be made in CVs of all key personnel after the certification by the candidate. The format of CV includes certification to this effect.

viii. Each key personnel of the preferred Consultant shall be called for interview at the time of negotiation at the cost of Consultant.

ix. Replacement of key personnel shall be considered only in unavoidable

circumstances. In no case more than two replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment specified in Para 9 of Section:1, the replaced key personnel shall not be professionally employed anywhere in CGRDC works. CGRDC shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. 10% reduction in remuneration shall be considered for each such substitution up to 2 replacements. In case during negotiations, more than two replacements are sought by the **H1** consultant, his proposal shall be considered as Non-Responsive. In such case the combined score of next five top firms, meeting the non-conflict condition shall be evaluated to arrive at new **H1**. In case when less than five firms are available, the next highest scoring firm shall be considered as **H1**.

In the eventuality that a firm becomes non-responsive, for the third time, due to the action of replacements of more than 2 key personnel during negotiation, the firm shall be debarred up to two years for CGRDC consultancy projects.

x. Any additional information.

3.5 The technical proposal must not include any financial information.

Part 2: Financial Proposal

3.6 The Financial Proposal must be strictly using the formats attached in Section 5. No additional items/quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/award. For the first 24 months from the Date of Commencement of Services, Consultants shall be paid billing rates as indicated in the Financial Proposal. Beginning 25th months of the services provided, billing rates shall be increased on all items of contract inter alia including vehicle hire, office rent, consumables, furniture etc. @ 5% every 12 months for local currency for the subsequent period of services rendered by the personnel of all categories namely (i) key Personnel; (ii) sub-Professional personnel and (iii) Support staff.

However, for evaluation and award of the Bid proposals, the quoted initial rate (as applicable for first 24 months) shall be multiplied by the total time input for each position on this contract, i.e. without considering the increase in the billing rates.

3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise. This cost, however, will not be considered in evaluation.

3.8 Consultants shall express the price of their services only in Indian Rupees (INR).

3.9 **Service tax as applicable shall be reimbursed to the Consultants by CGRDC.**

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 The 'ORIGINAL' proposal shall be prepared in indelible ink. It shall contain no inter- lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposals.

4.2 All pages of the 'ORIGINAL" Proposal shall be signed by the eligible authority as specified in Para3.1of LOI given above.

4.3 The Applicant must submit one 'ORIGINAL' proposal only. The envelope must be clearly marked

"DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE".

4.4 This outer envelope shall include two separate envelopes, each clearly marked as "Part 1: Technical Proposal" or "Part 2: Financial Proposal".

4.5 The proposal must be submitted in a hard bound form with all pages numbered serially, along with an index of submissions. (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document). **Spiral bound form, loose form, etc. will not be accepted**. All figures quoted in the financial Proposal should be covered with a transparent adhesive tape.

4.6 The completed proposal must be delivered on or before the time and date stated in the data sheet through **Registered Post/ Speed Post** only.

5 PROPOSAL EVALUATION

5.1 A two-stage procedure shall be adopted for evaluating the proposals.

5.2 Deleted

Stage 1: Technical Proposal

5.3 The Evaluation Committee appointed by CGRDC shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score (St.) The technical proposal should score at least 75 points to be considered responsive. The Authority shall shortlist 5 (five) top firms on the basis of their technical score not in the conflict of interest with the concessionaire.

Stage 2: Financial Proposal

5.4 After the evaluation of Technical Proposals is completed and the shortlist of 5 firms is finalised, CGRDC may notify those consultants whose proposals were not considered as per conditions of RFP indicating that their Financial Proposal will be returned unopened after completing the selection process. CGRDC shall simultaneously notify the finally selected 05 (five) short-listed firms indicating the date and time set for opening of the Financial Proposals.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial

Proposals are opened. CGRDC shall prepare minutes of the public opening.

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

5.7 The Evaluation Committee shall determine if the financial proposal is complete and without computational errors. The lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 points. The financial score of the proposal shall be computed as follows: Sf=100XFm/F (F-amount of financial proposal).

5.8 Proposals shall finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights indicated in datasheet.

6 NEGOTIATIONS

6.1 Prior to the expiration period of validity of proposal, CGRDC shall notify the successful firm who submitted the highest scoring proposal in writing by Speed Post / Registered letter or facsimile/E-mail and may either issue LOA if negotiations are not required or may invite it to negotiate the contract. In case two or more firms obtain same score, the firm achieving the highest Technical score shall be invited first for negotiations.

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

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

6.4 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in India/CG, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.

6.5 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, CGRDC expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available.

6.6 Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than two replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment

specified in Para 9 of Section:1, the replaced key personnel shall not be professionally employed anywhere in CGRDC/Govt. of C.G. works. CGRDC shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. The provisions of the clause 4.5(a) and 4.5(b) of general conditions of contract of the draft contract agreement shall be applicable in case of reduction in remuneration of the substituted key personnel during negotiation.

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

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

7 AWARD OF CONTRACT

7.1 After completion of negotiations with the consultants, CGRDC shall award the Contract to the selected Consultant. After signing of the Contract, CGRDC may return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the datasheet.

7.3 SHORT-LISTING OF APPLICANTS

The Applicants shall be pre-qualified and short-listed as aforesaid 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 Applicant(s) whose technical score is up to 60 (sixty) points even if such Applicant(s) does not; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

8 FRAUD AND CORRUPT PRACTICES

8.1 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, 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, 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 CGRDC for, inter alia, time, cost and effort of CGRDC, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

8.2 Without prejudice to the rights of CGRDC under Clause 8.1 hereinabove and the rights and remedies which CGRDC may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by 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 CGRDC during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by 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.

DATASHEET

(As Mentioned in Letter of Invitation to Consultants)

Sub clause No. in Letter of Invitation to Consultants

1.4 **Pre-Proposal Conference shall be held at: CGRDC on 27/09/2016 at 11:00 Hrs.**

1.12 The proposal shall be valid for 120 days after the last date of submission.

2.1 Clarification may be requested 1 day prior to Pre Proposal Conference**.** The address for requesting clarification is:

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

3.1 The Language of documents and correspondence will be English.

3.3 All the personnel shall have working knowledge of English and all the reports etc. shall be written in English.

3.7 CGRDC shall reimburse only service tax. Consultant has to assess all other taxes and should inbuilt them in their financial proposal. These taxes (other than service tax) should not be provided separately. Consultants are requested to consult Tax Consultants for details.

3.8 The Consultants to state cost in their Financial Proposal in INR only.

4.6 The time and date of submission: **Up to 15:00 Hrs. on 14/10/2016.**

5.3 The points assigned to Technical Evaluation criteria are:

S. No.	Description	Marks
1	Relevant experience for the assignment	25
2	The quality, methodology and work plan proposed	05
3	Qualifications and competence of the key staff for the assignment	70
	Total	**100**

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

S. No.	Description	Marks
A1.1	Year of establishment of firm	2
A1.2	Avg. Annual turnover of last 5 years	2
A1.3	No. of Key personnel with firm (minimum as per requirement of RFP)	2
A1.4	Experience as IE/Construction Supervision in no. of Highway Project of 2/4/6 length ≥44.07 km of Project length in last 5 years.	12
A1.5	Experience of DPR preparation of number of Highway Project 2/4/6 ≥44.07 km of Project length in last 5 years.	4
A1.6	Experience in Construction Supervision/DPR/Design Review of major structures having length > 500 m. in last 5 years.	3
	Total	**25**

Notes:

I. Employer's certificate should be submitted substantiating the experience claimed by the firm.
II. Experience of private contractors or concessionaire would not be accepted.
III. Consultants should give details of the experience of the firm considering the completed and the on- going highway assignments, separately for PPP and non-PPP Projects along with experience certificates from clients.

2. Sub criteria for the quality, methodology and work plan proposed.

Comments & Suggestions on TOR	1
Quality, Approach and Methodology	3
Work Programme & Manning Schedule	1
Total	**5**

Note: Consultants should give details of the experience of the firm considering the completed and the on-going highway assignments, separately for PPP and non-PPP Projects along with experience certificates from clients. This list of the completed works should also include those assignments which are substantially (90% of Contract value) completed. No Qualification/Experience etc. shall be considered without proof of experience.

3. Sub criteria for the Qualifications and competence of the key staff for the assignment :-

Sl. No.	Staff Position	Marks
1	Team Leader Cum Senior Highway Engineer	15
2	Senior Bridge/ Structural Design Engineer	7
3	Resident cum Highway Engineer [(02 Nos.)]	[2x3.5=7]
4	Highway Design Engineer	6
5	Bridge/Structural Engineer [(02 Nos.)]	[2x3=6]
6	Senior Pavement Specialist	6
7	Senior Quality cum Material Expert	6
8	Traffic & Transportation Expert	6
9	Road Safety Expert	5
10	Financial Expert	3
11	Legal Expert	3
Total		**70**

Remarks:

1 The technical proposal and every key personnel should score at least 75 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 Independent Engineer.

3. Detailed evaluation criteria which is to be used for evaluation of technical bids is as indicated below as Appendix-EC.

4. The Consultant should carry out self evaluation based on the evaluation criteria at Appendix-EC. While submitting the self evaluation along with bid, Consultant shall make references to the documents which have been relied upon in his self-evaluation.

5.8 The weightage given to Technical Proposal is **80%**
The weightage given to Financial Proposal is **20%**

Appendix – EC

1. **Evaluation Criteria for Assessment of Experience of the Firm.**

(Refer para 5.3(1) of Section 2, Data Sheet of RFP)

S. No	Description	Max Marks	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	Year of establishment of firm	2		
2	Average Annual Turnover (last 5 years or in each of the preceding two years) from consultancy business <**9.62 Cr**- 0 marks **9.62 Cr**- 1.5 marks Add for additional turnover 0.25 (Zero point two five) marks for every 1% of TPC above 2% of TPC subject to maximum 0.5 marks.	2		
3	Numbers of key personnel (as defined in RFP) with the firm in highway sector with more than one year with the firm. ≤ 20 personnel - 0 marks 21 to 30 - Linearly varying from 0.2 to 2 ≥ 30 personnel - 2 marks	2		
4	Experience as IE/Construction Supervision in Number of Highway Projects of 2/4/6-laning of length ≥ **44.07 km** in last 5 years. 1 project - 9 marks Add 1(one) mark extra for completed assignment of Independent Engineer and add 0.5 (Zero point five) marks extra for completed assignment of supervision consultancy subject to maximum 3 (three) marks.	12		
5	Experience in DPR preparation of number of Highway Projects of 2/4/6-laning of length ≥ **44.07 km** or more in last 5 years. 1 project –2.5 marks Add 0.5 (Zero point five) marks extra for each additional project subject to maximum 1.5 marks.	4		
6	Experience in Construction Supervision/DPR/Design Review of Major structures having length >**500 metre** in last 5 years. 1 project - 2.0 marks Add 0. 5 (Zero point five) marks extra for each additional project subject to maximum 1.0 marks.	3		

2. Criteria for Adequacy of the Proposed Work Plan and Methodology.

Criteria for Adequacy of The Proposed Work Plan and Methodology (Refer Para 5.3 (2) of Section 2, Data Sheet of RFP)			
Description	**Maximum marks**	**Reference/ Details of projects Claimed for self-assessment**	**Marks self-assessed by the bidder**
Understanding the objective, scope of assignment and Comments/suggestions on TOR i. Average 0.50 ii. Good 0.75 iii. Very Good 1.00	1		
Quality of Approach and Methodology (Review of scope of work and design review, construction supervision methodology, contract management approach, quality control and quality assurance, safety review/audit and O&M stage to be judged). i. Average 1.00 ii. Good 2.00 iii. Very Good 3.00	3		
Work Programme and Manning Schedule i. Average 0.50 ii. Good 0.75 iii. Very Good 1.00	1		
Total Marks	5		

3. Evaluation Criteria for assessment of score of Key Staff for adequacy of the Assignment.

(Refer para 5.3(3) of Section 2, Data Sheet of RFP)

3.1 Team Leader cum Senior Highway Engineer

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	**General Qualification**		**25**		
	I) Graduate in Civil Engineering II) Post-Graduation in Highway Engineering III) Degree/Diploma/Certificate in Project Management	21 03 01	25		
2	**Adequacy for the Project**		**60**		
a)	**Professional Experience in Highway Projects:**				
i	Total Professional Experience in handling Highway projects < 15 years -0		10		

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
	15 years -7 Add 1 marks extra for each additional year of experience subject to maximum 3 (three) marks.				
ii	Experience in Highway Development Projects < 5 years -0 5 years -11 Add 1 marks extra for each additional year of experience subject to maximum 4 (four) marks.		15		
iii	Experience as Team Leader or Project Manager or similar capacity of at least two projects in Construction Supervision /IE involving Two lane or more lane of Highway /Expressway having aggregate length of < 100 km - 0 100 km- 15 add 1 mark extra for each additional aggregate length of 25 km subject to maximum 5 (five) marks		20		
b)	Experience as Team Leader or similar capacity of at least two projects of project Preparation of major highway Project of Two lane or more lane of Highway /Expressway having aggregate length of < 100 km - 0 100 km-6 add 1 mark extra for each additional aggregate length of 25 km subject to maximum 4 (four) marks		10		
c)	Experience in operation and Maintenance of Major Highway Projects. < 1 project -0 1 Project -3 Add 1 mark for each additional project subject to maximum 2 marks.		5		
3	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks		**5**		
4	Power Point Presentation by the Team before the Authority		**10**		
	Total:		**100**		

Note: (1) Similar Capacity includes the following positions

i. On behalf of Consultant: Team Leader/Resident Engineer (Construction Supervision/IE).
ii. On behalf of Contractor: Project Manager (Construction/Construction Supervision)
iii. In Government Organizations: Superintending Engineer (or equivalent) and above

(2) Only those projects will be considered for evaluation at S. No. 2 (a)(iii), 2(b) and 2(c) above, where the input of the personnel is not < 12 months.

3.2 Senior Bridge /Structural Design Engineer

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	**General Qualification**		**25**		
	I) Graduation in Civil Engineering II) Post-Graduation in Structural Engineering	21 04	25		
2	**Adequacy for the Project**		**60**		
a)	**Professional Experience in Bridge Projects:**				
i	Total Professional Experience in Bridge Design < 15 years -0 15 years - 7 Add 1 marks extra for each additional year of experience subject to maximum 3 (three) marks.		**10**		
ii	Experience in similar capacity in Design of major highway Bridges/ROB/Flyover/Interchanges/ any other structures (similar configuration (2 /4/6 laning) and above). < 10 years -0 10 years -7 Add 1 marks extra for each additional year of experience subject to maximum 3 (three) marks.		**10**		
iii	Experience in construction / Construction Supervision of bridge /interchange/any other structures(similar configuration (2 /4/6 laning) and above). < 10 years -0 10 years -12 Add 1 marks extra for each additional year of experience subject to maximum 3 (three) marks.		**15**		
iv	Experience of designing of major Highway Bridges <4 bridges - 0 4 bridges - 3 Add 1 mark extra for each additional bridge design subject to maximum 2 (two) marks.		**5**		
v	Experience in similar capacity in supervision of major Highway Bridges <2 bridges - 0 2 bridges - 3 Add 1 mark extra for each additional bridge design subject to maximum 2 (two) marks.		**5**		
vi	Experience in supervision of Rehabilitation and repair of Major Bridges. <2 bridges - 0		**5**		

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
	2 bridges - 3 Add 1 mark extra for each additional bridge design subject to maximum 2 (two) marks.				
b)	Experience in Design of major highway bridges/ROB/Flyover/ Interchanges/ any other structures of length **200m or more**. (Excluding approaches). < 1 bridge - 0 1 bridge- 3 Add 1 mark extra for each additional bridge design subject to maximum 2 (two) marks.		**5**		
c)	Experience in similar capacity in innovative bridges/structures (Pre-cast Segmental, Cantilever Construction, Cable Stayed Bridge, Suspension bridges etc.) bridge design with use of computer aided software 2.5 mark for each bridge design subject to maximum 5 (five) marks.		**5**		
3	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks		**5**		
4	Power Point Presentation by the Team before the Authority		**10**		
	Total:		**100**		

Note: (1) Similar Capacity includes the following positions

i) On behalf of Consultant: Sr. Bridge Design Engineer/Sr. Bridge Engineer (Design only)

ii) In Government Organizations: Executive Engineer (or equivalent) and above

(2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 6 months

3.3 Resident cum Highway Engineer 1

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	**General Qualification**		**25**		
	I) Graduate in Civil Engineering II) Post-Graduation in Civil Engineering	21 04	25		
2	**Adequacy for the Project**		**60**		
a)	**Professional Experience**				
i	Total Professional Experience in supervision of Highway projects < 15 years -0 15 years - 15		**20**		

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
	Add 1 marks extra for each additional year of experience subject to maximum 5 (five) marks.				
ii	Experience in similar capacity in handling major 4 laning projects <2 nos- 0 2 nos - 24 Add 2 mark extra for each additional project subject to maximum 6 (six) marks.		**30**		
iii	Experience in similar capacity of Highway Project of Construction/Construction Supervision/IC on PPP Mode 5 marks for each project subject to maximum 10 (ten) marks		**10**		
3	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks		**5**		
4	Power Point Presentation by the Team before the Authority		**10**		
	Total:		**100**		

Note:
(1) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 12 months

3.4 Resident cum Highway Engineer 2

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	**General Qualification**		**25**		
	I) Graduate in Civil Engineering II) Post-Graduation in Civil Engineering	21 04	25		
2	**Adequacy for the Project**		**60**		
a)	**Professional Experience**				
i	Total Professional Experience in supervision of Highway projects < 15 years -0 15 years - 15 Add 1 marks extra for each additional year of experience subject to maximum 5 (five) marks.		**20**		
ii	Experience in similar capacity in handling major 4 laning projects <2 nos- 0 2 nos - 24 Add 2 mark extra for each additional project		**30**		

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
	subject to maximum 6 (six) marks.				
iii	Experience in similar capacity of Highway Project of Construction/Construction Supervision/IC on PPP Mode 5 marks for each project subject to maximum 10 (ten) marks		**10**		
3	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks		**5**		
4	Power Point Presentation by the Team before the Authority		**10**		
	Total:		**100**		

Note:
(1) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 12 months

3.5 Highway Design Engineer

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	**General Qualification**		**25**		
	I) Graduation in Civil Engineering II) Post-Graduation in Highway Engineering	21 04	25		
2	**Adequacy for the Project**		**60**		
a)	**Professional Experience**				
i	Total Professional Experience in handling Highway projects < 15 years -0 15 years - 7 Add 1 marks extra for each additional year of experience subject to maximum 3 (three) marks.		**10**		
ii	Experience insimilar capacity inHighway Designing/Construction work/Independent Engineer works < 5 years -0 5 years -15 Add one mark extra for each additional year of experience subject to maximum 5 (five) marks.		**20**		
iii	Experience as Highway Design Engineer for projects of major two lane or more lane of Highway / Expressway improvement projects < 2 nos -0		**20**		

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
	2 nos -15 Add one mark extra for each additional one project subject to maximum 5 (five) marks.				
iv	Experience of Computer Software Programmes for Design of Highways 1 Project -3 2 or more -5		**5**		
v	Experience in Highway Projects on PPP mode 1 Project -3 2 or more -5		**5**		
3	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks		**5**		
4	Power Point Presentation by the Team before the Authority		**10**		
	Total:		**100**		

Note:
(1) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not <6 months

3.6 Bridge /Structural Engineer 1

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	**General Qualification**		**25**		
	I) Graduate in Civil Engineering II) Post-Graduation in Structural Engineering	21 04	25		
2	**Adequacy for the Project**		**60**		
i	Total Professional Experience in handling designing of Bridgeprojects < 10 years -0 10 years - 11 Add 1 marks extra for each additional 2 year subject to maximum 4 (four) marks.		**15**		
ii	Experience in similar capacity for Design of major highway Bridges. < 5 years -0 5 years -15 Add 1 (one) mark extra for each additional completed year of experience subject to maximum 5 (five) marks.		**20**		
iii	Experience in designing of major Highway Bridges		**10**		

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
	< 2 Bridges -0 02 Bridges -7 Add 1 (one) mark extra for each additional bridge subject to maximum 3 (three) mark				
iv	Experience in supervision of Major Highway Bridges < 2 - 0 2 nos -07 Add 1 (one) mark extra for each additional bridge subject to maximum 3 (three) mark		**10**		
v	Experience in innovative (Precast Segmental, Cantilever Construction, Cable Stayed Bridge, Suspension bridges etc.) bridge design with use of Computer aided software. Experience in 1 project - 3 More than one project - 5 marks		**5**		
3	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks		**5**		
4	Power Point Presentation by the Team before the Authority		**10**		
	Total:		**100**		

Note: (1) Similar Capacity includes the following positions

i. On behalf of Consultant/Contractor: Bridge Engineer/Project Manager (Bridges)
ii. On behalf of Government: Executive Engineer

(2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not <12 months

3.7 Bridge /Structural Engineer 2

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	**General Qualification**		**25**		
	I) Graduate in Civil Engineering II) Post-Graduation in Structural Engineering	21 04	25		
2	**Adequacy for the Project**		**60**		
i	Total Professional Experience in handling designing of Bridgeprojects < 10 years -0 10 years - 11 Add 1 marks extra for each additional 2 year subject to maximum 4 (four) marks.		**15**		

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
ii	Experience in similar capacity for Design of major highway Bridges. < 5 years -0 5 years -15 Add 1 (one) mark extra for each additional completed year of experience subject to maximum 5 (five) marks.		**20**		
iii	Experience in designing of major Highway Bridges < 2 Bridges -0 02 Bridges - 7 Add 1 (one) mark extra for each additional bridge subject to maximum 3 (three) mark		**10**		
iv	Experience in supervision of Major Highway Bridges < 2 - 0 2 nos -07 Add 1 (one) mark extra for each additional bridge subject to maximum 3 (three) mark		**10**		
v	Experience in innovative (Precast Segmental, Cantilever Construction, Cable Stayed Bridge, Suspension bridges etc.) bridge design with use of Computer aided software. Experience in 1 project - 3 More than one project - 5 marks		**5**		
3	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks		**5**		
4	Power Point Presentation by the Team before the Authority		**10**		
	Total:		**100**		

Note: (1) Similar Capacity includes the following positions

i. On behalf of Consultant/Contractor: Bridge Engineer/Project Manager (Bridges)

ii. On behalf of Government: Executive Engineer

(2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 12 months

3.8 Senior Pavement Specialist

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	**General Qualification**		**25**		
	I) Graduate in Civil Engineering II) Post-Graduation in Highway Engineering/Pavement design	21 04	25		
2	**Adequacy for the Project**		**60**		
	Professional Experience				
i	Total Professional Experience of Pavement Design/ Pavement Construction / Pavement Maintenance of Highways/Roads/Air Field Runway < 15 years -0 15 years -7 Add one mark extra for each additional year of experience subject to maximum 3 (three) marks		10		
ii	Experience in Similar capacity in Construction/Construction Supervision of two lane or more lane of Highway / Expressway Projects < 5 years -0 5 years -15 Add one mark extra for each additional year of experience subject to maximum 5 (five) marks.		20		
iii	Experience as Pavement/Geo-technical Engineer in construction/ construction supervision of Major Highway projects. < 2 nos -0 2 nos -15 Add 1.0 (one) marks extra for each additional project subject to maximum 5 (five) marks.		20		
iv	International experience in the field of Design, Construction and maintenance of flexible/rigid type of pavements including latest Codal stipulations and specifications 1 Project -4 2 or more -5		5		
v	Experience as a Pavement Specialist / Pavement Engineer on PPP Projects 1.0 marks for each project subject to maximum 5 (five) marks		5		
3	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks		**5**		
4	Power Point Presentation by the Team before the Authority		**10**		
	Total:		**100**		

Note: (1) Similar Capacity includes the following positions

i. On behalf of Consultant/Contractor: Senior Pavement Specialist/Senior Pavement Engineer/ Senior Pavement Expert
ii. On behalf of Government: Executive Engineer

(2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not <6 months

3.9 Senior Quality /Material Expert

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	**General Qualification**		**25**		
	I) Graduate in Civil Engineering II) Post-Graduation in Geotechnical Engineering/Foundation Engineering/Soil Mechanics	21 04	25		
2	**Adequacy for the Project**		**60**		
	Professional Experience				
i	Total Professional Experience < 15 years -0 15 years -11 Add one mark extra for each additional year of experience subject to maximum 4 (four) marks.		**15**		
ii	Experience as Senior Quality / Material Expert or in similar capacity in Construction/Construction Supervision of major Highway Projects < 5 years -0 5 years -16 Add 2.0 (two) marks extra for each additional year of experience subject to maximum 4 (four) marks.		**20**		
iii	Experience as Senior Quality / Material Expert or in similar capacityin handling Similar Highway projects < 2 nos-0 2 nos -16 Add 2.0 marks extra for each additional project subject to maximum 4 (four) marks.		**20**		
iv	Experience in latest quality management techniques in highway Projects using modern technology 1 Project -4 2 or more -5		**5**		
3	Employment with the Firm < 1 year -0 1 year -3		**5**		

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
	Add 0.5 marks for each subsequent year subject to maximum 2 marks				
4	Power Point Presentation by the Team before the Authority		**10**		
	Total:		**100**		

Note: (1) Similar Capacity includes the following positions

i. On behalf of Consultant/Contractor: Senior Quality Expert/Senior Material Engineer/Senior Material Expert/Senior Quality Engineer
ii. On behalf of Government: Executive Engineer

(2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not <12 months

3.10 Traffic and Transportation Expert

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	**General Qualification**		**25**		
	I) Graduate in Civil Engineering II) Post-Graduation in Traffic Engineering/Transport Engineering	21 04	25		
2	**Adequacy for the Project**		**60**		
	Professional Experience				
i	Total Professional Experience < 15 years -0 15 years -7 Add one mark extra for each additional year of experience subject to maximum 3 (three) marks		**10**		
ii	Experience as Traffic & Transportation Expert on Major Highway Project of similar nature on at least one project of Two lane or more lane of Highway /Expressway or similar project. < 5 years -0 5 years -15 Add one mark extra for each additional year of experience subject to maximum 5 (five) marks.		**20**		
iii	Experience in similar capacity as Traffic & Transportation Expert on at least one project of Two lane or more lane of Highway /Expressway or similar project < 1 project -0 1 project -15 Add 2.5 mark extra for each additional project subject to maximum 5 (five) marks.		**20**		
iv	Experience in Road Safety aspects during		**10**		

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
	various phases of Highway Projects Pre-construction -2 Design/Development/Construction stage - 4One Safety Audit of Highway Project - 1 (each additional gets 0.5 marks subject to maximum 1) Safety Study of Highway Project -1 (each additional gets 0.5 marks subject to maximum 1)				
3	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks		**5**		
4	Power Point Presentation by the Team before the Authority		**10**		
	Total:		**100**		

3.11 Road Safety Expert

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	**General Qualification**		**25**		
	I) Graduate in Civil Engineering II) Post-Graduation in Traffic /Transportation/Safety Engineering	21 04	25		
2	**Adequacy for the Project**		**60**		
	Professional Experience				
i	Total Professional Experience < 15 years -0 15 years -7 Add one mark extra for each additional year of experience subject to maximum 3 (three) marks.		10		
ii	Experience in Road Safety works of Major Highway Project of Two lane or more lane of Highway / Expressway Projects <10 years -0 10 years -11 Add one mark extra for each additional year of experience subject to maximum 4 (four) marks.		15		
iii	Experience in Road Safety Audits of Two lane or more lane of Highway / Expressway Projects including one at design stage < 2 nos -0 2 nos -15 Add one (1) mark extra for each additional project subject to maximum five (5) marks.		20		
iv	International Exposure in the field of Road		5		

S. No	Description		Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
	Safety Management Plan 1 project -3 marks 2 or more -5 marks				
v	Experience in involvement in preparation of Road Safety Policy of Nation / State / City 1 project -3marks 2 or more -5 marks		5		
vi	Experience in preparation of Road Safety Management Plans for Inter Urban Highway on PPP Mode 1 project -3marks 2 or more -5 marks		5		
3	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks		**5**		
4	Power Point Presentation by the Team before the Authority		**10**		
	Total:		**100**		

3.12 Financial Expert

S. No	Description	Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	**General Qualification**	**25**		
	MBA(Finance)/Chartered Accountant	25		
2	**Adequacy for the Project**	**60**		
	Professional Experience			
i	Total Experience as a Financial Advisor particularly in the field of project financing < 8 years - 0 8 years - 40 Add 2 (two) mark extra for each additional year of experience subject to maximum 10 (ten) marks.	50		
ii	Advisory experience in similar capacity in the field of transportation project. < 1 year -0 Add 1 (one) mark extra for each year of experience subject to maximum 10 (ten) marks.	10		
3	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks	**5**		
4	Power Point Presentation by the Team before the Authority	**10**		
	Total:	**100**		

3.13 Legal Expert

S. No	Description	Max Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	**General Qualification**	**25**		
	Law Graduate with Registered Lawyer in Bar Council	25		
2	**Adequacy for the Project**	**60**		
	Professional Experience			
i	Total Experience in contracts and financial documentation related to project financing. < 8 years - 0 8 years - 40 Add 2 (two) mark extra for each additional year of experience subject to maximum 10 (ten) marks.	50		
iii	Advisory experience in similar capacity in transportation. < 1 year -0 Add 1 (one) mark extra for each year of experience subject to maximum 10 (ten) marks.	10		
3	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks	**5**		
4	Power Point Presentation by the Team before the Authority	**10**		
	Total:	**100**		

SECTION 3:

FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS

The proposal should contain the following information in enclosed format attached at

Appendix A.

- Year of Establishment of Firm
- Average annual turnover (last five years)

Note: The Firm shall submit Certificate of Incorporation and audited balance sheet for the last five years (FY 2011-2012, FY 2012-2013, FY 2013-2014, FY 2014-15 and FY 2015-2016). For claiming experience of Highway projects completion certificate from employer should be enclosed. The proposal should also contain the details of the key personnel viz. their name, qualification, expertise area, experience and years of association with the firm.

Appendix A

The following information related to the firm should be provided in the proposal.

i. Name of the package applied for:-

ii. Year of establishment of firm*

Consultant	Year of Establishment	Country	Type of Organization			
			Individual	Partnership	Corporation	Other
Individual						

*Copy of Certificate of incorporation shall be submitted.

iii. Office/Business Address/Telephone nos./Cable Address.
iv. Narrative description of firm(Notmorethan2sheets)
v. Name of two (2) principals who may be contacted with title and telephone number/fax number/e-mail.
vi. Financial Statement of the last five years.**

S. No	Particular	2015-16	2014-15	2013-14	2012-13	2011-12
i.	Annual turnover from Consulting business					
ii.	Total Assets					
iii.	Current Assets					

**Balance Sheet/ Auditor Certificate of last 5 years (2011-12, 2012-2013, 2013-14, 2014-15 and 2015-16) shall be submitted as evidence of Annual Turnover.

a) The amount shall be stated in INR. (Consider **1 US Dollar = INR 60**).

b) The currency conversion rate for the respective years shall be mentioned for other International currencies.
c) Wherever details for Audited Balance Sheet, Financial Statement, and Balance Sheet/Auditor Certificate of last 5 years are sought, the last 5 year shall be preceding the year in which Bid submission is to be made.

In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect duly certified by statutory body like Chartered Accountant or Independent Auditor who are competent to do so as recognized by the state Concerned. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (Five) years preceding the year for which the Audited Annual Report is not being provided.

vii. Experience as Construction supervision / Independent Engineer of two or more laning road projects, separately for PPP and non-PPP Projects during the last5years.

S No	Projects Name/Year Sole consultant/ prime consultant of JV/minor consultant of JV / or Sub-consultant / as Associate – consultant	Type services rendered	Description of Road Project/ Length (kms)	Client (with complete address, contact person, Telephone Nos. and Fax Nos.)	Total Fee for the Consultancy Assignment (INR)	Fee received by Applicant (in case of JV/Association)	%age of total fee received by the firm	Approx. Cost of Road Project	Period
1	2	3	4	5	6	7	8	9	10
		A. Completed/Substantially completed projects: 1. 2. 3. **B. Projects in progress:** 1. 2. 3.							

viii. Experience in DPR preparation of two or more lane Road Projects separately for the PPP and non-PPP projects during the last 5 years.

S No	Projects Name/ Year Sole consultant / prime consultant of JV/minor consultant of JV/or sub consultant/as Associate consultant (Road/ Highway) Projects with or without bridges)	Type of Services Rendered	Length of Project (kms)	Client (with complete address, contact person, telephone Nos. and Fax Nos.)	Total Fee for the Consultancy Assignment (INR)	Fee in INR (Applicant's share in case of JV)	% age of total fee received by the firm	Period
1	2	3	4	5	6	7	8	9

a) Experience of 4 & 6 lane road projects will also be considered with a multiplication factor of 1.5 & 2 respectively.

b) Only those projects, to be included in the table which are Road Projects and for which clients certificates from the concerned Government agencies are enclosed with the proposal.

c) The details of bridges having length more than 200 m. (500 m. in case the project consist of bridges of length more than 500 m.) in the listed projects is to be specifically mentioned.

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

e) For weightage of experience in any past Consultancy assignment experience certificate from the client shall be accepted. In the absence of experience certificate from the client, proportion of payment received towards Consultancy work duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognised by the State concerned shall be accepted. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non- availability of such documents no weightage of turnover/experience will be considered. The Chartered Accountant or Independent Auditors shall submit the abstract of past Consultancy assignment experience certificate, duly signed and supported by the client's certificate.

(ix) Assignments on hand including those for which the Letter of Acceptance from the clients received as on 7 days prior to due date for submission of proposals: The details shall be given in the following format.

S. No	Name of Assignment	Client	Role of the firm	Date of letter of Acceptance	Date of Agreement if signed	Present status of Assignment	Team Members provided by the firm		
			Sole, Lead/ Other in JV or sub-consultant				Name	DOB	Position
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

(x) Number of Key Personnel employed with the firm for more than one year from bid submission date:

Key Personnel	Number of Key Personnel
Team Leader cum Senior Highway Engineer	
Senior Bridge / Structural Design Engineer	
Resident cum Highway Engineer	
Highway Design Engineer	
Bridge/Structural Engineer	
Senior Pavement Specialist	
Senior Quality cum Material Expert	
Traffic & Transportation Expert	
Road Safety Expert	
Financial Expert	
Legal Expert	

SECTION 4:

FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Appendix B-1	Technical proposal submission form.
Appendix B-2	Firm's comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by CGRDC.
Appendix B-3	Approach paper on methodology and work plan for performing the assignment.
Appendix B-4	Composition of the Team and Task (s) of each Team member
Appendix B-5	Curriculum vitae of proposed Professional staff.
Appendix B-6	Time schedule for deployment of Professional staff
Appendix B-7	Activity (works) schedule.
Appendix B-8	Integrity Pact

APPENDIX B-1

Technical proposal submission form.

From (Name of Firm)

_____
_____
_____
_____
_____

To: (Name and Address of Client)
Managing Director,
Chhattisgarh Road Development Corporation Limited,
3rd Floor, Sirpur Bhawan Campus,
Civil Lines, Behind Akashvani
Raipur – 492001, Chhattisgarh

Ladies/Gentlemen:

Subject: Submission of Technical and Financial Proposal for Appointment of Independent Engineer for the Development, Operation and Maintenance of **Raigarh – Punjipatara – Gharghoda – Patthalgaon Road** section of SH 1 AB in the State of Chhattisgarh through Public Private Partnership on DBFOT (Toll) basis.

We, the under signed, offer to provide the consulting services for the above in accordance with your Request for Proposal dated (-------), and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope for the above mentioned work.

If negotiations are held during the period of validity of the Proposal i.e. before (-------) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

Yours sincerely,

Managing Director/Head of the Firm/Authorised Representative of the firm

Name of the firm
Address

APPENDIX B-2

COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE AND ON SERVICES AND FACILITIESTO BE PROVIDED BY CGRDC

On the Terms of Reference (not more than one page):

1.

2.

3.

4.

….

On the services and facilities to be provided by CGRDC (not more than one page)

1.

2.

3.

4.

…

APPENDIX B-3

APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(not more than six pages)

APPENDIX B-4

COMPOSITION OF THE TEAM PERSONNEL, AND TASK (S) OF EACH TEAM MEMBER

1. Technical/Managerial Staff

Sl. No.	Name	Position	Task
1			
2			
3			
4			
.. ..			

2. Support Staff

Sl. No.	Name	Position	Task
1			
2			
3			
4			
.. ..			

APPENDIX B-5

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position : ……

Name of Firm :……

Name of Staff :……

Profession :……

Date of Birth :……

Years with Firm/Entity:…….....

Nationality :……

Member ship of Professional Societies: .....

Detailed Task Assigned:.....

Photograph

S. No	Name of Employer	Post Held	Project Name	Period		Assignment in the Project	Client of the Project	Remark
				From	To			

Education:

[Summarise college / university and other specialised education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

Key Qualifications:

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

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organisations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three- quarters of a page.]

Languages:

[For English language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Summary of Qualification & Experience vis-à-vis the requirements as per TOR

	Academic Qualification		Professional Qualification		
Position of the Key personnel	**as per the TOR**	**Possessed by Staff member**	**as per the TOR**	**Possessed by Staff member**	
				Brief Description of Project	**Man-months provided**

Certification by the Candidate

I, the undersigned, (Name and Address) undertake that this CV correctly describes myself, my qualifications and my experience and CGRDC would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per TOR is found incorrect. I further undertake that I have neither been debarred by NHAI/MORTH/Other States Govt./Central Govt. or any subsidiary nor left any assignment with the consultants engaged by CGRDC / contracting firm (firm to be supervised now) for any continuing work of CGRDC without completing my assignment. I will be available for the entire duration of the current project (named…..). If I leave this assignment in the middle of the work, CGRDC would be at liberty to debar me from taking any assignment in any of the CGRDC works for an appropriate period of time to be decided by CGRDC. I have no objection if my services are extended by CGRDC for this work in future.

I further undertake that if due to my inability to work on this project due to unavoidable circumstances, due to which consultant's firm is forced to seek replacement. In such unavoidable circumstances, I shall not undertake any employment in CGRDC/Govt. of C.G. projects during the period of assignment of this project and CGRDC shall consider my CV invalid till such time.

For Key Personnel having intermittent in puts, add the following:

I further certify that I am associated with the following assignments as on date (as on 7 days prior to due date for submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments shall not effect the work of the current assignment.

Name of Assignment	Client	Date of LOA	Likely start (Month / Year)	Likely end (Month / Year)	Total input of the person (man-months)

Note: CVs of Key Personnel having intermittent inputs will be considered only if the assignments on hand as on 7 days before due date of proposal including those for which LOA has been received from the Client or for which Consultant has been declared as H1 or L1do not exceed3 (three) for Senior Bridge / Structural Design Engineer, Senior Pavement Specialist and Highway Design Engineer.6 (six) for Traffic and Transportation Expert, Road Safety Expert, Financial Expert and Legal Expert.

…… Date
(Signature of Key Personnel) (Day/Month/Year)

Certification by the firm*
The under signed on behalf of ----------(name of consulting firm) certify that the qualification and experience details of Shri ---------- (name of the proposed personnel and address) as described in the CV has been checked and found to be correct. It is also certified that Shri-------- (name of proposed personnel) to the best of our knowledge has neither been debarred by CGRDC/Govt. of C.G. nor left his assignment with any other consulting firm engaged by CGRDC /Govt. of C.G. Contracting firm (firm to be supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment is known to CGRDC, CGRDC would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by CGRDC.

…….. Date:……
(Day/Month/Year)

[Signature of authorised representative of the firm]

***The certification of the firm should be submitted in the bid.**

Note:-

a) **Personnel is to affix his recent photograph on first page of CV.**
b) **Complete address and phone number of the Personnel is to be provided.**
c) **Document for proof of age is to be enclosed.**
d) **Document for proof of qualification is to be enclosed.**
e) **Age of the personnel shall not be more than as specified.**
f) **Affidavit from the Consulting firm in the following format to be attached.**
g) **Experience certificate from the employer is to be enclosed.**

AFFIDAVIT

I, Shri _____ , authorized signatory of M/s_____on behalf of the firm / company hereby undertake that all the details submitted in the CVs of the Personnel including experience claims by our Firm/Key Personnel for the work of
_____ are correct to the best of our knowledge & belief and we are fully responsible for the details submitted therein.

Date : (Authorized Signatory)Place :
Name of the firm
(seal)

APPENDIX B-6

TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

A. Activity Schedule

Sl. No.	Name	Position	Month wise Program (inform of Bar Chart) [1st, 2nd etc. are months from the start of assignment]												
			1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th and subsequent months	Number of Months
1															Subtotal(1)
2															Subtotal(2)
3															Subtotal(3)
4															Subtotal(4)
-															-
-															-

APPENDIX B-7:

ACTIVITY (WORKS) SCHEDULE

A. Activity Schedule

		Month wise Program (inform of Bar Chart) *[1st, 2nd etc. are months from the start of*											
Sl.	Item of Activity (Works)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th and subsequent months
1	.....												
2	.....												
3	.....												
4	.....												
-	.....												
-	.....												

B. Completion and Submission of Reports

S. No	Reports:	Programme: (Date)
1	Monthly reports (Design and Construction)	
2	Quarterly Reports	
3	Various others reports as provided in the Concession Agreement such as completion Report.	

APPENDIX B-8

PRE CONTRACT INTEGRITY PACT

GENERAL

This Pre-Bid Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2016, between on one hand, the Chhattisgarh Road Development Corporation 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 Independent Engineers for the Development, Operation and Maintenance of two or more lane Road Projects 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 Limited (CGRDC).

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 **INR 962000.00 (INR Nine Lakhs Sixty Two Thousands only) @0.02%** of Total Project Cost 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 CGRDC to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 Within 15 days of the receipt of notification of award from the Employer, the successful CONSULTANT shall furnish the Performance Security equal to 2.50% of the value of contract from a Commercial bank in accordance with the General Conditions of Contract, in the Performa prescribed at Appendix- I of draft Contract Agreement.

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

5.6 No interest shall be payable by the AUTHORITY to the 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 thereof.

(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 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 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 Public Sector Undertaking (PSU) at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the CONSULTANT to the AUTHORITY, if the contract has already been concluded.

8. INDEPENDENT MONITORS

8.1 The AUTHORITY will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

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

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

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

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

8.6 The 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/Seller, including warranty period, whichever is later, 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:

SECTION5

FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL.

Appendix C-1 Financial proposal submission form.

Appendix C-2 Summary of costs.

Appendix C-3 Cost for Independent Engineer works.

APPENDIXC-1

FINANCIAL PROPOSAL SUBMISSION FORM

FROM: (Name of Firm)

TO:

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

Subject: Appointment Of Independent Engineer for the Development, Operation and Maintenance of **Raigarh – Punjipatara – Gharghoda – Patthalgaon Road section of SH 1 AB** in the State of Chhattisgarh through Public Private Partnership on DBFOT (Toll) basis.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of …… [Amount in words and figures]. This amount is inclusive of all taxes except service tax which we have estimated at …….. (Amount in Words and Figures).

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of CorruptionAct1988".

Commission and gratuities, if any, paid or to be paid by us to agents relating to this proposal and contract execution, if wear awarded the contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
.....	.....	.....
.....	.....	.....

We understand you are not bound to accept any proposal you receive. We remain,

Yours sincerely,

Managing Director/Head of the firm/Authorised Representative of the firm
Name of the firm

Address

APPENDIX C-2

SUMMARY OF COSTS

No.	Description	Amount (INR)
I	**REMUNERATION FOR PROFESSIONAL STAFF**	
II	**OFFICE STAFF**	
III	**OUT OF POCKET EXPENSES**	
	Total	

(Indian Rupees in words…….)

APPENDIX C-3:

COST FOR INDEPENDENT ENGINEER WORKS

I. REMUNERATION FOR PROFESSIONALSTAFF

No.	Position	Name	Year 1-3		
			Rate	No. of man-months *	Amount
	Key Personnel (Professional Staff)				
1.	Team Leader cum Senior Highway Engineer			[30]	
2.	Senior Bridge/ Structural Design Engineer			[12]	
3.	Resident cum Highway Engineer (02 Nos.)			[(2 x 24) +6=54]	
4.	Highway Design Engineer			[12]	
5.	Bridge/Structural Engineer (02 Nos.)			[(2 x 24) +6=54]	
6.	Senior Pavement Specialist			[24]	
7.	Senior Quality cum Material Expert			[24]	
8.	Traffic & Transportation Expert			[6]	
9.	Road Safety Expert			[6]	
10.	Financial Expert			[4]	
11.	Legal Expert			[4]	
	Sub Total (Key Personnel) =			**[230]**	
	Sub-professional				
1.	Survey Engineer	TBN		[18]	
2.	Assistant Highway Engineer	TBN		[24]	
3.	Assistant Bridge Engineer	TBN		[24]	
4.	Assistant Quality cum Material Engineer	TBN		[24]	
5.	Quantity Surveyor	TBN		[18]	
6	HTMS /Toll Expert	TBN		[3]	
	Sub Total (Sub Professional) =			**[111]**	
	G. Total =			**[341]**	

(Indian Rupees in words…….)

TBN=To Be Named

***The man-month against each key personnel/sub–professional shall be same as specified in Enclosure A of TOR.**

II. OFFICE STAFF

No.	Position	Name	Staff Months	Billing Rate ()	Amount ( )
1.	Office Manager cum Accountant (1 no.)	TBN	[30]		
2.	Computer Operator (2 nos.)	TBN	[2x30= 60]		
3.	Guard (2 nos.)	TBN	[2x30= 60]		
4.	Office Boy (2 nos.)	TBN	[2x30= 60]		
Total :			**210**		

(Indian Rupees in words…….)

III. OUT OF POCKET EXPENSES

S. No	Particulars	Charge/Month	Consulting Period	Amount
1	Car Rentals (1 vehicle for Team Leader office and 1 vehicle for others Professional staff.		[2x30= 60]	
2	Motor Cycle/Bike Rental		[(2x24) + (2x30) = 108]	
3	Office Stationary, Printing Charges i/c misc. cost for computer, printer, photo copies		[1x30 = 30]	
4	Communication (TEL/Fax/Postage etc.)		[1x30 = 30]	
5	Office Accommodation including furnishing		[1x30 = 30]	
	Total		**[258]**	

(Indian Rupees in words…….)

SECTION 6

TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

1 Scope

1.1 These Terms of Reference for the Independent Engineer (the "TOR") are being specified pursuant to the Concession Agreement to be signed (the "**Agreement**"), between the Authority and preferred Bidder M/s Jindal Steel & Power Limited (the "Concessionaire") for **two / four laning of Raigarh – Punjipatara – Gharghoda – Patthalgaon Road section of SH 1 AB from existing Chainage Km 84.250 at Patthalgaon to Km 194.431 at Raigarh** in the State of Chhattisgarh on Design, Build, Finance, Operate and Transfer DBFOT (Toll) basis, and a draft copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

1.2 This TOR shall apply to construction, operation and maintenance of the Two-Lane/Two Lane with paved shoulder/Four-Lane Project Road and shall apply, mutatis mutandis, to thereof.

2 Definitions and interpretation

2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

3 Role and functions of the Independent Engineer

3.1 The role and functions of the Independent Engineer shall include the following:

(i) review of the Drawings and Documents as set forth in Paragraph 4;

(ii) review, inspection and monitoring of Construction Works as set forth in Paragraph 5;

(iii) conducting Tests on completion of construction and recommend to CGRDC for issuance of Completion/Provisional Certificate as set forth in Paragraph 5;

(iv) review, inspection and monitoring of O&M as set forth in Paragraph 6;

(v) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;

(vi) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;

(vii) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;

(viii) assisting the Parties in resolution of disputes as set forth in Paragraph 9; and

(ix) undertaking all other duties and functions in accordance with the Agreement.

3.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4 Development Period

4.1 During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to CGRDC and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

4.2 The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.

4.3 The Independent Engineer shall review the Drawings sent to it by the Safety Consultant in accordance with Schedule-L and furnish its comments thereon to CGRDC and the Concessionaire within 7 (seven) days of receiving such Drawings. The Independent Engineer shall also review the Safety Report and furnish its comments thereon to CGRDC within 15 (fifteen) days of receiving such report.

4.4 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.

4.5 Upon reference by CGRDC, the Independent Engineer shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project Road, and furnish its comments within 7 (seven) days from receipt of such reference from CGRDC.

5 Construction Period

5.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.

5.2 The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to CGRDC and the Concessionaire within 7 (seven) days of receipt of such report.

5.3 The Independent Engineer shall inspect the Construction Works and the Project Road once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the "**Inspection Report**") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project Road. The Inspection Report shall also contain a review of the maintenance of the existing lanes in conformity with the provisions of the Agreement. The Independent Engineer shall send a copy of its Inspection Report to CGRDC and the Concessionaire within 7(seven) days of the inspection.

5.4 The Independent Engineer may inspect the Project Road more than once in a month if any lapses, defects or deficiencies require such inspections.

5.5 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 5.5, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORTH (the "**Quality Control Manuals**") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.

5.6 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.

5.7 The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.

5.8 In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.

5.9 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project Road is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen)days the steps proposed to be taken to expedite progress, and the period within which the COD shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to CGRDC and the Concessionaire forthwith.

5.10 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to CGRDC forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

5.11 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to CGRDC forthwith, recommending whether or not such suspension may be revoked by CGRDC.

5.12 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set

forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify CGRDC and the Concessionaire of the same.

5.13 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-I and recommend to CGRDC for issuance of Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 14 and Schedule-I.

5.14 Upon reference from CGRDC, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Article 16 and certify the reasonableness of such costs for payment by CGRDC to the Concessionaire.

5.15 The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual after approval of CGRDC.

6 Operation Period

6.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.

6.2 The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to CGRDC and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.

6.3 The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to CGRDC and the Concessionaire within 7 (seven) days of receipt of such report.

6.4 The Independent Engineer shall inspect the Project Road more than once every month, preferably one inspection after receipt of the monthly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project Road. The Independent Engineer shall send a copy of its O&M Inspection Report to CGRDC and the Concessionaire within 7 (seven) days of the inspection.

6.5 The Independent Engineer may inspect the Project Road more than once in a month, if any lapses, defects or deficiencies require such inspections.

6.6 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Project Road is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.

6.7 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-K, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

6.8 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the

Damages, if any, payable by the Concessionaire to CGRDC for such delay.

6.9 The Independent Engineer shall examine the request of the Concessionaire for closure of any lane(s) of the carriageway for undertaking maintenance/repair thereof, keeping in view the need to minimise disruption in traffic and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Concessionaire after approval of CGRDC. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the re-opening of such lane(s), and in case of delay, determine the Damages payable by the Concessionaire to CGRDC under Clause 17.7.

6.10 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4.

6.11 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project Road, the Independent Engineer shall review the same and send its comments to CGRDC and the Concessionaire within 15 (fifteen) days of receiving the proposal.

6.12 The Independent Engineer shall undertake traffic sampling, as and when required by CGRDC, under and in accordance with Article 22 and Schedule-O.

7 Termination

7.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project Road for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 39.1 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Project Road is such that its repair and rectification would require a larger amount than the sum set forth in Clause 40.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

7.2 The Independent Engineer shall inspect the Project Road once in every 15(fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 40, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to CGRDC and the Concessionaire.

8 Determination of costs and time

8.1 The Independent Engineer shall evaluate and recommend to CGRDC the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

8.2 The Independent Engineer shall determine and recommend to CGRDC the period, or any extension thereof, that is required to be determined by it under the Agreement.

9 Assistance in Dispute resolution

9.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.

9.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

10 Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

11 Miscellaneous

11.1 The Independent Engineer shall notify its programme of inspection to CGRDC and to the Concessionaire, who shall depute their respective representatives to be present during the inspection. The inspection note issued after such visits must be necessarily endorsed/intimated to CGRDC and the Concessionaire.

11.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to CGRDC forthwith.

11.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in 2(two) copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send 1(one) of the copies to CGRDC along with its comments thereon.

11.4 The Correspondence between the Concessionaire and Independent Engineer shall be deemed valid only if a copy thereof is endorsed to and received by CGRDC.

11.5 The Independent Engineer will ensure that the Concessionaire has set up field laboratory for testing of materials and finished products as stipulated in Clause 121 of MORTH specifications.

11.6 The Independent Engineer will get Quality Assurance Plan (QAP) from Concessionaire and submit to CGRDC with its Comments for approval.

11.7 The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

11.8 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings of each structure including its Design, Documents, results of tests and other relevant records, and hand them over to CGRDC or such other person as CGRDC may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in micro film form or in such other medium as may be acceptable to CGRDC.

11.9 Wherever no period has been specified for delivery of services by the Independent Engineer, the Independent Engineer shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.

12. PERFORMANCE CLAUSE

Independent Engineers shall be expected to fully comply with all the provisions of the `Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the Concession Agreement and other schedules. Any failure of the Independent Consultant in notifying to CGRDC and the Concessionaire on non-compliance of the provisions of the Concession Agreement and other schedules by the Concessionaire, non-adherence to the provision of ToR and non- adherence to the time schedule prescribed under ToR shall amount to non- performance.

The Independent Engineer shall only recommend to CGRDC for issuance of the Provisional Completion Certification and Completion Certificate.

13. CONSULTANT'S PROPOSAL

13.1 List of key personnel to be fielded by the Consultants shall be as below:

i. Team Leader Cum Senior Highway Engineer
ii. Senior Bridge / Structural Design Engineer
iii. Resident cum Highway Engineer [(2 nos.)]
iv. Highway Design Engineer
v. Bridge/Structural Engineer [(02 Nos.)]
vi. Senior Pavement Specialist
vii. Senior Quality cum Material Expert
viii. Traffic & Transportation Expert
ix. Road Safety Expert
x. Financial Expert
xi. Legal Expert

13.2 Broad job-description and minimum qualification for key personnel mentioned above is enclosed as **Enclosure–B**. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience. The Consultant should feel free to submit their proposal on the basis of the man-months which they consider to be necessary to undertake the assignment. The **age of the Key Personnel should not be more than 60 years on the date of submission of proposal.** Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorised signatory for the Consultant. The key personnel shall also certify at the end of their bio-data proforma that they have not left any of CGRDC works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Independent Consultant, if the Project is awarded. In case the key personnel leaves the assignment without approval of CGRDC, CGRDC would be at liberty to take any appropriate action against that key personnel including debarment.

13.3 In addition to above, consultants are required to propose other key personnel, sub- professional staff and other field engineers as detailed in **Enclosure-A** and the minimum qualification requirements for the same is enclosed in **Enclosure–B**.

14. PERIOD OF SERVICES

14.1 The services of an Independent Engineer will be in phases as per Contract / Concession Agreement.

14.1.1 The appointment of the Independent Engineer shall initially be as per details given below.

Period of service (in months)	Construction period (in months)	Development period (in months)
[30]	[24]	[6]

The proposed man power deployment for this period shall be matching the activities to be performed during the said period. The time frame for services during the deployment of key personnel during this period shall be as shown in **Enclosure A**.

MAN-MONTHS INPUT FOR KEY PROFESSIONAL STAFF INDEPENDENT ENGINEERS

Enclosure-A

No.	Position	Name	Year 1-3		
			Rate	No. of man-months *	Amount
	Key Personnel (Professional Staff)				
1.	Team Leader cum Senior Highway Engineer			[30]	
2.	Senior Bridge/ Structural Design Engineer			[12]	
3.	Resident cum Highway Engineer [(02 Nos.)]			[(2 x 24) +6 =54]	
4.	Highway Design Engineer			[12]	
5.	Bridge/Structural Engineer [(02 Nos.)]			[(2 x 24) +6 = 54]	
6.	Senior Pavement Specialist			[24]	
7.	Senior Quality cum Material Expert			[24]	
8.	Traffic & Transportation Expert			[6]	
9.	Road Safety Expert			[6]	
10.	Financial Expert			[4]	
11.	Legal Expert			[4]	
	Sub Total (Key Personnel) =			**[230]**	
	Sub-professional				
1.	Survey Engineer	TBN		[18]	
2.	Assistant Highway Engineer	TBN		[24]	
3.	Assistant Bridge Engineer	TBN		[24]	
4.	Assistant Quality cum Material Engineer	TBN		[24]	
5.	Quantity Surveyor	TBN		[18]	
6	HTMS /Toll Expert	TBN		[3]	
	Sub Total (Sub Professional) =			**[111]**	
	G. Total =			**[341]**	

Note: The qualification and experience of Sub Professional staff would not be accounted in the evaluation. However, Consultant shall have to get their CVs approved from CGRDC before mobilization. The other inputs like support staff shall also be provided by the Consultant of an acceptable type commensurating with the roles and responsibilities of each position.

Enclosure B

QUALIFICATION OF KEY PERSONNEL

1. TEAM LEADER CUM SENIOR HIGHWAY ENGINEER (Full Time)

Duties: The Team Leader will reside at project site on a full time basis throughout the period of the construction supervision services. He will be overall in-charge of the project supervision of the construction package. He shall act as Representative of the consulting firm appointed by the Authority. His duties will involve overall superintendence over the Resident Engineers and other experts of the construction package. He will guide, monitor, supervise and control all the activities related to supervision for the construction package. He will interact with the Managing Director/ Engineers/ Representative/ the other officials of CGRDC.

He shall check all the Designs being prepared by the Concessionaire, ensure execution of works on site as per specification and standards, and continuously interact with CGRDC and the Concessionaire.

He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. The candidate is required to be a Senior Highway Engineer, who should have a proven record of supervising, organising and managing of construction of highway projects and also of Project preparation of large magnitudes projects, as defined below, financed by international lending agencies and others. Knowledge of Project management shall be an added advantage.
He should have the following qualification/experience.

(1) Essential Qualifications.

(a) Graduate in Civil Engineering from recognized university.
(b) Total Professional Experience of 15 years.
(c) At least 5 years experience in Highway Development Project.
(d) He should have handled as Team Leader /Project Manager or similar capacity of atleast two projects in Construction Supervision / IE involving Two lane or more lane of Highway/Express way having aggregate length of 100km
(e) He should have handled as Team Leader or similar capacity of at least two Projects of project Preparation of major highway Project of Two lane or more lane of Highway/Expressway having aggregate length of 100km.
(f) Experience in Operation and Maintenance of Major Highway Projects.

(2) Preferential Qualifications.

(a) Post Graduate Degree in Highway Engineering.
(b) Highway Development Projects taken up under PPP.
(c) Degree/Diploma/Certificate in Project Management

Note:
(1) Similar Capacity includes the following positions

i) On behalf of Consultant: Team Leader / Resident Engineer (Construction Supervision/IE).

ii) On behalf of Contractor: Project Manager (Construction / Construction Supervision)

iii) In Government Organizations: Superintending Engineer (or equivalent) and above

(2) Only those projects will be considered for evaluation at Sl. No. 1(d), 1(e) & 1(f) above, where the input of the personnel is one year, 6 months and 6 months respectively.

2. SENIOR BRIDGE/STRUCTURAL DESIGN ENGINEER

The Senior Bridge/Structural Design Engineer shall be responsible for checking the designs of bridges, ROBs, interchanges and any other structure to be constructed in the Project highway. He shall also review the rehabilitation measures to be proposed by the Concessionaire for existing structures based on site condition and structural requirement basis. His expertise shall include computer aided design methods for Civil/Structural Engineering with particular reference to Structural design.

He should have the following qualification/experience.

(1) Essential Qualifications.

(i) Post Graduate in Civil Engineering from a recognized University.

(ii) Professional Experience of 15years in Bridge Design.

(iii) 10years out of total 15years experience in similar capacity for design of major highway bridges.

(iv) 10 years experience in Construction / Construction Supervision of bridge / interchange / any other structures.

(v) Experience of designing of 4 major Highway Bridges.

(vi) Experience in similar capacity in supervision of 2 major Highway Bridges.

(vii) Experience in supervision of Rehabilitation and repair of 2 nos Major Bridges.

(2) Preferential Qualifications.

a. Post Graduate Degree in Structural Engineering

b. Experience of Bridge Work in other countries.

c. Design experience of major highway bridge of length 200m or more (excluding approaches).

d. Experience in innovative Bridge (Pre-cast Segmental, Cantilever Construction, Cable Stayed Bridge, Suspension bridges etc.) Design with use of Computer aided software.

e. He should have thorough understanding and experience with international 'best practices' of modern bridges construction technology viz., Precast Segmental, Balanced Cantilever Construction, Extradoses Bridge, Full Span Launching, Incremental Launching.

3. RESIDENT CUM HIGHWAY ENGINEER

The Resident cum Highway Engineer shall be responsible for supervising the works of highway to be constructed by the Concessionaire for this project. He shall also inspect the pavement rehabilitation and repair works to be undertaken by the Concessionaire.

Duties: He shall be the in-change of the construction supervision of project stretch and shall coordinate with all other experts of the construction projects and shall report to the Team Leader. He shall be directly responsible for regulating the construction process i.e. various activities like earthwork, Sub-base/base courses, bituminous pavement, bridge/culvert works proposed for being carried out under stipulated specifications/ manuals etc. for this purpose, he shall be assisted by Highway Engineer and other support engineers/personnel. He shall deal directly with the Highway Engineer and other support staff attached with the Highway Engineer to ensure that the construction process is well controlled as per established specification controls to avoid later quality control stage problems. In respect of other experts like Material Engineer, Quantity Surveyor, etc., he shall be coordinating and regulating their activities to ensure smooth functioning of the Construction Package concerned.

He should have adequate experience in large quantity of earthwork. He will be required to be deployed throughout the Currency of the project. The candidate is expected to be thoroughly familiar with various standards/specifications contract procedures, design and quality control etc.

He should have the following qualification / experience.

(1) Essential Qualifications.

(a) Graduate in Civil Engineering from a recognized University.

(b) Professional Experience of 15 years in supervision of Highway Projects.

(c) Should have handled at least 2 major 4 laning projects.

(2) Preferential Qualifications.

(a) Post Graduate Degree in Civil Engineering.

(b) Experience of Highway Project of Construction/Construction Supervision/IC on PPP Mode.

4. HIGHWAY DESIGN ENGINEER

Duties: He will be reporting and assisting the Resident Engineer in monitoring and process control for all the activities related to the project. His main area of working will be focused to the process control pertaining to laying of bitumen pavement type including those related to the mixing plant and transportation of the mixed material. In addition to this, he will be assisting the Resident Engineer in all aspects of project management.

The Highway Engineer shall be responsible for the review of highway designs and drawings using sophisticated computer software and also construction and O&M works. Should be a graduate in Civil Engineering from a recognized University (higher qualifications will be preferable); His expertise shall include computer aided design methods for Civil/Highway Engineering with particular reference to CAD application to the geometric design for highway rehabilitation and/or upgrading projects.
He should have the following qualification / experience.

(1) Essential Qualifications.

(a) Post Graduate in Civil Engineering from a recognized University.
(b) Professional Experience of 15 years in highway works.
(c) Experience of at least 5 years (out of total 15 years) in Highway Designing works.
(d) He should have handled as Highway Design Engineer atleast 2 Projects of major Two lane or more lane of Highway/Expressway improvement projects.
(e) Exposure of Computer Software Programmes for Design of Highways.

(2) Preferential Qualifications.

(a) Post Graduate Degree in Highway Engineering.
(b) Experience in Highway Projects on PPP Mode.

5. BRIDGE / STRUCTURAL ENGINEER

The Bridge Design Engineer cum Bridge Engineer shall be responsible for checking the designs and supervision of bridges, ROBs, interchanges and any other structure to be constructed in the Project highway. He shall also review the rehabilitation measures to be proposed by the Concessionaire for existing structures based on site condition and structural requirement basis. His expertise shall include computer aided design methods for Civil/Structural Engineering with particular reference to Structural design. He should have the following qualification / experience.

(1) Essential Qualifications.

(a) Graduate in Civil Engineering from a recognized University.
(b) Professional Experience of 10 years in Bridge Design.
(c) 5 years out of total 10 years experience in similar capacity for design of major highway bridges.
(d) Experience of designing of 2 major Highway Bridges.
(e) Experience of Supervision of 2 major Highway Bridge

(2) Preferential Qualifications.

(a) Post Graduate Degree in Structural Engineering.
(b) Experience of Bridge Work in other countries.
(c) Experience in innovative (Pre-cast Segmental, Cantilever Construction, Cable Stayed Bridge, Suspension bridges etc.) bridge Design with use of Computer aided software

6. SENIOR PAVEMENT SPECIALIST

The expert shall be continuously inter acting with the Concessionaire, to ensure life cycle cost effectiveness and viable design of pavement including appropriate rehabilitation/ strengthening of the existing two lane pavement which is significantly distressed. He shall also be responsible for ensuring complete adherence to maintenance standards during Construction and Operation period. Thus, the position requires a pavement specialist with thorough knowledge and understanding of international 'best practices' in the field of Design, Construction and maintenance of flexible/rigid type of pavements including latest Codal stipulations and specifications.

He should have the following qualification/experience.

(1) Essential Qualifications.

(a) Graduate in Civil Engineering from a recognized University.
(b) Professional Experience of 15 years in Pavement Design / Pavement Construction / Pavement Maintenance of Highways / Roads / Airfield Runways
(c) Experience of 5 years in similar capacity in Construction/Construction Supervision of Two lane or more lane of Highway/Expressway projects.
(d) Experience as Pavement / Geotechnical Engineer in Construction/Construction Supervision of at least 2 major highway projects.

(2)Preferential Qualifications.

(a) Post Graduate Degree in Highway Engineering/Pavement Design
(b) International experience in the field of Design, Construction and maintenance of flexible/rigid type of pavements including latest Codal stipulations and specifications.
(c) Experience as a Pavement Specialist/Pavement Engineer in PPP project.

7. SENIOR QUALITY/MATERIAL EXPERT

The Quality/Material Expert shall review the test results of bore holes, quarry and borrow area material to find out their strength characteristics and suitability for using them in construction. He shall inspect the Concessionaire's field laboratories to ensure that they are adequately equipped and capable of performing all the specified testing requirements of the contract. He shall look into the quality assurance aspect of the construction works and supervise the setting-up of the various Concessionaire's rock crushers and bituminous mixing plants to ensure that the specified requirements for such equipments are fully met.
Experience in latest Quality Management techniques in highway projects shall have added advantage. He should have the following qualification/experience.

(1) Essential Qualifications.

(a) Graduate in Civil Engineering from a recognized University.
(b) Professional Experience of 15 years.
(c) Experience of at least 5 years as Senior Quality/ Material Expert or in similar capacity in Construction/Construction Supervision /major highway projects.
(d) Experience as Senior Quality/ Material Expert or in similar capacity in handling of at least 2 similar highway projects.

(2) Preferential Qualifications.

(a) Post Graduate Degree in Geotechnical Engineering / Foundation Engineering / Soil Mechanics.
(b) Experience in latest quality management techniques in highway projects using modern technology.

8. TRAFFIC AND TRANSPORTATION EXPERT

Shall review and check the traffic analysis, projection, and assignment exercises to be carried out by the Concessionaire. He shall also review/design of intersections and interchanges, toll plaza layout, toll collection method and user facilities, scheme for traffic management during construction period. He shall also study and comment on safety audit report prepared by the Concessionaire.
He should have the following qualification / experience.

(1) Essential Qualifications.

(a) Graduate in Civil Engineering from recognized University.
(b) Total Professional Experience of 15 years.
(c) 5 years experience (out of total 15 years) shall be as Traffic & Transportation expert on Major Highway Projects of similar nature on at least one project of Two lane or more lane of Highway/Expressway or similar project.
(d) Experience of Road Safety Aspect during various phases i.e. pre-construction, design/development/construction stage, safety audit & studies of Highway Projects.

2) Preferential Qualifications.

(a) Post Graduate Degree in Traffic Engineering.

9. ROAD SAFETY EXPERT

Shall be responsible for the overall Road Safety Aspect of the Project. He shall ensure that safety provisions as per relevant codes are strictly followed at site during Construction of Road and also during the Maintenance Period

(1) Essential Qualifications.

(a) Graduate in Civil Engineering from a recognized University.
(b) Professional Experience of 15 years.
(c) Minimum 10years experience in Road Safety works of Major Highway Projects Two lane or more lane of Highway/Expressway projects.
(d) Experience in Road Safety Audit of at least 2 nos. Two lane or more lane of Highway/Expressway project including 1 no at design stage.
(e) International Exposure in the field of Road Safety Management Plan.

(2) Preferential Qualifications

(a) Post Graduate Degree in Traffic Transportation/Safety Engineering.
(b) Involvement in Preparation of Road Safety Policy of Nation/State/City.
(c) Preparation of Road Safety Management Plan for inter urban Highways in PPP mode.

10. FINANCIAL EXPERT

The candidate shall have MBA (Finance)/Chartered Accountant. He should have 8 to 10 years experience as a Financial Advisor particularly in the field of project financing. Advisory experience in the field of transportation project would be desirable.

11. LEGAL EXPERT

Lawyer with over 8 years experience in contracts and financial documentation related to project financing. Advisory experience in transportation would be desirable.

SUB PROFESSIONAL

1. SURVEY ENGINEER

The candidate should be Graduate in Civil Engineering/Survey with at least 5 years experience in the field of surveying out of which 3 years should be for highway projects. He should have involved in at least 1 similar highway projects. Firm may field Survey Engineer with diploma in Civil Engineering/Survey having at least 10 years experience in the field of surveying out of which at least 5 years should be in highway projects and they should have also dealt with at least 1 project of similar nature. This position requires thorough understanding of modern computer based method of surveying with total station digital level etc.

2. ASSISTANT HIGHWAY ENGINEER

The Candidate should be Graduate in Civil Engineering with 3 years experience. He should have handled atleast 1 road project.

3. ASSISTANT BRIDGEENGINEER

The Candidate should be Graduate in Civil Engineering with 3 years experience. He should have handled atleast 1 major bridge project.

4. ASSISTANT QUALITY CUM MATERIAL ENGINEER

The Candidate should be Graduate in Civil Engineering with 3 years experience or diploma in Civil Engineering with 5years experience. He should have handled atleast 1road project.

5. QUANTITY SURVEYOR

He should be Graduate or equivalent in Civil Engineering having Min. 5 years of professional experience in preparation of highway project estimates. He should have Min. 3 years experience in Preparation of Bill of Quantities/estimates for major highway projects costing INR100 Crore or above.

6. HTMS/TOLL EXPERT

The Candidate should be a Senior Systems Engineer having experience of at least 15 years. He should be an expert in preparation of Standards for Projects of toll collection and HTMS. He should have bachelor's degree in Civil Engineering / Electronics / Computer Science /other relevant areas. He should have experience of international latest practices in the field of HTMS and tolling. He should have work experience on at least 2 similar projects in similar capacity.

SECTION 7:

DRAFT FORM OF CONTRACT

Note: This draft Agreement is a generic document and shall be modified based on particulars of the DBFOT (Toll) Project.

CONTRACT FOR CONSULTANT'S SERVICES

Between

_____

(Name of Client)

And

_____

(Name of Consultant)

Dated:

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FORM OF CONTRACT

COMPLEX TIME BASED ASSIGNMENTS

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the Month of _____, 2016, between, on the one hand **Managing Director, Chhattisgarh Road Development Corporation Limited** (CGRDC) (hereinafter called the "**Client"** and, on the other hand, "**Consultants**").

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) The General Conditions of Contract (hereinafter called "GCC")'

   (b) The Special Conditions of Contract (hereinafter called "SCC");

   (c) The following Appendices:

   [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix].

Appendix A	**:**	**Description of the Services**	**……**
Appendix B	**:**	**Reporting Requirements**	**……**
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Appendix J	**:**	**Form of Bank Guarantee for Advance Payments**	**……**

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2. The mutual rights and obligations of the Client and the Consultants shall be asset for thin the Contract; in particular

   (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
   (b) The Client shall make payments to the Consultants in accordance with the Provisions of the Contract.

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

FOR AND ON BEHALF OF
[NAME OF THE CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF THE CONSULTANTS]

By

(Authorized Representative)

GENERAL CONDITIONS OF CONTRACT (GCC)

1. General Provisions

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

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

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

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

(d) 'foreign currency' means any currency other than the currency of the Government;

(e) 'GCC' means the General Conditions of Contract;

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

(g) 'Local currency' means the Indian Rupees;

(h) "Consultant" wherever mentioned in this Contract Agreement means the "Independent Consultant / Engineer (IE)" and includes and sub-consultants or Associates engaged by the primary consultant.

(i) Deleted

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

(k) "Personnel" means persons hired by the Consultants or by any Sub-Consultants and or Associates as Employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the India, "Local Personnel" means such persons who at the time of being so hired had their domicile inside the India; and 'key personnel' means the personnel referred to in Clause GCC 4.2 (a).

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

(m) "Services" means the work to be performed by the Consultants pursuant to his contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology to be adopted by the Consultant for carrying out the assignment as Independent Engineer may be modified depending on the site requirements and work programme of the Concessionaire after mutual discussions with CGRDC, the Concessionaire and the Independent Engineer. The work plan as indicated by the Consultant may be modified accordingly to the site requirements.

(n) "Sub-consultant and or Associates " means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 3.7;and

(o) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

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

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

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

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

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

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A and as the Client may approve.

1.8 Deleted

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to

be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC.

1.10 Taxes and Duties

Unless otherwise specified in the SCC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. CGRDC shall reimburse only service tax on production of project specific proof of payment of service tax.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come in to force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

2.5 Entire Agreement

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

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained. Pursuant to Clause GCC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lock outs 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-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take in to account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2 No Breach of Contract

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

2.7.3 Measures to be taken

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

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

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

2.7.4 Extension of Time

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

2.7.5 Payment

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

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

2.8 Suspension

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

2.9 Termination

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GCC 2.9.1, terminate this Contract.

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

(b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof;

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

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

or

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

(g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

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

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

(h) if Concessionaire represents to CGRDC that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, CGRDC may terminate this contract.

2.9.2 By the Consultants

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

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

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

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

(d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set for thin Clause GCC 3.3 hereof;

(iii) the Consultants' obligation to permit inspection, copying and auditing of their

accounts and records set for thin Clause GCC 3.6 (ii) hereof; and

(iv) any right which a Party may have under the Applicable Law

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

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

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

(c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants personnel and their eligible dependents.

2.9.6. Disputes about Events of Termination

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

3. Obligation of the Consultants

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods "The Consultants shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in

any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The Remuneration of the Consultants pursuant to Clause GCC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GCC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub- consultants and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Client (CGRDC) and or Associates Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates not to engage in Certain Activities

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

3.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and or Associates and their Personnel not to engage, either directly or indirectly, in any of the following activities:

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

3.5 Insurance to be taken out by the Consultants

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

3.6 Accounting, Inspection and Auditing

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

3.7 Consultants' Actions Requiring Client's Prior Approval

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

(a) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the sub contract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and

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

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

3.10 Equipment and Materials Furnished by the Client

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

4. Consultants' Personnel and Sub-consultants and or Associates

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10%

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

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1 (b) of this Contract.

4.3 Approval of Personnel

The Key Personnel i.e. Professional Staff and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose, to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave etc.

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

(b) The Personnel of all types engaged by Consultant to provide Services on this Contract shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified. In such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree,

(i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

(ii) the remuneration to be paid to any of the Key Personnel provided as a replacement shall be 90% of the remuneration which would have been payable to the Key Personnel replaced. However, for the reason other than death/extreme medical ground,

i. for total replacement upto 33% of key personnel, remuneration shall be reduced by 20%,

ii. for total replacement upto between 33% to 50%, remuneration shall be reduced by 25% and

iii. for total replacement upto between 50% to 66%, remuneration shall be reduced by 30%,

iv. For total replacements beyond 66% of the key personnel the client shall initiate action of higher penalty/termination/debarment upto 2 years as considered appropriate.

(d) In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by CGRDC while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further CGRDC works for an appropriate period to be decided by CGRDC and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. 15% reduction in the salary will be imposed as a penalty for submitting the incorrect information. This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by CGRDC to black-list that firm.

4.6 Resident Project Manager

If required by the SCC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

(a) assist the Consultants, Sub-consultants and Personnel to get work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;

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

(c) assist prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their - eligible dependents;

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

(e) assist the Consultants and the Personnel and any Sub-consultants and or Associates employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(f) grant to the Consultants, any Sub-consultants and or Associates and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Chhattisgarh reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned there in by the Personnel in the execution of the Services: and

(g) Provide to the Consultants, Sub-consultants and or Associates and Personnel any such other assistance as may be specified in the SCC.

5.2 Access to Land

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

5.3 Change in the Applicable Law

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

5.4 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 6.l (c) herein after.

5.5 Payment

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

5.6 Deleted

6. Payments to the Consultants

6.1 Deleted

6.2 Remuneration and Reimbursable Expenditures

(a) the Client shall pay to the Consultants the remuneration as set forth in Clause GCC 6.2(b).

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GCC 2.3 and Clause SCC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.

(c) Deleted

6.3 Currency of Payment

All the Payment shall be made in Indian Rupees.

6.4 Mode of Billing and Payment

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

(a) The Client shall cause to be paid to the Consultants an interest bearing advance payment as specified in the SCC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC, such bank guarantee (I) to remain effective until the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix I here to or in such other form as the Client shall have approved in writing.

(b) As soon as practicable and not later than fifteen (15days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriates up porting materials, of the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

(c) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within sixty (60) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on 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 Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the account of the Consultants specified in the SCC.

7. Fairness and Good Faith

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree

that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 8 hereof.

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

III. SPECIAL CONDITIONS OF CONTRACT

GCC Clause

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

1.1 (a) The words "in the Government's country" are amended to read 'in INDIA / Chhattisgarh"

1.4 The language is: English

1.6.1 The addresses are:

Client: **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
Web –www.cgrdc.in

For the Consultants:

Name : _____

Address : _____

_____

Telex : _____

Facsimile : _____

1.6.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of telexes, 24 hours following confirmed transmission;
(c) Deleted; and
(d) in the case of facsimiles, 24 hours following confirmed transmission.

1.8 Deleted

1.9 The Authorised Representative are:

For the Client: **Managing Director,**
Chhattisgarh Road development Corporation Limited

For the Consultants: _____

_____

1.10 The Consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The effectiveness conditions are the following:

i) Approval of the Contract by the client

2.2 The time period shall be four months or such other time period as the parties may agree in writing.

2.3 The time period shall be one month or such other time period as the Parties may agree in writing.

2.4 The time period shall be [30 months (6 months for Development Period and O&M Period, and 24 months for construction period)].

3.4 Limitation of the Consultants' Liability towards the Client

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

i) for any in director consequential loss or damage; and

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

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

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

v) Deleted

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

(b) This limitation of liability shall not affect the Consultants' liability, if any,

for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

(c) Professional Liability Insurance (PLI) may be accepted for initially one year which shall be extended annually for five years. PLI shall be uniformly taken for a period of five years.

3.5 The risks and the coverage shall be as follows

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

(b) Third Party liability insurance with a minimum coverage, of INR 10 Lakhs for the period of consultancy.

(c) Professional liability insurance as per 3.4 (a) (ii) of SCC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.

(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants 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

(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7 (c) The other actions are

"(i) taking any action under a civil works contract designating the Consultants as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".

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

4.6 "The person designated as Team Leader cum Sr. Highway Engineer in Appendix C shall serve in that capacity, as specified in Clause GCC 4.6."

6.1 (b) Deleted

6.2 (a) "Payments for remuneration made in accordance with Clause GCC 6:2(a) shall be adjusted as follows:

(i) Remuneration paid pursuant to the rates set forth in Appendix H shall be adjusted every Twenty four (24) months (and, the first time, with effect for the remuneration earned in the 25th calendar month after the date of the contract) by 5% per annum.

Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and over ride any other provision to the contrary in this agreement.

6.2 (b) (i) (1) Deleted

(2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar - day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.3 (b) (i) Remuneration for foreign Personnel and local Personnel shall be paid in Indian Rupees.

6.4 (a) The following provisions shall apply to the interest bearing advance payment and the advance payment guarantee:

1) An advance payment. of 10% of the contract price in proportion to the quoted Indian currency (INR)) in the bid shall be made within 60 days after receipt and verification of advance payment bank guarantee, at the Interest rate of 12% per annum. The advance payment will be set off by the Client in equal installments against the statements for the first 12 months of the Service until the advance payment has been fully set off.

2) The bank guarantee shall be in Indian Rupees (INR) portion of the advance payment

3) Interest rate shall be 12% per annum (on outstanding amount) for local currency, including converted foreign component in to local currency.

6.4 (e) The accounts are:

- For local currency in Indian Rupees (INR):_____

[Note: Insert account number, type of account and name and address of the Bank]

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

8.2.1 Selection of Arbitrators

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

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

upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

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

(c) If, in a dispute subject to Clause SCC 8.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.2.2 Rules of Procedure

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

8.2.3 Substitute Arbitrators

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

8.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 here of shall be an internationally/nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

8.2.5 Miscellaneous

In any arbitration proceeding hereunder:

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

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

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

(d) Fee structure shall be as indicated below:

Sl No.	Particulars	Maximum amount payable per Arbitrator/per case
1	Arbitrator fee	INR 15000/- per day subject to a maximum 4 lacs Or INR 2.5 lacs (lump sum) subject to publishing the award within 12months.
2	Reading Charges	INR 15,000/-
3	Secretarial Assistance & Incidental charges (telephone, fax, post age etc.)	INR 20,000/-
4	Charges for Publishing /declaration of the Award	Maximum of INR 20,000/-
5	Other expenses (As per actual against bills subject to the prescribed ceiling	
	Travelling Expenses Lodging and Boarding	Maximum ceiling Economy class (by air), First class AC (by train) and AC car (byroad) 1. INR15,000/-per day (in metro cities) 2. INR7,000/-per day (in other cities) 3. INR 3,000/- per day, if any Arbitrator makes their own arrangements.
6	Local Travel	INR 1,500/- per day
7	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	INR 3,500/- per day
Note:-	1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing100Kms. Away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.	

9. Transportation

The Consultant shall provide 2 (Two) number new vehicle- Toyota Innova and Mahindra Scorpio latest model fully loaded, the vehicle must be air-conditioned model with driver. The Consultant will bear all expenses, connected with the operation and maintenance of this vehicle including driver's wages, overtime and other benefits, cost the fuel, lubricant repairs and maintenance, insurance etc. to the satisfaction of CGRDC. The Consultant shall be required to bear the fuel expenses towards 4000 kilometres of cumulative distance travelled by the vehicle per month. Vehicle shall be subject to an average maximum mileage of 50,000 kilometres per annum. The vehicle shall be replaced with new vehicle after maximum run of 1,00,000 kilometres. In case of break down or non availability of vehicle, CGRDC will hire the vehicle at the risk and cost of the Consultant. The vehicle may be withdrawn after 2 (two) months from completion of services. The vehicle will remain fully dedicated to CGRDC. The vehicle should be provided within 15 days after issuing the work order. If the facilities are not provided by the Consultant, the same will be executed at the cost of Consultant and will be recovered from their invoices.

IV. APPENDICES

Appendix A:

Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Details as per TOR

Appendix B:
Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".}

Please refer TOR

Appendix C:

Key Personnel and Sub-consultants

No.	Position
	Key Personnel (Professional Staff)
1.	Team Leader cum Senior Highway Engineer
2.	Senior Bridge/ Structural Design Engineer
3.	Resident cum Highway Engineer [(02 Nos.)]
4.	Highway Design Engineer
5.	Bridge/Structural Engineer [(02 Nos.)]
6.	Senior Pavement Specialist
7.	Senior Quality cum Material Expert
8.	Traffic & Transportation Expert
9.	Road Safety Expert
10.	Financial Expert
11.	Legal Expert
	Sub-professional
1.	Survey Engineer
2.	Assistant Highway Engineer
3.	Assistant Bridge Engineer
4.	Assistant Quality cum Material Engineer
5.	Quantity Surveyor
6	HTMS /Toll Expert

Appendix D:

Medical Certificate

[The format of Medical Certificate is to be duly approved by the Authority prior to submission.]

Appendix E:

Hours of Work for Key Personnel

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff / Sub-Consultancy personnel shall work 6 days (Mondays through Saturday) every week and observe the Gazetted Holidays of Government of India as Holidays. The Consultant shall work as per the work program of the concessionaire. In this context incase the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the client for consideration. The Consultants hours of work normally shall match with that of Contractor's activities on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

In respect of foreign personnel, one day per trip as travel time from and to the country of the Government shall be allowed.

Appendix F:

Duties of the Client

1. Access to the quality control laboratory for performing various types of tests, which will be provided by the concessionaire including the testing personnel.

2. To provide Concessionaire's RFP, Bid submission, Concession Agreement, Data and information for field surveys and investigations

3. To ensure availability of the Detailed Work plan and Programme for Design and Construction of Project Highways from Concessionaire.

4. To ensure availability of the Quality Assurance Plan and Quality Control Procedures from the Concessionaire.

5. To provide relevant reports and necessary data as per the reporting obligation of concessionaire under the concession Agreement.

6. Necessary letters, which will be required for Visa's of foreign personnel and procuring other services by the consultant for performing project services.

Appendix G:

Deleted

Appendix H:

Deleted

Appendix-I

Format for Bank Guarantee for Performance Security (For individual work)

BANK GUARANTEE FOR PERFORMANCE SECURITY

To,

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

In consideration of "**Chhattisgarh Road Development Corporation Limited,**" (here in after referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to-M/s.……having its office at …….. (Here in after referred to as the "Consultant" which expression shall repugnant to the context or meaning there of, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement no./Letter of Acceptance No.……..dated……and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at INR……../-(Rupees…..…….) excluding service tax for "Appointment Of Independent Engineer for the Development, Operation and Maintenance of **Raigarh – Punjipatara – Gharghoda – Patthalgaon Road** Section of SH 1 AB in the State of Chhattisgarh through Public Private Partnership on DBFOT (Toll) basis." (Here in after called the "Contract"), and the Consultant having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to INR……./-(Rupees…….).

We,……..having registered office at……..,a body registered/constituted under the …….(here in after referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do here by guarantee and under take to pay the client immediately on demand any or, all money payable by the Consultant to the extent of INR……..(Rupees……..……..) as aforesaid at any time up to…….. without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding not withstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant .The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in

the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing what so ever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and not withstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Not with standing anything contained herein,

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

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

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

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

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

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

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

Appendix J:
Form of Bank Guarantee for Advance Payments
(Reference Clause 6.4 (a) of Contract)

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

Ref: _____ Bank Guarantee: _____

Date: _____

Dear Sir,

In consideration of M/s._____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No._____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____.
for _____ Contract (hereinafter called the "Contract")

(scope of work)
and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We___(Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @_____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

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

indulgence shown by the Client or by any other matter or thing what so ever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities. Not with standing anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of

_____200____ at_____

WITNESS

_____ (Signature)

_____(Signature)

_____

_____

(Name)

(Name)

_____

_____

_____

_____

(Official Address)

Designation (with Banks tamp)

Attorney as per Power of

Attorney No. _____

Dated _____

Strike out, whichever is not applicable.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".

Note 2: The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign commercial Bank acceptable to client for Foreign Consultant with counter guarantee from Nationalized Bank. Bank Guarantee furnished by Foreign consultant shall be confirmed by any Nationalized Bank in India.

Appendix K

Letter of invitation

Appendix L

Letter of Award

Appendix M

Minutes of pre-bid meeting

Appendix-N:

Memorandum of Understanding (for Joint Venture)

Deleted

Annexure A:

Draft Concession Agreement (Attached Separately) to be signed (the "**Agreement**"), between the Authority and preferred bidder M/s Jindal Steel & Power Limited (the "Concessionaire") for **two / four laning Raigarh – Punjipatara – Gharghoda – Patthalgaon Road section of SH 1 AB from existing Chainage Km 84.250 at Patthalgaon to Km 194.431 at Raigarh** in the State of Chhattisgarh on Design, Build, Finance, Operate and Transfer DBFOT (Toll) basis.

Annexure B:

Power of Attorney

Know all men by these presents, We, ... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at .....**,** who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for "Appointment Of Independent Engineer for the Development, Operation and Maintenance of **Raigarh – Punjipatara – Gharghoda – Patthalgaon Road** section of SH 1 AB in the State of Chhattisgarh through Public Private Partnership on DBFOT (Toll) basis."**,** proposed to be developed by the ..... (the "**Authority**") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ...THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:
1.
2.
Notarised

Accepted
.....
(Signature, name, designation and address of the Attorney)
Notes:

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

affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 100 (hundred) and duly notarised by a notary public.

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