



CHHATTISGARH HOUSING BOARD, RAIPUR (C.G.)

TENDER DOCUMENT

For

Consultancy Services For

**“APPOINTMENT & SELECTION OF PROJECT CONSULTANT FOR
TECHNICAL, FINANCIAL & LEGAL ASPECTS IN PREPARATION OF
FEASIBILITY STUDY, DPR, TENDER DOCUMENT & AGREEMENT OF
THESE ASPECT, FOR INTEGRATED DEVELOPMENT OF SHANTI NAGAR,
AT GAURAV PATH, RAIPUR, CHHATTISGARH”**

NITNo. _____

Issued by: Authority:

Address:

Raipur, dated _____ **/2021**

DISCLAIMER

The information contained in this Tender Document of subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the CGHB (Described herein in introduction) or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is neither an offer nor invitation by the CGHB to the prospective Applicants or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender Document. This Tender Document includes statements, which reflect various assumptions and assessments arrived at by the CGHB in relation to the Consultancy. Such assumptions, assessments, and statements do not purport to contain all the information that each Applicant may require. This Tender Document may not be appropriate for all persons, and it is not possible for the CGHB its employees, or advisers to consider the objectives, technical expertise, and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in this Tender Document, 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 Tender Document and obtains independent advice from appropriate source.

Information provided in this Tender Document 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 CGHB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The CGHB 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 Tender Document of otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Document and any assessment, statement or information contained therein or deemed to form part of this Tender Document or arising in any way in this Selection Process.

The CGHB also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender Document. The CGHB 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 Tender Document.

The issue of this Tender Document does not imply that the CGHB is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the CGHB 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 visiting proposed site, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the CGHB or any other costs incurred in connection with or relation to its Proposal. All such costs and expenses will remain with the Applicant and the CGHB 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 for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**OFFICE OF THE EXECUTIVE ENGINEER, CHHATTISGARH HOUSING BOARD,
DIVISION-2, SECTOR-2, SHANKAR NAGAR RAIPUR C.G.**

NITNo. _____

Raipur, dated ____/____/2020

Name of Work: "Appointment & Selection of Project consultant for Technical, Financial & Legal aspects in preparation of Feasibility Study, DPR, Tender document & Agreement of these aspect, for integrated development of Shanti Nagar, at Raipur, Chhattisgarh".

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Chhattisgarh Housing Board
(A Government of Chhattisgarh Undertaking)

NITNo. /CGHB/E.E./Division-II/2020-21

Raipur, dated / /2021

Chhattisgarh Housing Board, Raipur (CGHB), a Government of Chhattisgarh Undertaking constituted under Chhattisgarh Housing Board Act 1972, engaged in Housing Infrastructure Development & Other Related Activities in the State envisages for "Integrated Development of Land at Shanti Nagar", Raipur Chhattisgarh.

Online tenders are invited from reputed & experienced Integrated/Composite Residential/Infrastructure Project consultants on Lump sum basis for "Appointment & Selection of Project consultant for Technical, Financial & Legal aspects in preparation of Feasibility Study, DPR, Tender document & Agreement of these aspect, for integrated development of Shanti Nagar land at Raipur,Chhattisgarh".

(i) All eligible/interested consultants are mandated to get enrolled on the e Procurement portal (<http://eproc.cgstate.gov.in>) in order to download the tender documents and participate in the subsequent bidding process.

(ii) For any other queries regarding online registration on the above mentioned website please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur-492001 on Toll Free 1800 419 9140 or email helpdesk.eproc@cgswan.gov.in

All other condition for submission of tenders has been mentioned in the tender document.

S. No.	Name of Work	Earnest Money (EMD) in the form of DD/FDR	Cost of Tender Doc. (in the form of DD)	Duration of contract period
01	02	03	04	05
1	"Appointment & Selection of Project consultant for Technical, Financial & Legal aspects in preparation of Feasibility Study, DPR, Tender document & Agreement of these aspect, for Integrated Development of Shanti Nagar Land at Raipur, Chhattisgarh".	Rs. 1.00 lacs (DD pledged in favour of EE CGHB Div-2, Raipur	Rs.11,800/- (Including 18% GST) to be paid in favour of EE CGHB Div-2 Raipur	As per clause 6.5 of General conditions of contract.

INTEGRATED DEVELOPMENT OF LAND AT SHANTI NAGAR:

CGHB on behalf of Government of Chhattisgarh proposes to develop land at Shanti Nagar, Raipur Chhattisgarh in around 37 acres of land on the main road of Gauravpath, Raipur Chhattisgarh on suitable PPP mode.

The tender documents can be downloaded from the portal (Website) <http://eproc.cgstate.gov.in> and shall be submitted online only after making the payment of the cost of tender document and Earnest Money Deposit in the form of DD in favour of EE CGHB Div-2 Raipur shall have to be submitted along with Affidavit (in given format Appendix-1) physically in Envelope - D as per the Dates Details mentioned below.

Key Dates:

S. No.	Activity	Date & Time
1	Bid Submission Start Date and Time (Online Only)	08.02.2021 from 17:00 hrs
2	Pre-Bid Meeting	15.02.2021 from 11:00 to 13.00 hrs
3	Bid Submission Due Date and Time (Online Only)	23.02.2021 up to 17:00 hrs
4	End Date for Physical Document submission (EMD, Affidavit and other documents in Envelope- "D") by Registered/Speed Post	25.02.2021 up to 17:00 hrs
5	Bid Opening Date (Scheduled)	27.02.2021 at 15:00 hrs

ELIGIBILITY CRITERIA:**Legal Entity:**

- (i) Only firms that are registered or incorporated (as Consultancy services for not less than 10 years from the date of issue of this NIT) in India are eligible to compete. The bidder should be registered in India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Copy of valid Certificate of registration/Incorporation Certificate in the name of the applicant firm/company must be submitted.
1. An entity incorporated, established or registered in india and not from boundary countries.
 2. A subsidiary of an entity incorporated, established or registered in india. Firms not from boundary countries.
 3. Joint Venture or consortium are not allowed. The consultant is required to draft the bidding documents and the Authority shall undertake the legal vetting of the bidding documents prepared by the Consultant at its own cost. For Conceptual Planning part, the Consultant shall be allowed to take help of consultants not mentioned in the list, however, primary responsibility of timely submission of the concept plans shall be with the selected Consultant.

Consortium or Joint Venture of the above entities are not allowed to participate intender.**Financial Capacity:**

- (ii) The tenderer must have a minimum average annual turnover of Rs 5.00 Crores in last 3 financial years (FY. 2017-18, 2018-19 & 2019-20) from consultancy business and & positive net worth as on 31st March 2020. Certificate from chartered accountant clearly specifying the turnover from consultancy business must be attached.
- (iii) The tenderer must ensure that he/they submit a copy of Income Tax Return along with Income Computation Sheet for any 3 consecutive financial years out of (FY.2016-17, 2017-18, 2018-19 &2019-20).
- (iv) Provisional Balance Sheet will be acceptable for the year 2019-20. Copy of audited/C.A. Certified balance sheet and Profit & Loss Account must also be attached.
- (v) Copy of PAN Card & GST Registration in the name of the applicant firm/company must be submitted.

Bidder experience:

- (i) The applicant must have experience of successfully completion of consultancy projects in the following category for any Central/State Government/Semi-Government in last 10 years from the date of issue of this NIT:**
- a) Should have experience in at least One completed PPP (on BOT/BOOT/DFBOO or any other PPP mode for Central/State Government/Semi-Government) assignment in any sector in last 10 years (necessary client certificate of concessionaire / operator being awarded the work should be enclosed, client certificate without the concessionaire / operator award won't be accepted), costing minimum Rs. 500 Crores in a single project;
and
 - b) Should have Three completed project experience (totaling to minimum 35 Acres out of which at least one should be of 10 Acres) in preparation of Feasibility Report in land development / commercial complex development / similar assignments in the last 10 years from the bid submission date. (necessary client certificate for the proof of completion of assignment should be enclosed)
and
 - c) The Applicant should have received, in at least one selected assignment in either a), b) or c) above, a minimum consultancy assignment fees of Rs.25.00 lakhs or above including or excluding taxes necessary client certificate for the proof of value of the consultancy assignment should be enclosed)

In support of above the applicants are required to provide relevant project experience details (to the maximum) along with letter of Award & Project Completion Certificate issued by competent authority must be attached, otherwise it will lead to disqualification of the bidder.

Team Requirement:

- (ii) Consultants will be required to provide require qualified personnel including experts in the relevant sector, Public Private Partnership, investment promotion project preparation and appraisal, legal, Financial & Technical issues, capacity building and any other infrastructure development related advisory requirements.
- (iii) All the prospective Consultants shall have sufficient qualified personnel, consultants and resources to accomplish all the services described herein within the prescribed time. The consultant should be capable of furnishing all necessary Professional, Technical, and expert services as required to complete all the elements of consultancy assignments described in the scope of work and services. The Consultant should attach copies of certificates/Degrees as per the qualifications along with the CV's of the experts/consultant.
- (iv) The Applicant will demonstrate that they have in house capabilities and experienced manpower employed with the Applicant to execute such PPP project by showing at least following 3 experts (a, b & c) as Key personnel and other Experts/Team members, as may be required from time to time:
- a. **Team Leader & PPP Expert** – One: Master's degree in finance/Economics/Planning/Technology/Management/CA with minimum 10 years of experience after attaining the above required qualification in the field of similar nature of consultancy projects. The Team Leader should have experience of working inat least 3 projects in Real Estate Sector.
 - b. **Financial Expert**– One: Master's degree in finance/Economics/Management/CA with minimum 5 years of experience after attaining the above required qualification in the field of similar nature of consultancy projects. The Finance Expert should have experience of preparation of financial model for at least 2 projects in Real Estate Sector and one PPP Project.
 - c. **Legal Expert:** No legal expert is required. Refer S. No. 1 for more details.
 - d. **Procurement Expert:** One: Master's degree in finance/Technology/Management/CA with minimum 5 years of experience after attaining the above required qualification in the field of similar nature of consultancy projects. The Procurement Expert should have experience of drafting RFP/Lease Agreement or License Agreement in at least 3 projects in Real Estate Sector and Concession Agreement in one PPP Project.
- (v) All the documents submitted by the tenderer must be self-attested i.e. duly signed by him/her or his/her authorized representative along with seal of the firm/company.
- (vi) It is mandatory to submit the following online:**
- a) Scan Copy of Earnest Money Deposit (EMD) in the shape of DD & Scan Copy of D.D. of cost of tender document (in favour of **EE, CGHB, Div-2 Raipur**) from any nationalized bank or schedule bank..
 - b) Scan Copy of Average annual turnover certificate of last 3 financial years (FY. 2017-18, 2018-19 & 2019-20). Certified by chartered accountant.
 - c) Scan Copy of Income Tax Return along with Income Computation Sheet for last any 3 consecutive financial years out of (FY.2016-17, 2017-18, 2018-19 & 2019-20).
 - d) Scan Copy of PAN Card and GST Registration in the name of applicant firm/company.

- e) Scan Copy of valid registration as a consultancy firm/company/business entity for not less than 10 years from the date of issue of this NIT. Copy of valid Gumasta License/Certificate of registration/incorporation certificate in the name of the applicant firm/company must be submitted.
- f) Technical Proposal - **Appendix-1** Letter of Proposal
- g) Technical Proposal in prescribed format - **Appendix-2** Particulars of the Applicant
- h) Technical Proposal in prescribed format - **Appendix-3** Statement of Legal Capacity
- i) Technical Proposal in prescribed format - **Appendix-4** Affidavit
- j) Technical Proposal in prescribed format - **Appendix-5** Tenderer's Information Sheet
- k) Technical Proposal in prescribed format - **Appendix-6** Format for Performance Security (Bank Guarantee)
- l) Technical Proposal in prescribed format - **Appendix-7** Form of power of attorney for tenderers
- m) Technical Proposal in prescribed format - **Appendix-8** Particulars of Key Personnel
- n) Technical Proposal in prescribed format - **Appendix-9** Experience of the Applicant
- o) Technical Proposal in prescribed format - **Appendix-10** Experience of Key Personnel
- p) Technical Proposal in prescribed format - **Appendix-11** Eligible Assignments of Applicant
- q) Technical Proposal in prescribed format - **Appendix-12** Eligible Assignments of Key Personnel
- r) Technical Proposal in prescribed format - **Appendix-13** Curriculum Vitae (CV) of Key Personnel
- s) Technical Proposal in prescribed format - **Appendix-14** Pre-contract integrity pact
- t) Tender Documents to be submitted in three envelopes marked as A, B & C online as per mentioned key dates on portal of (<http://eproc.cgstate.gov.in>).

Envelope "A" will contain earnest money and cost of tender document.

Envelope "B" will contain technical qualification/details required for pre-qualification as per Eligibility Criteria in Detailed NIT and other details.

Financial offer to be quoted online only.

- u) Scan copy of all the desired documents must be submitted online. Any documents which are not submitted online but submitted physically will not be accepted or considered except the document as mentioned in

(xxii) (e).

- (vii) Applicable GST shall be paid by the CGHB separately. The rates to be quoted should be exclusive of GST.
- (viii) Canvassing in any form will entail disqualification.
- (ix) Conditional tenders are liable for rejection.
- (x) For details on tendering procedure through the electronic system please refer to "GUIDELINES TO CONTRACTORS / CONSULTANTS FOR IMPLEMENTATION OF E-PROCUREMENT SYSTEM", enclosed with the tender document.
- (xi) Tenderers are advised to go through Notice Inviting tender, all the conditions & other details pertaining to the work including General conditions of Contract, Scope of Services & work, Instructions to tenderer, Criteria for Evaluation, Time Schedule & Drawings and the tender document thoroughly. Certificates, annexure, formats in the appendices, enclosures as mentioned in the tender document will have to be submitted by the tenderers strictly in the prescribed format at the time of submission of Technical/Financial Bid, failing which the contractor shall be disqualified for the work & his financial offer shall not be opened and no representation, appeal or objection, what so ever in this regard shall be entertained by CGHB.
- (xii) The Tenderers/consultants are suggested to inspect the site and its environments and be well acquainted with the actual working and other prevailing site conditions, before attending the pre bid meeting.
- (xiii) In order to facilitate the Consultants to clearly understand scope of work and also terms and conditions of tender, a pre bid meeting will be held on **19/02/2021 at 12:00 Hrs** at Chhattisgarh Housing Board, Paryavas Bhawan, Sector-19 North Block, Nava Raipur Atal Nagar, Distt - Raipur Chhattisgarh, India. Pin-492002 Email: - cghbho@gmail.com Website-www.cghb.gov.in Phone No.- 0771 – 2512121 before the concept presentation. All the Consultants are advised to attend the pre bid meeting on scheduled date and time. However, the bidders may also send their pre-bid queries by email before the date of pre-bid meeting. In this case the queries will be answered by email. It shall be presumed that, the Consultants who do not attend the pre bid meeting and also do not send any queries on email, has made himself aware of the scope of work to be executed and terms and conditions of the tender the quoted price shall be deemed to include the points clarified in the pre bid meeting. Proceedings of the pre bid meeting shall form part of the Contract and will be binding on the Consultants.

- (xiv) Any amendment/Corrigendum to the tender issued shall be part of the tender document and shall be published on website only.
- (xv) EE, CGHB, Div -2 Raipur will open online envelope containing Envelope-A & B received online, and Envelope-D received physically, in the presence of the tender(s)/representatives who chose to attend at the time, date and place specified in the notice inviting tender.
- (xvi)
- (a) The authorized committee will prepare minutes of the pre-qualification & shortlist/approve the technically qualified tenderers.
 - (b) The technically qualified tenderers will have to make a Concept presentation before the technical committee tentatively on 05/03/2021 in between 12.00 to 15.00 hrs. at Meeting Hall CGHB office, Paryavas Bhawan, Sector-19 North Block, Nava Raipur Atal Nagar, Distt - Raipur Chhattisgarh, India. Pin-492002. The technically qualified tenderers will be communicated for presentation through email and telephone also.
 - (c) Online financial Bids of only qualified bidders, will be opened.
 - (d) The dates for opening of Envelope A, B, C and D shall be asunder.
 1. Opening of Envelope-A & B online & Envelope D (Received physically by Post). On 05/03/2021 at 15.00hrs.
 - (e) All the tenderers are required to submit Envelope D physically containing the following Documents:
 1. Original instrument of Earnest Money Deposit (E.M.D.) in the form of DD/FDR in favour of EE, CGHB, Div-2 Raipur.
 2. Cost of tender document in the form of DD in original in favour of EE, CGHB, Div-2 Raipur.
 3. **Affidavit** – In Prescribed Format Attached at **Appendix-4** Duly Filled Sealed, Signed & Notarized [On Rs.100/- (Rupee hundred only) Non-Judicial Stamp Paper].
 4. **Tenderer Information Sheet along with [Part-A] and [Part-B] at Appendix-5** – Duly Filled, Sealed and Signed on the letterhead of the tenderer.
 5. **Power of Attorney for tenderer at Appendix-7** - Duly Filled Sealed, Signed & Notarized [On Rs.100/- (Rupees hundred only) Non-Judicial Stamp Paper].
 6. **Pre-Contract Integrity Pact at Appendix-14** - Duly Filled Sealed, Signed & Notarized (On Rs.100/- (Rupees hundred only) Non-Judicial Stamp Paper).
 7. Along with documents as mentioned above (to be submitted in Envelope D) the Tenderer has to submit in, their Presentation Materials both in soft & hardcopies.

Envelope "D" should be submitted **only through Registered Post/Speed Post/By Hand** so as to reach in the Office of the Commissioner, CGHB, Paryavas Bhawan, Sector-19 North Block, Nava Raipur Atal Nagar, Distt - Raipur Chhattisgarh, India. Pin-492002 Email: - cghbho@gmail.com Website-www.cghb.gov.in Phone No.- 0771 – 2512121 upto the date and time mentioned above. For any postal delay CGHB shall not be responsible.

- (xxi) Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, visits to the office of CGHB/Site. The "CGHB" is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- (xxii) Proposal must remain valid for 120 days after the last date of submission should the need arise; however, the CGHB may request consultant to extend the validity period of this proposal.
- (xxiii) The power to accept/reject all or any tender is reserved with the Commissioner, CGHB, Raipur.

Executive Engineer
CGHB Div-2 Raipur(C.G.)

PROFORMA FOR ONLINE BID SUBMISSION

for the work of "Appointment & Selection Of Project Consultant For Technical, Financial & Legal Aspects In Preparation Of Feasibility Study, Dpr, Tender Document & Agreement Of These Aspect, For Integrated Development Of Shanti Nagar, At Gaurav Path, Raipur, Chhattisgarh"

I/we do hereby tender to execute the above mentioned work described in tender document for consultancy services as signed by _____ on dated _____ for sum of Rs. _____

(Rupees in words: _____)

I/we do hereby agree and bind myself/ourselves to abide by and fulfill all the conditions annexed in tender document or in default thereof to forfeit and pay to the C.G. Housing Board, the penalties mentioned in RFP/tender documents.

Date _____

Signature of Witness :

Signature of Contractor

Address

Address

The above tender is hereby accepted by me on behalf of the Chhattisgarh Housing Board.

Date _____

Signature of
Sanctioning Authority

2. Instructions for online bid submission

GUIDELINES TO CONTRACTORS/CONSULTANTS FOR IMPLEMENTATION OF E-PROCUREMENT SYSTEM IN

Chhattisgarh Housing Board, Raipur (C.G.) GOVERNMENT OF CHHATTISGARH

<http://eproc.cgstate.gov.in>

Note: These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of Bidders on e-Procurement System:

All the Bidders (Contractors/Consultants) registered/intending to get empanelled on

<http://eproc.cgstate.gov.in>

order to participate in tenders processed by Chhattisgarh Housing Board, Raipur using the e-Procurement System, are required to get enrolled on the e-Procurement portal (<http://eproc.cgstate.gov.in>) order to download the tender documents and participate in the subsequent bidding process, for any other queries regarding online enrollment on the above mentioned website and digital certificate, please contact to **MjunctionSevices Limited**. They may reach Helpdesk using 18004199140 (from 9 AM to 11 PM) (therein press 2 for CG e- Proc) or you can email them at Helpdesk.eproc@cgswan.gov.in

The Bidders (Contractors/Consultants) registered with other departments who are also eligible to participate in tenders processed by Chhattisgarh Housing Board, Raipur are also required to be registered on the e-Procurement System on <http://eproc.cgstate.gov.in>

2. Digital Certificates:

The Bids submitted online should be signed electronically with a Class II Digital Certificate to establish the identity of the Bidder submitting the Bid online. The Bidders may obtain Class II Digital Certificate issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.

A Class II Digital Certificate is issued upon receipt of mandatory identity proofs along with an Application Form. Only upon the receipt of the required documents, a Digital Certificate can be issued.

Note: It may take upto 5 working days for issuance of Class II Digital Certificate, hence the bidders are advised to obtain them at the earliest.

Important Note: Bid for a particular tender can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data and sign the # during the ONLINE BID PREPARATION AND # SUBMISSION stage.

In case, during the process of a particular tender, the bidder loses his Digital Certificate because of any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc.); he may not be able to submit his bid online.

Hence, the bidders are advised to keep their Digital Certificates in a safe place under proper security to be used whenever required.

The digital certificate issued to the Authorized User of a Partnership firm/Private Limited Company/Public Limited Company and used for online bidding will be considered as equivalent to a no-objection certificate/power of attorney to that user. In case of Partnership Firm, majority of the Partners have to authorize a specific individual through Authority Letter signed by majority of the Partners of the firm.

In case of Private Limited Company, Public Limited Company, the Managing Director/ any other Person (having designated authority to authorize a specific individual) has to authorize a specific individual through Authority Letter.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organization for online tenders as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management/Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh digital certificate for the new Authorized User.

3. Set Up of Bidders' Computer System:

In order for a Bidder to operate on the e-Procurement System, the Computer System of the Bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. A help file on setting up of the Computer System can be obtained from e-Procurement Cell.

4. Publishing of N.I.T.: For the Tenders processed using the e-Procurement System, only a brief Advertisement related to the Tender shall be published in the newspapers and the Detailed Notice shall be published only on the e-Procurement System. The contractors can view the Detailed Notice and the time schedule for all the Tenders processed using the e-Procurement System on the website <http://eproc.cgstate.gov.in>

5. Key Dates: The Bidders are strictly advised to follow the time schedule (Key Dates) of the Tender for their side for tasks and responsibilities to participate in the Tender, as all the stages of each Tender are locked before the start time and date and after the end time and date for the relevant stage of the Tender as set by the concerned wing Official.

6. Purchase of Tender Document:

The Tender documents can be purchased only online. The Tender shall be available for purchase to concerned eligible contractors immediately after online release of the Tender and up to scheduled date and time as set in the key dates. Arrangements have been made for the Bidders to make payments online via Credit Card/Internet Banking. In case of online tendering, the application form for the purchase of tender documents shall not be required.

The Bidders can purchase the tender documents online by making online payment of tender document fees using the service of the secure electronic payments gateway (see point 7 below for further details), and should print out the system generated receipt for their reference which can be produced whenever required.

7. Electronic Payment Account:

As the tender documents shall be available for purchase only online, Bidders are required to pay the Tender Document fees online using the Online Payments Gateway Service integrated into the e- Procurement System.

For the list of available modes of electronic payments that are presently accepted on the Online Payments Gateway Service, please check the link 'List of e-Payments accepted Online' on (<http://eproc.cgstate.gov.in>)

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8. Submission of Earnest Money Deposit:

The Bidders shall submit their Earnest Money Deposit as usual in a physically sealed **Earnest Money Deposit** envelope and the same should reach the Office of the Executive Engineer, Div-2 Raipur by post.

The Bidders have to upload scanned copy of Earnest Money Deposit instrument along with the reference details.

9. Opening of Tenders:

The concerned wing Official receiving the tenders or his duly authorized Officer shall first open the online Earnest Money Deposit envelope of all the Bidders and verify the scanned copy of the Earnest Money Deposit uploaded by the Bidders. He shall check for the validity of Earnest Money Deposit as required. He shall also verify the scanned documents uploaded by the Bidders, if any, as required. In case, the requirements are incomplete, the commercial and other envelopes of the concerned Bidders received online shall not be opened.

The concerned Official shall then open the other envelopes submitted online by the Bidders in the presence of the Bidders or their authorized representatives who choose to be present in the order of opening.

For more details you may contact:

Mr. R.K. Sahu Executive Engineer, CGHB, Div-2 Shankar Nagar, Raipur(C.G.)

Mob. No.:-+91-9424209013

Mjunction Sevices Limited. They may reach Helpdesk using 18004199140 (from 9 AM to 11 PM) (therein press 2 for CG e- Proc) or you can email them at Helpdesk. eproc@cgswan.gov.in

3. INSTRUCTION TO TENDERERS /BIDDERS

The Consultants are requested to comply with the following Instructions and Conditions while submitting their tender for the work.

3.1 Commissioner, CGHB reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

3.2 Maps showing the land area details for the project site for "Integrated Development of Land" at Shanti Nagar, Raipur are annexed at "Annexure-A".

3.3 The consultants are required to quote their lump sum rates for providing consultancy services for complete scope of work as per Schedule of price "Annexure-B" Online only and may note that there would be no negotiation except with the "H1"(highest scorer) consultant, if necessary.

3.4 The rates quoted should be for the complete scope of consultancy services and should include all royalties, taxes and duties (Insurance, PF and ESI Contribution to labour as per the relevant acts and rules made applicable from time to time) and other contractual liabilities excluding GST. The consultant should mention GST registration number and category of service in the bill / invoice & amount of GST should be shown separately in the bill as per GST rules as applicable from time to time.

3.5 Submission of tender by the consultant implies that he has read the Instructions to Tenderers and all other Contract documents and has made himself aware of the complete scope of the work for the consultancy works to be provided after due inspection of Site as to the conditions of Site, local conditions and other relevant matters having a bearing on the consultancy works, including cost there of.

3.6 If the consultant withdraws his offer after opening of price bids or after communication of acceptance of his tender by CGHB or fails to execute the Agreement within the time specified in the Letter of Acceptance issued by CGHB or fails to Commence the work within the prescribed time specified in the Contract, the following action will be taken:

3.6.1 The Earnest Money and/or Performance Security paid by the consultant shall be forfeited to CGHB or recovered out of the Bank Guarantee furnished by the consultant.

3.6.2 The consultant will not be allowed to participate, if the same work is re-tendered.

3.6.3 The consultant will be banned from participating in any of the future tenders of CGHB for a period of one year from the date of withdrawal of offer.

3.7 The time allowed for carrying out the consultancy work is as per clause 6.5 "**Completion period**" and shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants.

3.8 The quotes shall be submitted online only. The Consultants may please note that the quotes submitted online shall be valid for all the terms and conditions, specifications, drawings (If any) of the tender uploaded.

3.9 Payment Terms are detailed in "Terms of Payment" clause 7.3 "**Schedule of payment**".

3.10 Performance Security

3.10.1 The successful consultant, at the time of signing of the Agreement, shall pay an initial Performance Security equivalent to 1% of the Consultancy contract value in the form of DD/FDR/Bank guarantee in favour of EE, CGHB, Div-2 Raipur from any nationalized bank or schedule bank and agree for the recovery of an amount as mentioned below from the running account bills or furnish a Bank Guarantee as per proforma at Appendix-3 for an amount mentioned below. No interest is payable on deposits.

3.10.1.1 Performance Security: Totaling 5% of Consultancy contract value including the amount of initial Bid Security and Performance Security deposited initially and at the time of signing of agreement. Bid Security of the successful Bidder will be adjusted against Performance Security of 1% / 5%, as above, as the case may be.

The Performance Security shall be initially valid up to stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the consultant shall get the validity of Performance Security extended to cover such enlarged time for completion of work. After recording of the completion certificate for the consultancy work by the competent "CGHB", the performance security shall be returned to the consultant, without any interest, after 6 months of completion date and recovery if any as mentioned in the bid document elsewhere.

3.11 The Consultants shall comply with all other CGHB Terms and Conditions as detailed in the tender document.

SEAL AND

ACCEPTING AUTHORITY

SIGNATURE OF THE CONSULTANT

4. SCOPE OF SERVICES AND WORK

4.1 PREAMBLE

CGHB on behalf of Commissioner Chhattisgarh Housing Board undertaking body of Department of Housing and Environment CG Govt. proposes to monetize "**Integrated Development of Land**" at Shanti Nagar, Raipur Chhattisgarh on suitable PPP mode.

CGHB reserves the right to exclude/include any of the services from the scope of the Consultant work as defined herein below.

4.2 LOCATION & LAND DETAILS:

The project is proposed at approximately 37 acres of land. The identified location falls in Shanti Nagar, Gauravpath and Shankar Nagar, Raipur, Chhattisgarh. The site plan and khasra details are enclosed at "**Annexure-A**".

4.3 SCOPE OF SERVICES:

- a) The services to be performed by the Consultant shall include but not limited to the scope indicated in the "scope of services and work" and/or any specific provision stated in this Tender document. Consultant shall also perform all such services and activities which are not specified herein but that might be required for achieving the Objective of the Consultancy specified, framing of the reports and deliverables as listed and completing the Consultancy in terms of this Tender document.
- b) The Consultancy requires close interaction with Stakeholders, CGHB& Local bodies/ Government/ Authorities/ State/ Central Govt. for timely inputs, meeting and reviews, feedback/ observation. The Consultant shall actively associate in CGHB's reviews of various submissions and provide necessary clarifications, documents and back-up information for conducting the reviews. The respective Key Personnel of the Consultant shall require to be present in all important review meetings at Raipur or on virtual meetings as required by CGHB while other support personnel assisting the Key Personnel in the consultancy may attend other meetings/virtual meetings.

4.4 GENERAL:

4.4.1 The successful Consultant shall render the services mentioned below in the subsequent clauses and deemed to be included in their quote unless otherwise mentioned.

4.4.2 The project planning shall be done based on the following considerations.

- Local rules, regulations and bye-laws
- Optimum area utilizations.
- Process requirements for a PPP Project
- Utility placing (are allocation).
- Environmental aspects.
- Financial & Legal aspects.

4.5 PROJECT CONCEPTUALIZATION & INITIATION:

4.5.1 The consultant shall discuss and finalize all the points/ shortcomings/ new requirements, if any with the Local bodies/ Government/ Authorities/ State/ Central Govt. including CGHB, Stakeholders and shall take their concurrence on all the observations.

4.5.2 Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with CGHB representatives/ local bodies and obtaining requirements of the Project and attending meetings with officials of CGHB/Local bodies/ Govt. Authorities/ State/Central Govt., Stakeholders or any other agency, as and when required.

4.6 DETAILED SCOPE OF WORK-SERVICES & DELIVERABLES:

As the project is envisaged on PPP model, the detailed scope of works for Consultant shall generally comprise of but not limited to the following for the complete project:

The Following Scope of services should be performed by the consultant in phase-wise manner:

CASE STUDY AND BEST PRACTICES

The Consultant would study similar/ comparable projects and developments in India and globally to determine the best practices followed by them and how they have evolved. The study would cover the following aspects:

- Conceptualization of the project with Financial, Legal & Technical aspects.
- Project size and location
- Key promoter, role of stakeholders
- Governance model
- Infrastructure/ facilities offered
- Target markets
- SWOT Analysis
- Preparation of initial screening report.
- Preparation of DPR.

PHASE 1

4.6.1.1.1 CONCEPTUALIZATION OF THE PROJECT & PROJECT MASTER PLAN:

The Consultant shall be required to carry out the following works:

- a) Conceptualization of the project and submission of project brief based on interaction with all Stakeholders of Proposed mode in consultation with CGHB.
- b) Project Master Planning (as per applicable local DCR-Development Control Norms) and Costing for Financial Modeling. Consultant shall analyze different real estate segments to arrive at understanding of the local market dynamics and assess latent potential for different components i.e. retails, office, Commercial/Institutional, Entertainment and hospitality sector apart from the main purpose/focus on development of Residential segment.

The Consultant shall suggest the most suitable project model along with its benefits to CGHB/Stakeholders for the proposed development that will best suit to the proposed project of Commercial Development of Land at Shanti Nagar, Raipur. The project model finally approved by CGHB shall form the basis for development of Bid and other necessary documents for the project.

Consultant shall study each component to form a base while preparing development option for the project. In addition to above market assessment, Consultant shall carry out a perception study to identify expected project(s) feedback on demand potential, developer's perception of the proposed site, potential for alternate developments and key concerns, development in phases/parts etc. Based on market assessment and developer's perception, Consultant shall also hold preliminary discussions with local body/department to assess acceptability of various development options considering the overall Master Plan.

- c) Project valuation and Financial Modeling to work out viability/expectations to make the project a successful venture.
- d) Prepare minimum two different conceptual lay-outs of the project and Stage-I estimate of cost of project development for each of the lay-out.

4.6.1.1 .2 **Deliverables 1. Initial Screening Report & Project Brief comprising of (a, b & c) as above.**

2. Two different Conceptual lay-outs of the Project and Stage-I cost estimates for each layout.

4.6.1.2.1 MARKET DEMAND ASSESSMENT/ STUDY, STRUCTURING AND FINANCIAL FEASIBILITY OF THE PROJECT:

The Consultant shall:

- a) Study and analyze the market demand for the project for the development options. For each option, it should consist of–
 - i) Estimation for demand of various components.
 - ii) A detailed risk matrix for the project and an approach for risk mitigation
- b) Evolve an optimal structure for the project and assess the financial feasibility of the project. Financial analysis should involve cost/investment assessment, revenue and cash flow model, funding pattern and costs and scenario analysis in order to establish the financial feasibility of the Project. It should consist of:
 - i) **Project structure and business model** – The Consultant shall also devise a strategy, in Consultation with CGHB, to develop a model that would realize optimum value from land to be provided to the developer and which would attract investments. The Consultant shall consider the different suitable options for monetization of land.
 - ii) **Investment Assessment** – Based on the cost of other similar projects and after discussions with CGHB, the Consultant shall assess the investment required for the implementation of the project.
 - iii) **Funding Strategy and Capital Structuring** – The marketability of the project to the developer would depend on its commercial viability. Based on financial analysis of the project, the Consultant shall suggest a set of possible execution options. Among other things this should essentially cover:
 1. Funding structure and mechanisms.
 2. Contribution from different stakeholders.

Based on the above, the Consultant shall suggest a structure that best suits the cash flow profile of the project while balancing the interests of all the stakeholders.

The outputs of the financial analysis shall be- Estimation of total project cost, Financing plan/mix, Financial projections and cash flow statements, Returns-which specifies project returns such as Return on Capital Employed, Return on Net Worth, EPS, Book Value, IRR(both project and equity), breakeven point, cost of capital and DSCR, Determination of base rate or any other criteria for CGHB to invite the tenders for the project.

4.6.1.2.2 Deliverables - 1. Market Demand Study/Assessment, Structuring and Financial Feasibility Reports.

2. Options of Project structure and business model.

4.6.2 PHASE2

4.6.2.1 TRANSACTION ADVISORY / BID PROCESS MANAGEMENT & MARKETING:

4.6.2.1.1 The Consultant in accordance, with the applicable laws and after discussion with the CGHB Prepare a draft Project Information Memorandum (PIM), Qualifying Criteria and Selection Methodology for the Developer, Bidding structures and evaluation strategy for discussion and finalize it incorporating amendments.

4.6.2.1.2 **Preparation of Bid Document:** The Consultant shall provide CGHB suggestive Bid Documents and make required changes in document, after discussions and deliberations with CGHB, to suit project for integrated development of land etc. including Financial and other Bid Form. The Consultant shall, based on final discussions with CGHB, prepare the bid documents consisting of the RFQ/RFP, the Project Agreement/Concession Agreement including all its appendices, annexure and forms of the bid process. RFQ and RFP with Project Agreement/Concession Agreement shall be prepared separately in case two stage bid process is followed.

4.6.2.1.3 **The** Consultant shall prepare the various parts of the bid documents consisting of the Information to Bidder (ITB) bidding process, project details, qualification (technical & financial) criteria, bid forms etc. including Schedules and Specifications, all its appendices, annexure and forms of the bid process. Schedule and specification for integrated Development of Land at Shanti Nagar, Raipur and other allied infrastructure are to be finalized based on standards and requirements in consultation with CGHB/Stakeholders. The Regulations for Bids and Project Agreement/Concession Agreement and General Conditions of Agreement prepared in consultation with CGHB/Stakeholders will also form part of the bid for integrated development and bid documents.

4.6.2.1.4 Bid Documents used in previous bids, if any, by CGHB shall be provided to the Consultant for general guidance. Efforts to be made that whatever changes are required in Bid documents after discussions and deliberations in respect to this project are enabled by making suitable provisions therein. Provision for complying RERA regulations have to be made in bid document and it is also to be ensured that bidders indemnify CGHB against RERA provisions. However, it is clarified that CGHB has so far not invited any PPP Bids for the nature, size and extent of development and the Consultant will have to design the same, if required, in consultation with CGHB. The Consultant shall prepare Bid documents with relevant changes, if required, based on CGHB's other standard Bid Documents.

4.6.2.1.5 The Consultant shall interact and coordinate with CGHB for modification required for the project site and be responsible for integration of all the parts and customization for the project site. The final draft of bid document shall have to be legally vetted either internally by the Consultant if internal capacity exists or by an experienced and professionally qualified legal adviser in commercial contracts for the soundness and completeness of the bid documents (cost of which would be borne by The Consultant). The Consultant shall also assist CGHB in managing the bidding process. This would include (but not limited to) preparation and issue of suitable advertisement (cost of which would be borne by CGHB), anchoring of pre-bid conference(s), assisting CGHB in responding to queries, short-listing of qualified bidders, evaluating the technical and financial bids received and recommending selection of the developer.

4.6.2.1.6 **Escrow Agreement:** The consultant has to study escrow account practice of CGHB and/or general standard practices. In case the escrow agreement is to be executed, the draft format of Escrow Agreement shall be finalized jointly by the Selected Bidder, Lender Bank & CGHB duly incorporating the requirement of RERA, safeguards of CGHB, Lender, Buyers/Lessees/Sub-Lessees and provisions of any other Applicable Laws. The Selected Bidder shall also submit a legal opinion on the draft Escrow Agreement from a reputed legal firm selected after discussion with CGHB which shall be duly verified by the Consultant for the benefit of all Stakeholders. The consultant has to suggest any change required in above and its water flow mechanism. The Escrow Account may be avoided/terminated if the Developer submits the required Bank Guarantee to safe guard the project and CGHB interest till completion of the project.

4.6.2.1.7 **Lease/Sub-Lease Deed:** The consultant has to study standard format of lease/sub-lease deed as per RFP and considering development project, if any change is required consultant should submit the proposed draft lease/sub-lease deed duly vetted by in house/competent Legal expert.

4.6.2.1.8 **Project Information Memorandum (PIM):** - The Consultant shall prepare Project Information Memorandum for the Project site and get it approved from CGHB. While preparing PIM, the Consultant shall supplement the details already collected in above previous activities or available with the Consultant and other information such as Google maps, information about the city and its real estate/retail market etc. as maybe required by the bidders for preparing their bids. PIMs shall be prepared by the Consultant in an attractive coloured form worthy of marketing the Project and required no. of coloured printouts (minimum 15 or as decided by CGHB) should be made available by Consultant to CGHB or the PDF format as the case maybe.

4.6.2.1.9 **Marketing & Contacting Prospective Bidders:** The Consultant shall carry out requisite marketing exercise to elicit adequate response from developers and other interested parties and end users, enabling developers to assess the profitability ahead of the tendering process and users from convenience of facilities requirements and ease of usage, whom the Consultant has contacted in the course of the study as well as during the bidding process and who have indicated their interest in the proposed development. The consultant shall assist in formal site visits organized by CGHB for the prospective bidders and explain the site/project to the interested parties. The consultant shall coordinate with the respective CGHB staff/representatives and the interested bidders for arranging such site visits as may be required. The Consultant shall carry out other such necessary efforts for maximizing participation by prospective developers in the bidding process.

4.6.2.1.10 The Consultant shall prepare and give presentation(s) during pre-bid or other meetings with developers anchor the meetings and explain the merits of the site and features of tender document in each such pre-bid meeting for the prospective bidders. The Consultant shall compile the queries of Bidders in such pre-bid meetings or otherwise sent through emails or post and make suggestions to CGHB against each such query. The cost of pre-bid meeting shall be borne by CGHB but the Consultant shall have to bear the cost on account of travel, hotel stay etc. of his team members.

Bid Process Management and Selection of Developer: Generally, a single stage two packet bid process is to be followed unless otherwise recommended by the Consultant with reasons and agreed to by CGHB. Technical bid will be opened on the due date of opening of the bid. The Consultant shall carry out the evaluation of the technical bids against the respective criteria specified in the Bid Documents including legal documentary compliances. The technical bid evaluation shall be completed by the Consultant within a maximum period of 7-10 calendar days of opening and submit its report to CGHB on conclusion of such evaluation. The report should cover the clarifications required to be asked from a bidder, if any. On receipt of clarifications from bidders, the Consultant shall verify them against the clarifications sought and submit its final report within 3-5 days to CGHB.

4.6.2.1.11 **Negotiation and Execution of Project/Concession Agreement:** The Consultant shall assist CGHB in negotiations, finalization and issuance of LOA and finally entering into Project/Concession/Authorization agreement with the selected developer/bidder. The Consultant will also help CGHB and the Developer in finalizing the Escrow Agreement as per the need of the Bankers/Lenders and RERA requirements etc.

4.6.2.1.12 Deliverables- 1. Project information memorandum (PIM), Bid document consisting of draft RFP/EOI, draft Concession Agreement and other related documents as detailed above in Point No. 4.6.2.1.1 to 4.6.2.1.11 (final copies of these documents).

2. List of potential bidders.

4.7 Establishing local office of consultant

The consultant will have to establish his local office in Chhattisgarh at a suitable location at his own expenses within 7 days of execution of agreement for above project works.

SEALAND

ACCEPTING AUTHORITY

SIGNATURE OF THE CONSULTANT

5. EVALUATION/SELECTION CRITERIA

5.1 Technical Evaluation

- Technical, Legal & Financial Capability Evaluation

CONCEPT PRESENTATION

At this stage, the technically qualified Shortlisted Tenderers/consultants will be invited to make a Project Concept presentation at CGHB, Paryavas Bhawan, Sector-19 North Block, Nava Raipur Atal Nagar, Distt - Raipur Chhattisgarh, India. Pin-492002 to the Committee constituted for the purpose.

The Consultant shall bring soft & hard copy of their Concept and related details at the time of presentation. The Project Concepts presented by the consultant will be evaluated by the committee based on the evaluation parameters as detailed below.

The technical committee shall evaluate the presentation on Project Concept and would assign the marks independently and then the assigned marks would be averaged out.

The consultant shall have no right to challenge the marks assigned by the individual member of the committee and individual member of the committee shall have no liability to consultant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

The committee shall evaluate the Project concept presentation of consultants by applying the evaluation criteria, sub-criteria, and point system as stipulated here under.

Following Table showcases the Technical, Legal & Financial Capability Evaluation Process in Detail:

S. NO.	TECHNICAL PARAMETERS FOR SELECTION	TECHNICAL / EVALUATION CRITERIA	MARKS	MAXIMUM MARKS
(A)	FINANCIAL CAPABILITY			20 Marks
1	Firm registered as Consultancy services.	10 Years	5 Marks	
		>10 & up to 20 years	7.5 Marks	
		Above 20 years	10 Marks	
2	Average Annual Turnover of Last 3 Financial Years from consultancy services.	10-20 Cr.	5 Marks	
		>20 & up to 30 Cr.	7.5 Marks	
		Above 30 Cr.	10 marks	
(B)	PROJECT WORK EXPERIENCE			20 Marks
1	Should have experience in at least One completed PPP (on BOT/BOOT/DFBOO or any other PPP mode for Central/State Government/Semi-Government) assignment in any sector in last 3 years (necessary client certificate of concessionaire / operator being awarded the work should be enclosed, client certificate without the concessionaire / operator award won't be accepted), costing minimum Rs. 500 Crores in a single project;	500 Crores	5 Marks	
		>500 & up to 800 Cr.	7.5 Marks	
		Above 800 Cr.	10 Marks	

2	Should have Three completed project experience (totaling to minimum 25 Acres out of which at least one should be of 10 Acres) in preparation of Feasibility Report in land development / commercial complex development / similar assignments in the last 3 years from the bid submission date. (necessary client certificate for the proof of completion of assignment should be enclosed)	35 Acres	5 Marks	
		>35 & up to 50 Acres	7.5 Marks	
		Above 50 Acres	10 Marks	
(C)	TEAM REQUIREMENT			30 Marks
1	Team Leader & PPP Expert – One: Master degree in Finance/Economics/Management/CA with minimum 15 years of experience and Director/Partner/Employed with the Applicant for at least 10 years and must have been Team Leader in at least 7 eligible Projects including at least 3 in Real Estate Sector.	10 years	5 Marks	
		>10 & up to 15 years	7.5 Marks	
		Above 15 years	10 Marks	
2	Financial Expert– One: Master degree in Finance/Economics/Management/CA with minimum 10 years of experience as Director/Partner/Employed with the Applicant for at least 5 years with minimum 5 eligible projects' experience as Financial Expert including at least 2 in Real Estate Sector.	5 years	5 Marks	
		>5 & up to 10 years	7.5 Marks	
		Above 10 years	10 Marks	
3	Procurement Expert– One: Master's degree in finance/Technology/Management/CA with minimum 5 years of experience after attaining the above required qualification in the field of similar nature of consultancy projects. The Procurement Expert should have experience of drafting RFP/Lease Agreement or License Agreement in at least 3 projects in Real Estate Sector and Concession Agreement in one PPP Project.	5 years	5 Marks	
		>5 & up to 10 years	7.5 Marks	
		Above 10 years	10 Marks	
(D)	PRESENTATION, APPROACH & METHODOLOGY*			30 Marks
1	Understanding of PPP Projects.	–	10 Marks	
2	Project approach and conceptualization.	–	10 Marks	
3	Innovativeness/Methodology.	–	10 Marks	
		TOTAL =		100 Marks

* Applicant who has undertaken similar nature of assignment(s) in Raipur / Chhattisgarh will be given preference.

Stage 2: Presentation Round

At the end of this stage, each Tenderer will have a technical score (out of 100). The Tenderer's will be shortlisted only based on the minimum score 70 or above for technical bid and minimum 50% under each category i.e. (A) to (D) in above Table.

5.2 FINAL EVALUATION OF BID

The final selection shall be based on QCBS (Quality & Cost based selection)

Cost evaluation under Combined Quality & cost based system

[80: 20, 80 is technical evaluation and 20 is cost evaluation]

Technical Evaluation

[As carried out by Board Committee]

Example of Evaluation

S. No.	Consultant Name	Marks obtained in Technical Evaluation	80% of Technical Evaluation Marks
1	A	75	60.00
2	B	80	64.00
3	C	85	68.00
4	D	90	72.00

Example of Evaluation

S. No.	Consultant Name	Quote in Rs [in Lakhs]	Evaluation [Lowest Bid offer/Individual Bid Offer]	20% of Bid evaluated
1	A	320	$100*(312/320) = 97.50$	$97.50*0.20=19.50$
2	B	312	$100*(312/156) = 100.00$	$100.00*0.20=20.00$
3	C	340	$100*(312/340) = 91.76$	$91.76*0.20=18.35$
4	D	360	$100*(312/360) = 86.67$	$86.67*0.20=17.34$
5	E	440	$100*(312/440) = 70.91$	$70.91*0.20=14.18$

Final Evaluation**Example of Evaluation**

S. No.	Consultant name	80% of T.E.	20% of Bid evaluated	70% of T.E + 30% of Bid evaluated	Remarks
1	A	60.00	19.50	$60.00+19.50=79.50$	H5
2	B	64.00	20.00	$64.00+20.00=84.00$	H4
3	C	68.00	18.35	$68.00+18.35=86.35$	H3
4	D	72.00	17.34	$72.00+17.34=89.34$	H1
5	E	73.60	14.18	$73.60+14.18=87.78$	H2

The consultant achieving the highest combined technical and financial score will be considered to be the successful consultant and work will be awarded to the same bidder i.e. Consultant "D" as per above example of evaluation.

**SEALAND
OF THECONSULTANT**

ACCEPTING AUTHORITY SIGNATURE

6. GENERAL CONDITIONS OF CONTRACT

6.1 The following general conditions pertain to the above work and shall form part of this contract agreement.

6.2 ADDITIONS, ALTERATIONS AND VARIATION:

6.2.1 CGHB shall have the right to request in writing for additions alterations, modifications or deletions in the proposals and to request in writing for additional work in connection therewith and the consultant shall comply with such requests without any extra cost.

6.2.2 If the work in full or part is withdrawn from CGHB from the scope of consultant then proportionate consultancy fee shall be paid only up to the stage for which the consultancy work has been completed. The consultant shall have no further claim whatsoever on this account on CGHB.

6.3 TAXES

6.3.1 All taxes, income tax and any other livable tax excluding GST in connection with the execution of the contract levied by the statutory Authorities/State/Central Govt. of India/State Govt. or any local authorities on the consultant in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The consultants shall note that the Income Tax Deduction at Source (TDS) and GST Tax Deduction at Source (GSTTDS) as per applicable law shall be made from the payments due/made to the consultant(s) and which shall not be reimbursed.

6.3.2 The GST will be applicable & shall be paid by the consultant. The rates to be quoted should be exclusive of GST. However, consultant has to mention GST Number in the invoice and amount of GST should be shown separately in the bill as per GST Rules as applicable from time to time.

6.3.3 Any enhancement of taxes/duties except GST by the authorities/Government of India/State Government, during currency of this contract shall be borne by the consultant only and which shall not be reimbursed by CGHB.

6.3.4 Income tax will be deducted from the bills of the consultant(s) as applicable and tax deduction at source certificate will be issued by CGHB.

6.4 PERFORMANCE SECURITY

6.4.1 An initial Performance security of 1% of the Contract value shall be paid by the Consultant by way of Demand Draft/FDR/Bank Guarantee payable in the name of the **EE, CGHB , Div-2, Raipur** from any Nationalized/Scheduled Bank at the time of signing of the agreement.

6.4.2 A recovery at the rate of 10% of the value of the bill shall be made from all running account bills & final bill towards Performance security and such recovery shall be continued until the amounts deposited in terms of sub-clause 6.4.1 above and the amounts recovered from the bills total for an amount mentioned below. The Performance security recovered including the Initial Bid Security and Performance security furnished at the time of executing the agreement shall be returned upon satisfactory completion of the work and recoveries, if any.

6.4.2.1 **Performance Security:** Totalling 5% of Consultancy contract value including the amount of initial Bid Security and Performance Security deposited at the time of signing of agreement.

6.4.3 If the Consultant so desires, he may furnish a Bank Guarantee as per proforma at **Appendix-3** from a Nationalized/Scheduled Bank in lieu of payment by Demand Draft/FDR towards initial Performance security and deductions from the running account bills towards Performance security deposit. Such a Guarantee could be furnished either at the commencement of the Contract or at any time during the period of the Contract. In the latter event, the Contractor may, after furnishing the Bank Guarantee, claim refund of the actual amount paid by Demand Draft/FDR and / or deducted from the running account bills.

6.4.4 In all cases, the bank Guarantee should be kept valid up to the date of completion of the services or the extended period if any.

6.4.5 No interest shall be payable by the CGHB to the Contractor for the amount of the Performance security furnished in cash or demand draft or recovered from bills.

6.4.6 The Performance security or the Bank Guarantee furnished under this clause shall become due for refund or for discharge as the case may be, only after the completion of the Works/Services and settlement of the dues to the CGHB.

6.4.7 CGHB reserves the right of forfeiture of the Performance security in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

6.5 COMPLETION PERIOD:

6.5.1 The Consultant shall be required to carry out the work in phases. The consultant activities in relation to stipulated duration are basically divided as mentioned in the below schedule:

S.No.	Activity	Stipulated Duration
A. PROJECT CONCEPTUALIZATION & INITIATION		
PHASE - I		
A1	Conceptualizing the project & finalizing project brief in consultation with the Stakeholders of PPP & Submission of finalized project brief.	30 days from the date of agreement.
A2	Project Master Planning (as per applicable local DCR-Development Control Norms) and Stage-I Cost Estimate for Financial Modeling.	45 days from the date of agreement.
A3	Project valuation and Financial Modeling to work out viability /expectations and product-mix.	60 days from the date of agreement.
B. TRANSACTION ADVISORY / BID PROCESS MANAGEMENT & MARKETING		
PHASE - II		
B1	Preparation & Submission of Draft Tender Documents along with salient features of the project after considering the Financial, Legal and Technical aspects.	75 days from the date of agreement.
B2	Submission of Final Tender Documents with suggested changes, if any, along with PIM & floating of tender for selection of bidder.	90 days from the date of agreement.
B3	On completion of Technical & Financial evaluation process of the bidders including evaluation of Bidders' Presentation, if any.	150 days from the date of agreement.
B4	Final selection of the suitable successful bidder, issuance of LOA and signing of Project Agreement.	180 days from the date of agreement.

6.5.2 The time allowed for carrying out the work as specified above shall be strictly observed by the consultant and shall be deemed to be the essence of the contract. The work shall throughout, the stipulated period of the contract, be processed with all diligence. Any slippage in the above schedule will lead to imposition of penalty as per clause No. 6.6.

6.5.3 The Consultant will be required to complete the entire job within the stipulated time. No extension of time for completing the same shall be given owing to any mutually agreed variations made in the works.

6.5.4 If at any stage, the Project has been delayed by the acts of CGHB or other government authorities nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.

6.5.5 Additional fees on account of any price variation/Escalation on whatsoever ground shall not be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period if any for completion of the works.

6.6 EXTENSION OF TIME & PENALTY/ LIQUIDATED DAMAGES

6.6.1 If the consultant shall desire an extension of time for completion of work on the ground of his having been "UNAVOIDABLE" hindered in its execution or on any other ground, he must apply giving all complete details of each of such hindrances of other cause in writing to CGHB positively within 7 days of occurrence of such hindrance (s). If in opinion of CGHB such reasonable grounds are shown, on recommendation of the committee, The Dy. Commissioner, CGHB Raipur shall sanction such

extension of time and in case of any dispute in extension can be appeal to Commissioner, CGHB within 15 days after grant of extension by Dy. Commissioner.

6.6.2 The liquidated damages shall be applicable under following circumstances:

6.6.3 If the deliverables are not submitted as enlisted in clause 6.5, the Consultant shall be liable to pay 0.50% of the balance cost of the services for delay of each week subject to a maximum of 5% (five percent) of the total Consultancy Fee unless such delay is on account of CGHB.

6.7 COMMENCEMENT OF WORK:

6.7.1 The commencement of work will be considered from 7th day of issuance of Acceptance letter or from the date of agreement whichever is earlier.

6.7.2 The Consultant has to submit detailed program of the work within 03 days from the date of commencement of the work. The time schedule submitted by the consultants shall include time for obtaining required approvals, from concern authorities. However, if delay is caused by these reasons beyond reasonable control of the consultant, CGHB may consider such delays favorably.

6.8 ABANDONMENT OF WORK:

6.8.1 That if the consultant abandon the work for any reason whatsoever or become incapacitated from acting as consultant as aforesaid, CGHB may make full use of all or any of the documents prepared by the consultant and that the consultant shall be liable to refund any excess fees paid to them up to that date in addition to such damages as may be assessed by CGHB.

6.8.1 If at any time after commencement of work, CGHB decides to abandon or reduce the scope of work for any reason whatsoever and hence the whole or any part of the works is not required to be carried out, CGHB shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

6.9 TERMINATION:

6.9.1 CGHB without any prejudice to its right against the consultant in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one month's notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. CGHB may make full use of all or any of the documents prepared by the consultants.

6.9.2 In case due to any circumstances, CGHB decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on Terms of Payment and approved payment scheduled in proportion to the phase wise services agreed up to the stage of work executed by him immediately before taking such a decision.

6.9.3 If any delay in submission of required documents is caused by the consultant, depending upon the severity of delay, the contract may be liable for termination as decided by the CGHB. Further, the Performance security shall be forfeited.

6.9.4 In case the performance of the consultant is observed to be not satisfactory and there is no improvement in performance on repeated request made by CGHB, CGHB will have right to cancel the order and terminate the contract, in as it is condition without any prejudice to CGHB.

6.10 DETERMINATION OR RESCISSION OF AGREEMENT:

6.10.1 CGHB without prejudice to its right(s) against the consultant in respect of any delay may absolutely determine or rescind the contract by notice in writing in any of the following cases:

- i. If the consultant(s) being a company shall pass are solution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be

appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.

ii. If the consultant(s) commit breach of any of the terms of agreement.

6.10.2 When the consultant(s) have made themselves liable for action under any of the clauses aforesaid, CGHB shall have powers: a) to determine or rescind the agreement.

In case contract of consultant is determined or rescinded as the case may be, the Security Deposit of the consultant shall stand forfeited. The decision of CGHB in this regard shall be final and binding on the consultant(s).

6.11 NUMBER OF DRAWING SETS ETC. AND COPYRIGHT:

6.11.1 The Consultant shall supply free of charge to CGHB, the adequate no. as specified elsewhere of all the documents in soft copy (editable format) as well as hardcopy.

6.11.2 The Consultant shall supply 3 sets free, of all the required documents. All these documents will become the property of CGHB. The documents cannot be issued to any other person, firm or authority or used by the consultants for any other project. No copies of any document shall be issued to anyone except CGHB and authorized representative of CGHB.

6.12 RESPONSIBILITIES FOR ACCURACY OF PROJECT PROPOSALS

6.12.1 The Consultant(s) shall be responsible for the accuracy of the technical / financial data collected and the documents prepared by him as a part of the project. He shall indemnify CGHB against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the documents including re- investigations etc. as required without any extra cost implication on CGHB.

6.12.2 The Consultant shall fully indemnify CGHB against all or any third-party claims and/or proceeding(s) arising out of or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of anything used for or in connection with the project.

6.13 FORCE MAJEURE CLAUSE

6.13.1 Consultant shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, pandemics, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of CGHB and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is granted by CGHB. If the cause of delay continues for a period of more than 3 (Three) months, CGHB may terminate this agreement by written notice to the consultant without penalty.

6.14 WITHHOLDING AND LIEN OF PAYMENT

6.14.1 Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, CGHB shall be entitled to withhold and also to have a lien to retain in whole or in part, the Performance Security , and or to withhold and have a lien to retain in part or in full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

6.15 GOVERNING LAW, JURISDICTION& DISPUTE RESOLUTION

6.15.1 The agreement shall be governed by the Indian Law for the time being in force and the Courts in Raipur/Bilaspur, Chhattisgarh alone will have jurisdiction to deal with matter arising the refrom.

6.15.2 The consultant shall ensure compliances of labor and other related applicable laws.

6.16 GENERAL:

6.16.1 The scrutiny of the documents/proposals by CGHB, if any, does not absolve the consultants of their responsibility under the agreement. The consultant shall remain solely responsible for technical,

legal and financial soundness of the proposal and other services for all provisions of the contract so as to satisfy the particular requirement of the Project formulation.

6.16.2 The consultant shall note that the fees to be paid as provided herein will be in full discharge of function to be performed by him and no separate claim whatsoever shall be admitted by CGHB in the performance of the functions by the consultant.

6.16.3 While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep CGHB indemnified all the times and shall bear the losses suffered by CGHB in this regard.

6.16.4 The consultant shall appoint and notify a senior officials of his organization as nodal officer to represent the consultant in all the meetings/ presentations with CGHB/Local Municipal Corporation Authorities/State/Central Govt. or any other agency as per the requirement.

6.16.5 All the documents shall be the property of CGHB. The name and logo of CGHB shall be predominantly displayed on all the documents.

6.16.6 Recovery/Penalties if any can be recovered from the consultancy fee/EMD/Performance Security of the other works that the consultant is doing or would be doing for CGHB at that time at any other location.

6.16.7 The Consultant should cooperate fully with any legitimately provided/ constituted/ investigative body, conducting enquiry into processing or execution of the consultancy contract/ any other matter related with discharge of contractual obligations by the consultant.

17 FORECLOSURE OF CONTRACT BY CGHB

17.1 If at any time after the commencement of the work, CGHB for any reason whatsoever, is required to foreclose the work or does not require the whole work thereof as specified in the tender to be carried out, the Executive Engineer shall give notice in writing of the fact to the consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

6.18 SUSPENSION OF WORKS

6.18.1 The consultant shall, on receipt of the order in writing of CGHB, suspend the progress of the works or any part thereof for such time and in such manner as CGHB may consider necessary for any of the following reasons:

- a) On account of any default on part of the consultant, or
- b) For improper execution of the works or part thereof for reason other than the default of the consultant, or
- c) If the work is partly or fully abandoned/suspended by CGHB for any reasons.

6.18.2 The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Executive Engineer.

6.18.3 If the suspension is ordered for reasons (b) and (c) in sub- para (6.18.1)above.

- a) The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
- b) In the event of the consultant treating the suspension as an abandonment of the Contract by CGHB, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

6.19 ARBITRATION

6.19.1 Except as otherwise provided in this contract all question and dispute relating to the meaning of the deliverables and instruction herein before mentioned as to thing whatsoever in any way arising out of or relating to the contract deliverables concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work, or after the abandonment there of shall be referred to the Additional Commissioner for his decision, within a period of 30 (thirty) days of such an occurrence (s). There upon the Additional Commissioner shall give his written instructions and/or decisions, after hearing the Consultant and Engineer In-charge within a period of 15 (fifteen) days of such request. This period can be extended by mutual consent of parties.

Upon receipt of written instructions or decisions of Additional Commissioner the parties shall promptly proceed without delay to comply such instructions or decisions. If the Additional Commissioner fails to give his instructions or decisions in writing within a period of 15 (fifteen) days or mutually agreed time after being requested and/or, if the party(es) is/are aggrieved against the decision of the Additional Commissioner, the aggrieved party may within 30 days prefer an appeal to the Commissioner who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The Commissioner will give his decision within 30 (thirty) days, or such, mutually agreed period.

6.19.2 If any party is not satisfied with the decision of the Commissioner, they can file a petition for resolving the dispute through arbitration in the arbitrationl. The cost of arbitration shall be born equally.

6.19.3 A reference to Arbitration Tribunal shall be no ground for not continuing the work on the part of the Consultant. Payment as per original terms and condition of the agreement shall be continued by the Engineer In-charge in accordance CGHB with approved schedule of payment.

6.19.4 DISPUTE RESOLUTION : Even though there is as mechanism for arbitration, dispute resolution can be done in following manner :-

(i) The matter will be referred to Commissioner Chhattisgarh Housing Board for his consideration and decision.

(ii) If the above appeal fails to resolve the dispute the same will be referred to Secretary Housing And Environment Govt. of CG for arbitration and his decision will be final.

**SEAL AND
OF THE CONSULTANT**

ACCEPTING AUTHORITY SIGNATURE

7. TERMS OF PAYMENT

7.1 PRICE

7.1.1 The consultant shall indicate his most competitive quote (**as per schedule of price**) for the entire scope of work to be delivered within the mutually agreed time frame as stated.

7.1.2 It is hereby clarified that the actual payment to the successful Consultant, under the contract, shall be made as per the quoted & approved rate/price (**as per schedule of price**).

7.1.3 The quoted & approved rate/price shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.

7.1.4 **No price variation / Over-run charges** on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.

7.2 RATE SCHEDULE

7.2.1 The consultant shall fully understand description and scope of work before quoting. The scope of work and responsibility of the consultant as mentioned under this specification shall be covered within the quoted rate/price.

7.2.2 The consultant shall quote the prices/rates for entire scope of work. Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected.

7.3 SCHEDULE OF PAYMENT

7.3.1 Under the terms of the contract, payments to the Consultant will be made periodically in accordance with the deliverables and as per schedule below:

S.No.	Stage of Payment	Payment Amount (%of Total quotedFee)
A. PROJECT CONCEPTUALIZATION & INITIATION: (35%)		
A1	Conceptualizing the project & finalizing project brief in consultation with the Stakeholders of PPP & Submission of finalized project brief. On approval of Initial screening report & project brief.	10%
A2	Project Master Planning (as per applicable local DCR-Development Control Norms) and Stage-I Cost Estimate for Financial Modeling. On approval of Project Master Plan & Stage-I Cost Estimate for Financial Modeling	15%
A3	Project valuation and Financial Modelling to work out viability / expectations and product-mix. On approval of Project Structure & business model.	10%
B. TRANSACTION ADVISORY / BID PROCESS MANAGEMENT & MARKETING: (65%)		
B1	Preparation & Submission of Draft Tender Documents along with salient features of the project after considering the Financial, Legal and Technical aspects. On submission of Draft Tender Documents.	10%
B2	Submission of Final Tender Documents with suggested changes, if any, along with PIM & floating of tender. On approval of Final Tender Documents & floating of tender.	15%
B3	On completion of Technical & Financial evaluation process of the bidders including evaluation of Bidders' Presentation, if any. On evaluation of bids.	10%

S.No.	Stage of Payment	Payment Amount (%of Total quotedFee)
B4	Final selection of the suitable successful bidder, issuance of LOA and signing of Project Agreement. On final selection & signing of project agreement with the selectedbidder.	10%
B5	Work initiation with legal burden	10%
B6	One year of initiation of work	10%

7.4 a) Payments to the Consultant will be released as per the above schedule. However, for part work done during any stage, payments will be permitted on pro-rata basis. Decision of CGHB will be final and binding in this regard.

b) Any under prepared, incomplete/inadequate or part submittal shall be deemed as invalid submittal. The adequacy of the submittal shall be determined at the sole discretion of the CGHB.

7.5 a. The Consultancy Fee is inclusive of all taxes, charges, royalties etc. and out of pocket expenses incurred by the bidder towards travel, documentation and communication except GST.

b. The Consultancy fee shall also include all expenses of outsourced expert consultancy service which the consultant may engage at his discretion for the purpose of the services under the scope of work.

7.6 CGHB shall deduct 5% (five percent) from each payment of Consultancy Fee and retain the same as "Performance Security" subject to maximum of 5% of the contract value of the assignment. The Performance Security shall be released to the consultant after 6 months of satisfactory completion date of the work and recoveries, if any.

**SEAL AND
OF THE CONSULTANT**

ACCEPTING AUTHORITY SIGNATURE

8. MISCELLANEOUS

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

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

- (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating there to;
- (b) Consult with any Applicant in order to receive clarification or further information;
- (c) Retain any information and/or evidence submitted to the CGHB by, on behalf of and/or in relation to any Applicant; and/or
- (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

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

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

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

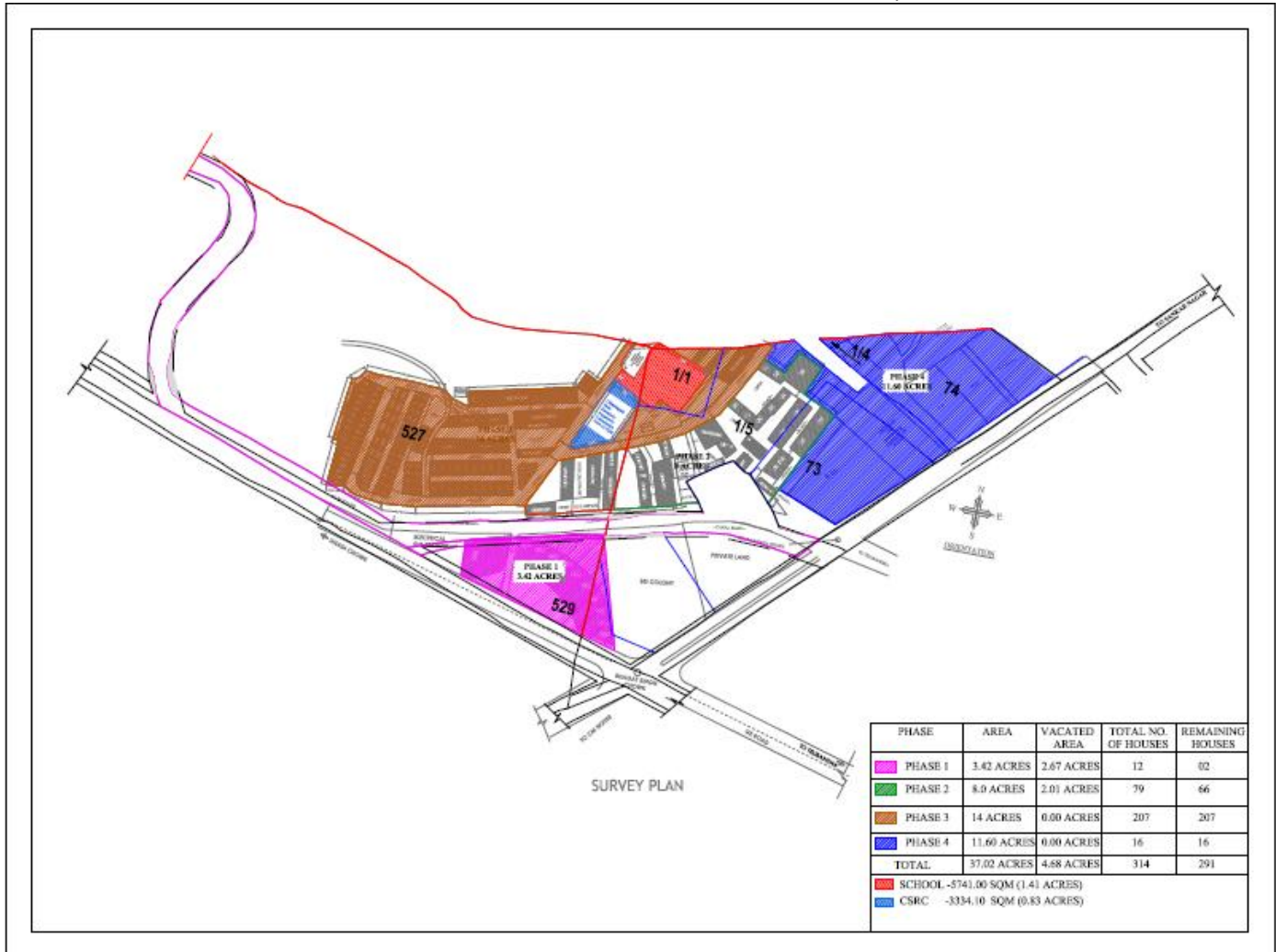
Annexure "A"

9. LIST OF DRAWINGS

S. No.	Title	Drawing
1	MAP SHOWING LAND DETAILS AND OLD EXISTING STRUCTURES FOR SITE OF COMMERCIAL DEVELOPMENT OF LAND AT SHANTI NAGAR, RAIPUR CHHATTISGARH.	01
2	GOOGLE IMAGE OF EXISTING CAMPUS/ LAND FOR PROPOSED COMMERCIAL DEVELOPMENT OF LAND AT SHANTI NAGAR, RAIPUR CHHATTISGARH.	01
(Two Drawings Only)		
3	KHASRA DETAILS AND PHASE DETAILS	

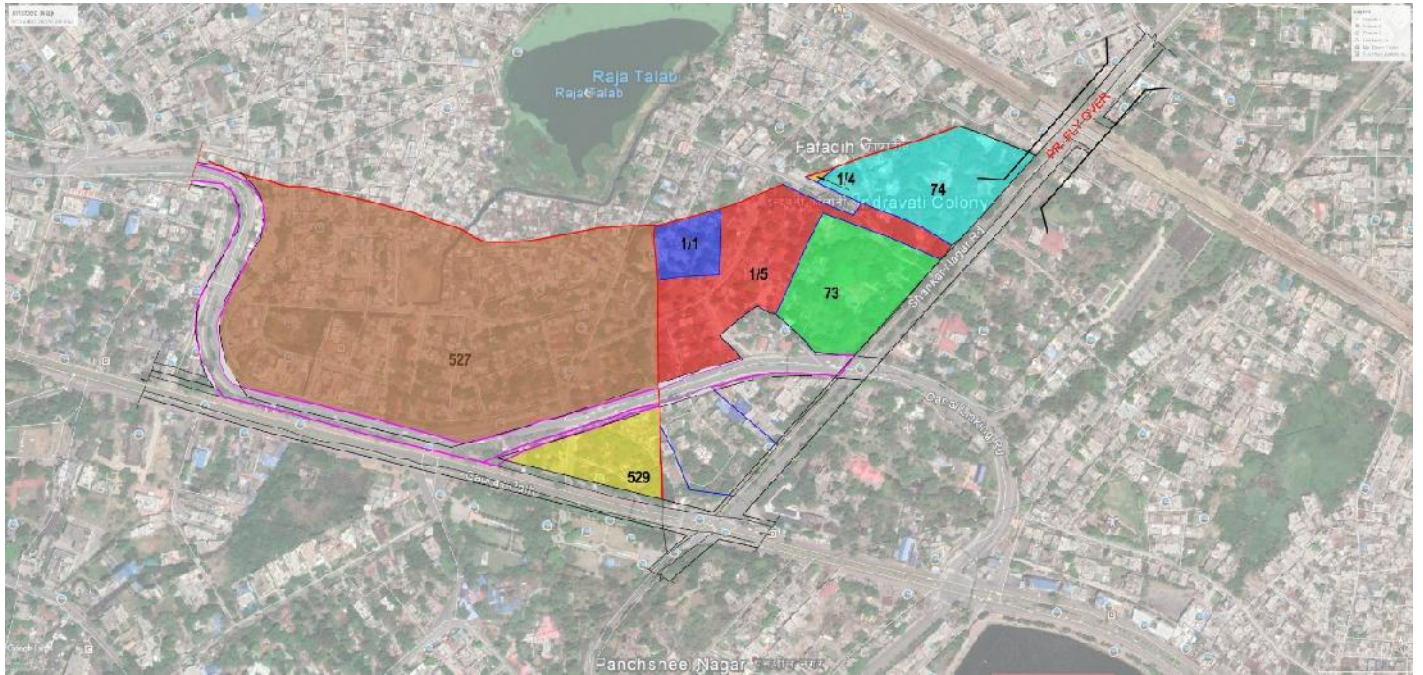
**NAME AND ADDRESS
OF THE CONSULTANT****ACCEPTING AUTHORITY SIGNATURE
(EE, CGHB, Div-2)**

**MAP SHOWING LAND DETAILS AND OLD EXISTING STRUCTURES FOR SITE OF
PROPOSED COMMERCIAL DEVELOPMENT OF LAND AT SHANTI NAGAR, RAIPURCHHATTISGARH.**



Chhattisgarh Housing Board

**GOOGLE IMAGE OF EXISTING CAMPUS/ LAND OF
PROPOSED COMMERCIAL DEVELOPMENT OF LAND AT SHANTI NAGAR, RAIPURCHHATTISGARH**



Chhattisgarh Housing Board

Annexure "B"

10. SCHEDULE OF PRICE**Note:**

1. Financial offer has to be **quoted online only**.
2. The bidders are required to quote their rates in "**Lump-sum**" as consultancy fee for providing complete consultancy services as per the detailed scope of work for Integrated Development of Land at Shanti Nagar, Raipur (C.G.). The rates to be quoted should be exclusive of GST.
3. Payment shall be made on the basis of percentage (%) given in Terms of Payment/Schedule of Payment.
4. The payment to the successful Consultant, under the contract, shall be made as per the quoted fee for complete consultancy services.
5. The GST will be applicable & shall be paid to the consultant as applicable. The invoices to be raised by the selected Consultant shall have to be in conformity with the provisions of applicable GST act & rules.

**SEAL AND
OF THE CONSULTANT**

ACCEPTING AUTHORITY SIGNATURE

TECHNICAL PROPOSAL**Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To,

The Executive Engineer

Chhattisgarh Housing Board

Division-2, Sector-2, Shankar Nagar

Raipur C.G.

Distt – Raipur, Chhattisgarh, India. Pin-492001

Email: - getsksahu@gmail.com

Website-www.cghb.gov.in

Phone No. 0771-4054181

Sub: "Appointment & Selection of Project consultant for Technical, Financial & Legal aspects in preparation of Feasibility Study, DPR, Tender document & Agreement, for Integrated Development of Land at Shanti Nagar, Raipur, Chhattisgarh".

Dear Sir,

With reference to your TENDER NO:Dated. I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Appointment & Selection of Project consultant for Technical, Financial & Legal aspects in preparation of Feasibility Study, DPR, Tender document & Agreement, for Integrated Development of Land at Shanti Nagar, Raipur, Chhattisgarh.

1. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the CGHB any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the CGHB to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any Central/ State Government/Semi-Government/CGHB nor have had any contract terminated by any Central/ State Government/Semi-Government/CGHB for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Tender Documents, including any Addendum issued by the CGHB.
 - (b) I/We do not have any conflict of interest in accordance with the Tender Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with any Central/ State Government/Semi-Government/CGHB.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance of the Tender Document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by any Central/ State Government/Semi-Government/CGHB, which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers /employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The EMD of Rs. ----- (Rupees -----) in the form of a Demand Draft is attached, in accordance with the Tender Document.
14. I/We agree and understand that the proposal is subject to the provisions of the Tender Document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 days from the Proposal Due Date specified in the Tender Document.
16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in "Appendix-7".
17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the Provisions of Tender Document.
18. I/We have studied Tender Document and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the CGHB or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted Online Only. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding onus.
20. I/We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

TECHNICAL PROPOSAL

Particulars of the Applicant

1. **Title of Consultancy:**

2 **Title of Project:**

“Appointment & Selection of Project consultant for Technical, Financial & Legal aspects in preparation of Feasibility Study, DPR, Tender document & Agreement of these aspect, for integrated Development of Land at Shanti Nagar, Raipur, Chhattisgarh”.

3 State the following:

Name of Company or Firm: -----

Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):

Country of incorporation: -----

Registered address: -----

Year of Incorporation: -----

Year of commencement of business: -----

Principal place of business: -----

Brief description of the Company including details of its main lines of business

Name, designation, address and phone numbers of authorised signatory of the Applicant:

Name:

Designation:

Company:

Address:

Phone No.:

Fax No.:

E-mail address:

(Signature, name and designation of the authorized signatory)
For and on behalf of.....

Appendix-3

TECHNICAL PROPOSAL**Statement of Legal Capacity**

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

Ref. Date:

To,

The Executive Engineer
Chhattisgarh Housing Board
Division-2, Sector-2, Shankar Nagar
Raipur C.G.
Distt – Raipur, Chhattisgarh, India. Pin-492001
Email: - getsksahu@gmail.com
Website-www.cghb.gov.in
Phone No. 0771-4054181

Sub: Tender Document for "Appointment & Selection of Project consultant for Technical, Financial & Legal aspects in preparation of Feasibility Study, DPR, Tender document & Agreement for these aspect, for Integrated Development of Land at Shanti Nagar, Raipur, Chhattisgarh".

Dear Sir,

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)
For and on behalf of

Appendix-4

TECHNICAL PROPOSAL**AFFIDAVIT**

(On Rs.100/- (Rupees hundred only) Non-Judicial Stamp Paper duly Notarized)

I.....S/o.....Aged.....years.....resident of.....
(address.....)

(For and on behalf of.....), do here by and herewith solemnly affirm / state on oath that:

1. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief.
2. I have not suppressed or omitted any information as is required.
3. I am/we are/ none of our partner or director is neither black listed nor debarred by Govt. of India/Other State Govt. Departments/Chhattisgarh State Govt. Departments / Semi Govt. Departments. (C.G. & Other Govt.)
4. I or any of the partner of the firm or any of the director of the company are neither partner of any such firm or director of any such company which has been debarred/black listed by Government of India/other state Govt. Department/ C.G. State Govt. Departments/ Semi Govt. Departments. (C.G. & Other Govt.)
5. I hereby authorize the CGHB Officials to get all the documents verified from appropriate source(s).
6. I am authorized to sign and file this affidavit on behalf of.....

Deponent (.....)
 Authorized signatory /
 for and on behalf of

(Affix seal)

VERIFICATION

I.....S/o.....do here by affirm that the contents stated in Para 1 to 6 above are true to the best of my knowledge and believe and are based on my / our record.

Verified that this..... date of2019 at (Place).....

Seal of attestation by a Public Deponent

Notary with date(... ..)

Authorized signature/
 for and on behalf of.....

(Affix seal)

Appendix-5

TECHNICAL PROPOSAL
TENDERER'S INFORMATION SHEET

S No.	Particulars	Description
01	Name & Address of the Tenderer with Phone No., email id and Fax no.	
	a) Registered Office	
	b) Administrative Office	
02	Nature of constitution of Tenderer Firm (Whether individual, proprietorship, partnership firm, company registered under Companies Act, LLP) (Enclose registration certificate, Partnership Deeds etc.)	
03	Date and Place of Incorporation:	
04	Name and address of the proprietor/partner/Directors	
05	Details of authorized signatory/nominated representative for this TENDER response:	Name Position Telephone Direct Mobile Email Address Postal Address
06	Other place of business with full address	
07	Details of Registration	
	a) Shops & Office Establishment License	
	b) GST Registration Number	
	c) Income Tax PAN number	
	Enclose the photo copies of the documents duly sealed and signed by the notary	
08	Date of Commencement of Business	
09	Last three year's Turnover and profit/loss as per balance sheet (Enclose a copy of Turnover certificate by Chartered Accountant along with duly notarized provisional balance sheet)	
	Financial Year	Turnover (Rs. In Lakhs)
	2017-18	
	2018-19	
	2019-20	

AVERAGE ANNUAL TURNOVER		
10	Previous Experience of successfully completed total number of such Projects of similar nature either with Central/State Government or PSU sector, in last 7 years.	Give Complete Details in Appendix-2 (part-A)
11	Total Number of Employees on direct payroll	Give Complete Details in Appendix-2 (part-B)
12	Whether blacklisted by any Central or State Government or PSU's or Government organizations/agencies in past?	
13	Any other relevant Information	

Name of the consultant :
Signature of Authorized Signatory :
Name of Authorized Signatory :
Address :
Phone Number :
Fax Number :
E-mail :
Date :

Appendix-5 [part-A]

Previous Experience of handling Projects of similar nature for Central or State Government or PSU's during last 7 years (Enclose Letter of Award/work order/Agreement & Completion Certificate)

S No.	Year	Name of Project	Client Name	Project cost (Rs. In Lakhs)	Project in brief indicating scale and activities handled etc.

Appendix-5 [part-B]**Manpower Details**

A. Key Personnel's detail:

S No.	Name	Present Designation	Qualification	Experience

TECHNICAL PROPOSAL**Format for Performance Security (Bank Guarantee)**

(On Rs.100/- (Rupees hundred only) Stamp Paper from a Nationalized/Schedule Bank and operatable in Raipur, Chhattisgarh only)

To,

The Executive Engineer
Chhattisgarh Housing Board
Division-2, Sector-2, Shankar Nagar
Raipur C.G. Distt – Raipur, Chhattisgarh, India. Pin-492001
Email: - getsksahu@gmail.com
Website-www.cg hb.gov.in, Phone No. 0771-4054181

1. In consideration of the Chhattisgarh Housing Board Paryavas Bhawan, Sector-19 North Block, Nava Raipur Atal Nagar, Distt- Raipur Chhattisgarh, India. Pin-492002. (hereinafter called "CGHB" which expression shall unless repugnant to the subject or context include its successor and assigns) having agreed under the terms and conditions of Contract awarded to _____ (here in after called "the Contractor" which expression shall unless repugnant to the subject or context include his heirs, executors, administrators and assigns/its successors and assigns) and the CGHB in connection with Contract Agreement No. _____ (hereinafter called "the Said Contract") to accept a Bid Security as herein provided for Rs. _____ from a Nationalized/Scheduled Bank and operatable in Raipur, Chhattisgarh in lieu of the Bid Security deposit to be paid for the due fulfillment by the Contractor as per the terms and conditions contained in the said Contract, We the Bank _____ constituted and established under _____ Act _____ (hereinafter referred to as "the said Bank") and having our Head Office at _____, at the request of Contractor do hereby undertake to pay to the CGHB an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the CGHB by reason of breach or breaches by the said Contractor(s) of any of the terms and conditions contained in the said agreement, and to unconditionally pay the amount claimed by the CGHB on demand and without demur to the extent expressed.
2. We _____ (name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CGHB stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the CGHB by reason of breach by the said contractor of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We _____ (name of Bank) further agree that the Executive Engineer, CGHB, Div-2 Raipur shall be the sole judge of and as to whether the contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the CGHB on account thereof and the decision of the Commissioner, CGHB that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the CGHB from time to time shall be final and binding onus'.
4. We undertake to pay to the Executive Engineer, CGHB, Div-2 Raipur any money so demanded notwithstanding any dispute or disputes raised by the Contractor/supplier in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this security bond shall be a valid discharge of our liability for payment there under and the contractor /supplier shall have no claim against us for making such payment.

5. We, _____(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the CGHB under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Commissioner, CGHB certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____we shall be discharged from all liability under this guarantee there after.
6. We _____(indicate the name of the Bank) further agree with the Executive Engineer, CGHB, Div-2 Raipur shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the CGHB against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or commission on the part of the CGHB or any indulgence by the CGHB to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor/Supplier(s).
8. We, _____(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CGHB in writing.
9. This guarantee is valid till _____unless a suitable action to enforce the claim under this guarantee is made within 6 (six) months from _____all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Dated this _____day of _____
for and on behalf of the Bank

The above Guarantee is accepted by the CGHB. For
and on behalf of the CGHB

Dated: _____

(Name and Designation)

Appendix-7

TECHNICAL PROPOSAL**FORM OF POWER OF ATTORNEY FOR TENDERERS**

And

Authorization of person for carrying out necessary activities
(On Rs.100/- (Rupees hundred only) Non-Judicial Stamp Paper duly Notarized)

KNOW ALL MEN BY THESE PRESENTS THAT I/ WE, M/s having its Registered Office (s)/Head Office(s)at(hereinafter called the "Tenderer" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby authorize Shri..... S/o..... Resident of..... (hereinafter referred to as the Authorized Representative) to exercise all or any of the powers for and on behalf of the Tenderer in regard to TENDER document No.....for for which TENDER have been invited by the CGHB.

That the above said Shri..... , among other things in relation to the TENDER notice no..... issued by CGHB, is authorized to undertake the following acts for and on behalf of the Tenderer:

- (i) To submit proposal, participate and negotiate in respect of the aforesaid Bid – Specification of the CGHB.
- (ii) To negotiate with CGHB the terms and conditions for award of the TENDER and to sign the Agreement with the CGHB.
- (iii) To do any other act or submit any document related to the above.
- (iv) To receive, accept and execute the Agreement for and on behalf of the "Tenderer".
- (v) To submit the TENDER Performance security in the form of an unconditional irrecoverable Bank guarantee in the prescribed format and as per terms of the TENDER.

ALSO, THAT it is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the Defect or liability period in terms of the TENDER.

THAT the Tenderer hereby agrees and undertakes to ratify and confirm to whatsoever the said authorized representative of the Tenderer quotes in the bid, negotiates and signs the agreement with the CGHB and / or proposes to act on behalf of the Tenderer by virtue of this Power of Attorney and the same shall bind the Tenderer as if done by the Tenderer itself.

IN WITNESS THEREOF the Tenderer as aforesaid has executed these presents on thisday of

For and on behalf of M/s.....

(Tenderer)

Signature with Seal

.....

Signature of Shri (Holder of power of attorney)

Attested by:

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (fifty) and duly notarized 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.

Appendix-8

TECHNICAL PROPOSAL

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments [#]
					Name of Firm	Employed Since	
1	2	3	4	5	6	7	8
Team Members							
1	Team Leader And PPP expert						
2	Financial Expert						
3	Legal Expert						
4	Other Experts and Team member						

#Eligible Assignments:

1. Means assignments done in Power Sector, Road & Highway Sector, Real Estate Development Sector, Railway Station Development Projects, Railway Staff Colony Re-development Projects, Metro Rail and Real Estate Developments, Ports and Airports Sectors, Infrastructure Development Projects etc.
2. Refer Appendix 10 Experience of Key Personnel
3. Midterm change will not allowed without prior written permission of Commissioner Chhattisgarh Housing Board. Any replacement should possess are requisite as sought in tender documents.

Appendix-9

TECHNICAL PROPOSAL

Experience of the Applicant#

S. No.	Name of Project	Experience of similar project	Estimated capital cost of Project (in Rs)	Payment received by the Applicant (in Rs)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

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

The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Appendix-11

Supporting documents should be attached for the experience claimed.

Appendix-10

TECHNICAL PROPOSAL

Experience of Key Personnel@

Name of Key Personnel:

Designation:

S.No.	Name of Project*	Name of Client	Estimated capital cost of project (in Rs. cr.)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

@ Use separate Form for each Key Personnel.

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

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

Appendix-11

TECHNICAL PROPOSAL**Eligible Assignments of Applicant**

Name of Applicant:	
Name of the Project:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore):	
Payment received by the Applicant as consultancy fee (in Rs. crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

Appendix-12

TECHNICAL PROPOSAL**Eligible Assignments of Key Personnel**

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Other particulars	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs. crore)	
Start date and finish date of the services (month/year):	
Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.	
(Signature and name of Key Personnel)	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

Appendix-13

TECHNICAL PROPOSAL**Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Employment Record:

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

7. List of projects on which the Personnel has worked

Name of project	Description of responsibilities

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

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

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

(Signature and name of the Key Personnel)

Place.....

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

Notes:

1. Use separate form for each Key Personnel.

2. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm.

Appendix-14

TECHNICAL PROPOSAL
PRE-CONTRACT INTEGRITY PACT

(On Rs.100/- (Rupees hundred only) Non-Judicial Stamp Paper Duly Notarized)

1. GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on.....day of the month.....20....., between, the Government of Chhattisgarh acting through Shri. (Designation of the officer, _____ Department) Government of Chhattisgarh (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.represented by Shri.....Chief Executive Officer (hereinafter called the "TENDERER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/has offered.

WHEREAS the TENDERER is a Private Company / Public Company / Government Undertaking / Partnership /Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the TENDERER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, 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 Contract to be entered into with a view to:

Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or Immaterial benefit or any other advantage from the TENDERER, 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.

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

All the officials of the BUYER will report the appropriate Government office any attempted or completed branches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the par of such official(s) is reported by the TENDERER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF TENDERERS

The TENDERER commits itself to take all 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:

The TENDERER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, 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.

The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER 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 favour or disfavor to any person in relation to the contract or any other contract with the Government.

The TENDERER further confirms and declares to the BUYER that the TENDERER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the TENDERER, 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.

The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER 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.

The TENDERER 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.

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

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

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

The TENDERER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

The TENDERER 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 TENDERER's exclusion from the TENDER process.

If the TENDERER makes incorrect statement on this subject, TENDERER can be disqualified from the TENDER process or the contract, if already awarded, can be terminated for such reason.

6 EARNEST MONEY (SECURITY DEPOSIT)

Every TENDERER while submitting commercial bid, shall deposit an amount as specified in TENDER as Earnest Money with the BUYER through any of the following instruments:

- (i) Bank Draft in favour of EE ,CGHB, Div-2 Raipur.
- (ii) A confirmed security deposit in shape of bank guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the.....(BUYER)..... on demand within seven working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the TENDER)

The Security Deposit shall be valid up to a period of six months or the complete conclusion of the contractual obligations to the complete satisfaction of both the TENDERER and BUYER, including warranty period, whichever is later.

In the case successful TENDERER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

No interest shall be payable by the BUYER to the TENDERER on Earnest Money/Security Deposit for the period of its currency.

7 SANCTIONS FOR VIOLATIONS

Any breach of the aforesaid provisions by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the BUYER 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 TENDERER. However, the proceedings with the other TENDERER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.
- (iv) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the TENDERER and the TENDERER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.
- (vi) To debar the TENDERER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this pact by TENDERER(s) to any middlemen or agent or broken with a view to securing the contract.
- (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the TENDERER, the same shall not be opened.
- (ix) If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filling of TENDER. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the TENDERER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is so longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (x) The TENDERER 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 BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the TENDERER. The TENDERER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.

The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Monitor(s) appointed for the purpose of this pact.

8 FALL CLAUSE

The TENDERER undertakes that if 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 Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the TENDERER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the BUYER, if the contract has already been concluded.

9 INDEPENDENT MONITORS.

This BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this pact.

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.

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

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall be under contractual obligation to treat the information and documents of the TENDERER/Subcontractor(s) with confidentiality.

As soon as the Monitor notices, or has reasons to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/TENDERER and, should the occasion arise, submit proposals for correcting problematic situations.

10 FACILITATION OF INVESTIGATION

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

11 LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the High Court Chhattisgarh.

12 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 any other law in force relating to any civil or criminal proceedings.

13 VALIDITY

The validity of this Integrity Pact shall be from the date of its signing and extend up to six months or the complete execution of the contract to the satisfaction of both the BUYER and the TENDERER/Seller whichever is later. In case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

14 The parties hereby sign this Integrity Pact at on

BUYER	TENDERER
Name of the Officer :	:
Designation :
Department/PSU : Chhattisgarh Housing Board

Witness:	
1	1
.....
.....
2	2
.....
.....