

REQUEST FOR PROPOSAL

FOR SELECTION OF A TECHNICAL CONSULTANT FOR
PROVIDING
Third Party Quality Assurance (TPQA) CONSULTANCY
SERVICES

FOR
CONSTRUCTION OF GODOWN FOR STORAGE & TRADING of
MINOR FOREST PRODUCE IN VARIOUS ZILLA UNIONS IN
CHHATTISGARH.

RFP No.:_____dated-----/03/2021

Chhattisgarh State Minor Forest Produce (Trading & Development)

Co-operative Federation Limited

"Van Dhan Bhawan", Sector-24, Nava Raipur Atal Nagar
(Chhattisgarh)

Phone :0771-2513100 to 2513110

E-mail :mfpfed.cg@nic.in

Website : <http://www.cgmfpfed.org>

Office in Charge:-

Name : Mr.Ramesh Jangde, IFS

Designation : Deputy GM (Production & Storage)

Mobile no : +91 9424161274

Disclaimer

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd (CGMFPPFED) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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

CGMFPPFED may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document or modify it by uploading the same in the website <https://www.cgmfpfed.org/new/contactus.php>

Data Sheet

S. N.	Description	
1	Type of Technical proposal required	Lowest Estimated Total Billing Amount (ETBA)
2	Last Date of Receipt of Pre-proposal Query	Date: 19/03/2021
3	Date of Pre-Proposal Meeting	Date: 22/03/2021 Time: 12.00 hrs Venue: Van Dhan Bhawan, Sector-24 Nava raipur, Atal Nagar
4	Last date and time of Submission of proposal (Proposal Due Date)	Up to 16:00 hours (IST); Date: 30/03/2021
5	Opening of Technical proposal	At 16:30 hours (IST) or thereafter; Date: 30/03/2021
6	Date of opening of Financial proposals	To be intimated later
7	Duration of services:	12 Month from this date which can be extended by another terms of one year
8	Earnest Money Deposit	Rs 1,00,000/- (Rupees one Lakh Only) in the form of DD drawn on Nationalised/Scheduled bank in favour of "Managing Director, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation payable at Raipur"
9	Validity of proposal	180 days from due date of Submission of proposal.
10	Representative/Contact Person of CGMFPFED	The Deputy General Manager (Production & Storage) Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd (CGMFPFED) "Van Dhan Bhawan", Sector-24, Nava Raipur Atal Nagar (Chhattisgarh) Phone :0771-2513100 to 2513110
11	Name and Address where queries/correspondence concerning this Request for proposal is to be sent	Deputy General Manager (Production & Storage) Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd (CGMFPFED) "Van Dhan Bhawan", Sector-24, Nava Raipur Atal Nagar (Chhattisgarh) Phone :0771-2513100 to 2513110E-mail : mfpfed.cg@nic.in
12	Address where Bidders must submit proposal at the	Managing Director Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd(CGMPFED) "Van Dhan Bhawan", Sector-24, Nava Raipur Atal Nagar (Chhattisgarh) Phone :0771-2513100 to 2513110E-mail : mfpfed.cg@nic.in

SECTION 1

INVITATION TO SUBMIT PROPOSALS AND INSTRUCTION TO BIDDERS

INTRODUCTION

1. Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd (CGMFPPFED) is an apex organization with three tier co-operative structure comprising of an state level Apex body, 31 District Unions and 901 Primary Forest Produce Co-operative Societies. At present there are about 10300 collection centres (called Phads) of Tendu leaves spread over the length and breadth of the state and approximately 13.76 lakhs Minor Forest Produce gatherer families. Federation is responsible for all aspects relating to management, development and trade of minor forest produce sector in the state.
2. As part of this CGMFPPFED proposes to construct Godowns for the storage of the minor forest produce at various zilla unions within the State of Chhattisgarh. Therefore to supervise the construction activities of the proposed Godowns, the CGMFPPFED desires to appoint a third part quality assessment Consultant (“the Project”).

SI.NO	Location	No of Godowns
1	Bilaspur	1
2	Raigarh	1
3	Bharatpur	8
4	Jagdapur	6
5	Kondagaon	4
6	Sarguja	8
7	Surajpur	4
	Total	32

Note : The details mentioned above show tentative locations of the Godowns as well as the requirement of the Site and Senior Engineers. However , the details given above are tentative and may change as per the requirement of site and the actual requirement of the Employer.

INVITATION TO SUBMIT PROPOSALS

3. CGMFPPFED invites detailed proposals from eligible technical consultants (“Bidder”) for providing Third Party Quality Assurance Services for construction of Godowns and related infrastructure at various Zilla Unions in the State of Chhattisgarh (“the Assignment”), in prescribed format set out in the RFP.

MINIMUM EGIBILITY CRITERA

4. The Bidders eligible for participating in the Assignment shall be a single Business Entity having undertaken and completed Third Party Quality Assurance Consultancy Services involving independent review and approval of designs and drawings, day to day supervision, monitoring of progress and quality of construction, erection and installation work, reporting and ensuring compliance by the executing agency with the Design and Specifications during Implementation

period for building constructions and related infrastructure fulfilling each of the following requirements –

- (1) Minimum experience in last 7 years commencing from 30.10.2013 as Third party quality assurance consultancy services for at least one completed project, with minimum cost of project of Rs. 40 Crore OR two completed projects of minimum 25 crores for construction of building and other related infrastructure works development.
 - (2) Should have an average annual turnover of at least INR 50 lakh only in last three financial years (2017-2018, 2018-2019, 2019-2020) from Third Party Quality Assurance Consultancy Services.
 - (3) The third part quality assurance shall mean supervision, quality control, monitoring and billing of the work.
 - (4) Work executed for Government or public sector undertaking or local bodies only shall be considered subject to submission of copy of work order, agreement and completion certificate issued by the client.
- 4.1 For the purpose of this RFP document, a Business Entity shall mean a sole proprietorship firm¹ / registered partnership firm² / a company³ registered in India under the Companies Act 1956.
- 4.2 Consortia shall not be eligible.
- 4.3 Experience of a bidder as as a member of consortia, for any project/work shall not be considered.
- 4.3 Any entity, which has earlier been barred by the CGMFPPED, Government of Chhattisgarh (GoC), or any PSU /Authority /local body of state government of Chhattisgarh India (SG) from participating in its projects and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.
5. The RFP document can be downloaded from the web site <https://www.cgmfpfed.org/> and be used provided that while submitting the proposal it should be accompanied with a non-refundable processing fee in the form of a crossed Bank Draft for Rs. 5000 (Indian Rupees Five Thousand only) from a scheduled bank of India, in favour of the Managing Director, CGMFPPED, payable at Raipur towards the Processing fee. The proposal without the processing fee will not be considered for evaluation.
6. CGMFPPED intends to appoint a single entity for the assignment as per RFP. The aggregated block cost of the proposed project is expected around 50 cr. This cost is tentative, which may vary. However, CGMFPPED shall have the discretion to increase or decrease the scope of services under the assignment.
7. The day to day duties shall be performed by the site engineer In charge of the Work. However, in case of technical and co-ordination issues it will be the duty of the team leader to coordinate with the Site Engineer & the respective DM, Zila Unions to deal the case on behalf of the client/employer.
8. The Team Leader shall be overall in charge and shall be responsible for mostly Monitoring & Supervision issues and other technical decisions. He shall also coordinate with respective officers of client and CGM cum CCF, DM, Zila Union and Field Staffs. Team leader shall be heading a team of engineers for project in the capacity of engineer in charge. The Site Engineer shall be dealing with the work on day to day basis.

9. The Core Team shall be deployed within 15 days of the written intimation issued by CGMFPFED whereas the TPQA Team shall be deployed within 30 days of written intimation issued by CGMFPFED, as required.

9.1 The general composition of the Consultants Team shall be as follows –

SI.NO	Team Composition	Qualification	Number	Minimum Experience
1	Team Leader	BE/B.Tech. Civil	1	15
2	Site Engineer Civil	BE/B.Tech./Diploma Civil	5	- 5 year in case of BE/ BTech - 7 year in case of 3 year diploma
3	Computer Operator	PGDCA	1	-

¹ A Sole Proprietorship firm should furnish either the Sales/VAT/Service tax or IT returns for the last two financial years as proof of identity.

² A registered partnership firm should furnish registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity.

³ A company should furnish certificate of incorporation and memorandum of association as proof of identity.

- a. However the exact composition of a particular third part quality assurance team shall consist of any or all the above mentioned functionaries depending on the requirement of the project. It could also consist of more than one member of one type of functionaries.

9.2 Maximum age for all the personnel in the team shall be 50 years for Team Leader and 45 years for other team members as on 31.03.2021.

9.3 The bidder is required to submit the CV of the Team leader proposed for deployment as set out in the RFP, which shall be evaluated as provided in the RFP. The personnel proposed in the team shall be required to attend employers office for personal interview at their cost. If a person proposed for any position is not found suitable by employer another CV shall be submitted and the same procedure shall follow till a suitable person for the given position is approved.

- 10 CGMFPFED intends to adopt a single stage bidding process for selection of Technical Consultant for the Assignment. The ToR and the scope of services is set out in Appendix C.
- 11 The Proposals received from eligible technical consultants shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
- 12 The Successful Bidder is required to enter into a Consultancy Agreement with CGMFPFED and the draft of the same is set out in **Appendix D.** The fees shall be paid to the Successful Bidder by CGMFPFED in the manner as set out in the Draft Consultancy Agreement.

- 13 The Consultancy period shall be initially for **12 months** effective from the date of the joining of Team Leader, which can be extended upto 18 months. The consultancy period may further be extended by mutual consent on negotiated terms. However, the team of the given project/s shall continue to work till the completion of that/those project/s. The rates quoted for the project shall remain same for a period of one year. The rates shall be increased by 5% per year over and above the Billing Rates of previous year, for the remaining duration of the consultancy period.
- 14 The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). CGMFPFED reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

15 EARNEST MONEY DEPOSIT (EMD)

- 15.1 Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs.1,00,000/- (Rs. One Lakh only) in the form of a Demand Draft in favour of the DFO, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd, on any scheduled bank, payable at Raipur.

1	Account Holder Name	Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd
2	Bank Name	
3	Address	
4	Account No.	
5	IFSC	
6	MICR	
7	Bank Phone No.	

- 15.2 EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of issue of letter of acceptance to the Successful Bidder. EMD submitted by the Successful Bidder shall be adjusted towards the performance security and retained by CGMFPFED.

- 15.3 EMD shall be forfeited in the following cases:

- a) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- b) if the successful Bidder fails to execute the Consultancy Agreement within the stipulated time or any extension thereof provided by CGMFPFED.

16 CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 16.1 Bidders may request a clarification of any of the issue related to the RFP document up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The responses of CGMFPFED will be uploaded in the website (<https://www.cgmfpfed.org/new/>), without identifying the source of inquiry.

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

17 CONFLICT OF INTEREST

17.1 CGMFPFED policies require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the CGMFPFED's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other CGMFPFEDs, or that may place them in a position of not being able to carry out the assignment in the best interest of CGMFPFED. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and shall not be engaged under any of the circumstances set forth below:

- (i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- (ii) If a consultant is associated with or affiliated to a contractor or manufacturer; or
- (iii) If a consultant is associated with or affiliated to or combines the function of consulting with the firm that prepared the Detailed Project Report (DPR) Architectural Planning or proof checking engineering, design for the project(s) under assignment.
- (iv) If a consultant is owned by a contractor or a manufacturing firm for the projects(s) under assignment. offering services as bidders for the consultant should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the consultant will limit its role to that of a consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by CGMFPFED in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the consultant selected to undertake this assignment will contain an appropriate provision to such effect; or
- (v) If there is a conflict among consulting assignments, the consultant (including its personnel) and any subsidiaries or entities controlled by such consultant shall not be engaged for the relevant assignment.

18 FRAUD AND CORRUPTION

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

- (i) defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the consultant selection process or in contract execution;
 - (b) “fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) “collusive practices” means a scheme or arrangement between two or more bidders, designed to influence the action of any party in a consultant selection process or the execution of a contract;
 - (d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a consultant selection process, or affect the execution of a contract; and
- (ii) CGMFPFED will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (iii) CGMFPFED will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in CGMFPFED-financed activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an CGMFPFED-financed contract; and
- (iv) CGMFPFED will have the right to require that, in consultant selection documentation and in contracts financed by the CGMFPFED, a provision be included requiring bidders to permit the CGMFPFED or its representative to inspect their accounts and records and other documents relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the CGMFPFED.

19 PREPARATION OF THE PROPOSAL

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

the Key Submissions, Technical and Financial proposal. All the documents should be Hard Bound.

- 19.2 a. Bidder's proposal (the proposal) shall consist of three (3) envelopes -

Envelope-1	Key submissions
Envelope-2	Technical proposal
Envelope-3	Financial proposal

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

20.3 Envelope 1: "Key Submissions"

The following documents shall be submitted in Envelope 1 –

- a. Letter of proposal in the prescribed format (**Appendix A**);
- b. A non refundable processing fee as a crossed demand draft is required to be enclosed for an amount of Rs. 5000 (Rupees Five Thousand only) drawn in favor of DFO, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative federation ltd(CGMFPFED) on any scheduled bank, payable at Raipur, Chhattisgarh.
- c. Earnest Money Deposit for an amount of Rs.1,00,000/- (Rs. One Lakh only) in the form of a Demand Draft in favour of the Chief Executive Officer, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd, on any scheduled bank, payable at Raipur.

1	Account Holder Name	Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd
2	Bank Name	
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5	IFSC	
6	MICR	
7	Bank Phone No.	

- d. The EMD shall be valid for 180days from the proposal due date.
- e. Power of Attorney for signing the proposal in the prescribed format (**Appendix – B**).
- f. RFP and draft Consultancy Service Agreement duly signed in blue indelible ink and stamped by the authorised representative of the bidder.

20.4 Envelope 2: “Technical Proposal”

The following documents shall be submitted in Envelope 2 –

- (i) A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form TECH-1.
- (ii) Description of Experience of Bidder to illustrate Experience (Not to exceed A-4 size Three page for each Project) in Form TECH-2. Experience of Third Party Quality Assurance Consultancy (from Project commencement to Completion) should be supported by a certificate from an authority of the rank of Executive Engineer/ General Manager of the client. The certificate should clearly set out the name of the project, activities undertaken, project cost, date of commencement and date of completion of Third Party Quality Assurance Consultancy services. In case the Project cost is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same.
- (iii) Average Annual Turn Over in last three Financial Years from Third Party Quality Assurance Consultancy Services in Form TECH-3. The Turn Over should be certified by the Statutory Auditor/Chartered Accountant. Turn Over not certified by Statutory Auditor/Chartered Accountant or not clearly stating that the turn over relate to revenue received from Third Party Quality Assurance Consultancy Services shall not be considered for evaluation.
- (iv)
 - a. CVs (Curriculum Vitae) of the Team leader proposed for this assignment. It should not exceed four pages (A-4 size) for CV using Form TECH-4. The name, age, nationality, background employment record, and professional experience of nominated expert, with particular reference to the type of experience required for the assignment should be presented in the CV.
 - b. All nominated experts must be Indian nationals. Only one CV should be submitted for the position. Higher rating will be given to nominated expert who are regular full-time employee.
 - c. Expert should confirm that the content of his/her curriculum vitae (CV) is correct and the expert himself should sign the certification of the CV, the same should have counter signature by the authorised representative. However, in particular cases, the CGMFPFED may accept a senior officer of the bidder signing the CVs on behalf of the experts. If, for valid reasons, the expert is unable to do so, and the bidder’s proposal is ranked first, copy of the CVs signed by the expert concerned must be submitted to the CGMFPFED prior to the signing of agreement.
- (v) General approach and methodology, work and staffing schedule in from TECH-5. It should be in maximum ten (10) pages inclusive of

charts and graphs. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment.

(vi) The bidder shall submit a soft copy in CD ROM of all the contents of “Key Submission” and “Technical Proposal” in a separate cover in Envelope – 2

20.5 The Technical proposal shall not include any financial information and any Technical proposals containing financial information shall be declared non-responsive.

20.6 Envelope 3:”Financial Proposal”

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

(i) Remuneration including cost of personnel, all out-of pocket expenses, cost of lodging, boarding, travel, transportation, documentation overhead, all the taxes including GST, cost to company, profits etc.

(ii) The Remuneration corresponding to personnel should also include all the taxes, all out of pocket expenses, their lodging and boarding and local travel etc.

(2) The Financial proposal shall be placed in a sealed Envelope –3 clearly marked by red felt pen “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” If the Financial proposal is not submitted by the bidder in a separate sealed envelope and not duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial proposals non-responsive.

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

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

- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
- b. received all such relevant information as it has requested from CGMFPFED; and
- c. made a complete and careful examination of the various aspects of the Project.

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

21 SUBMISSION , RECEIPT AND OPENING OF PROPOSALS

- (1) All The three envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and Title of the Project, Proposal Due Date and other information indicated in the Data Sheet.
- (2) Proposals must be delivered at the indicated addresses on or before the time and date stated in the Data Sheet or any new date extended by CGMFPFED.

SECTION 2

EVALUATION, AWARD AND SIGNING OF AGREEMENT

1. From the time the proposals are opened till the time the contract is awarded, the bidder should not contact CGMFPFED on any matter related to its Technical and/or Financial proposal. Any effort by a bidder to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the bidder's proposal.
2. No request for alteration, modification, substitution or withdrawal shall be entertained by CGMFPFED in respect of proposals already submitted by the bidder.
3. Prior to evaluation of proposals, CGMFPFED will determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if:
 - (a) It is received by the proposal Due Date including any extension thereof;
 - (b) It is accompanied by the EMD of Rs. 1,00,000/- in the name of M.D., CGMFPFED in accordance with the RFP document;
 - (c) It is accompanied by demand draft of Rs 5,000/- non-refundable processing fee, in the manner as specified in this RFP document
 - (d) It is signed, sealed, hard bound and marked as stipulated in this RFP document;
 - (e) It is accompanied by the Power of Attorney, authorizing a representative of the bidder for signing the proposal;
 - (f) It contains all the information (complete in all respects) as requested in the RFP;
 - (g) It does not contain any condition or qualification;
4. CGMFPFED reserves the right to reject any proposal which is non responsive.
5. CGMFPFED shall evaluate and rank the responsive Technical proposals on the basis of the evaluation criteria and points system specified hereunder. Each Technical proposal will receive a technical score.
6. Bidder whose proposals receive 650 or more points out of 1000 points shall be called for presentation on a date and time fixed and intimated to them.
7. The Project Proponent and Team leader shall deliver the presentation. No other person shall be allowed to deliver the presentation. In case the Project Proponent and Team leader do not attend for making presentation the marks in "PRESENTATION" shall not be given. If only one person out of the two attends, the marks shall be proportionately reduced.
8. The Evaluation of the Technical Proposal shall be done based on the following scoring system -

8.1 Technical qualification of Bidder (400 points)

Experience in Similar Projects (Completed) Eligible projects included in the technical proposal shall be evaluated as given below -

No of Projects	Points
One project	200
More than one project	200+50
for each additional project 50 points subject to max of 400 points	

8.2 Approach & Methodology (200 points)

- a. Understanding (100points) : General understanding of the project requirements; coverage of principal components as requested in TOR; and site visit assessment. Points shall be given as shown below based on these aspects

Criteria	Points
Excellent understanding of objectives, complete coverage of component, evidence of site visit	100%
Very good understanding of objectives, substantial coverage of component, site visit	90%
Good understanding of objectives, substantial coverage of component, no site visit	80%
Average understanding of objectives, general coverage of component	70%
Repeat of TOR, no evidence of independent assessment	50%
Non-responsive	0%

- b. Quality of Methodology (50 points): Points shall be awarded based on the assessment of the inter-relationship of work program and methodology write-up in conformity with the ToR
- c. Innovativeness/Comments on Terms of Reference (25 points): Point shall be awarded based on the evidence of an alternative and unique approach, which would improve the quality of the project.
- d. Work Program (25 points): Work Program should include organization chart; and graphical presentation of work plan (bar chart) and staffing schedule. Work Program shall be assessed on logical sequence of events. The Staffing Schedule shall be assessed on suitability and phasing;

8.3 Personnel (250 points)

- a. Expertise: Separate assessment of the expert shall be done against the expertise and bio data provided. Evaluation will be against the task assigned in accordance with the four main criteria:

Team Leader - 250

- i) General experience such as academic qualifications and number of years in the business (20%);
 - ii) Project related experience based on the number of relevant projects implemented (70%);
 - iii) Whether the expert is a permanent employee which is worth 10%
- 8.4 Presentation: 150 Points: The presentation time shall be 15 mins and another 10 mins for discussion. The Power Point Presentation should focus on the similar experience with photographs/videos of completed projects, approach and methodology, particular to the proposed work.
- 8.5 The Financial Proposal of those Bidders whose Technical proposals after evaluation of presentation receive aggregate points 750 or more out of 1000 points shall be opened after due intimation of date, time and venue of opening of the Financial Proposal to them.

9. OPENING AND EVALUATION OF FINANCIAL PROPOSALS

- 9.1 At the opening of financial proposals, bidders' representatives who choose to attend will sign an Attendance Sheet.

- a. Each Financial proposal will be inspected to confirm that it has remained sealed and unopened.
- b. The mark of each Technical proposal that met the minimum mark of 750 will be opened and read out aloud.

9.2 Evaluation of Financial proposals

- a. Financial proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant financial proposal will be increased by application of the highest unit cost of the omitted item as provided in the other submitted financial proposals.
- b. The Estimated Total Billing Amount (ETBA) for each financial proposal will be computed.

- 9.3 The proposal with the lowest ETBA will be ranked first and shall be declared Preferred Bidder, the next lowest ETBA will be ranked second, and so forth.
- 10 The event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, CGMFPFED shall declare the Preferred Bidder as the Successful Bidder. CGMFPFED will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.
- 11 The Successful Bidder(s) shall execute the Consultancy Agreement within one week of the issue of LoA or within such further time as CGMFPFED may agree to in its sole discretion.
- 12 Failure of the Successful Bidder to execute the consultancy agreement within specified period shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD.
- 13 Notwithstanding anything contained in this RFP, CGMFPFED reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

14 CONTRACT COMMENCEMENT DATE

The contract shall commence from the date of signing. However, the Third Party Quality assurance Services under the Agreement shall commence from the date of deployment of the Team Leader at the Project Location as given by the employer.

SECTION 3

APPENDIXES, TECHNICAL AND FINANCIAL PROPOSAL STANDARD FORMS

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APPENDIX A

LETTER OF PROPOSAL
(On Applicant's letterhead)

The Chief Executive Officer,
Chhattisgarh State Minor Forest Produce
(Trading & Development) Co-operative
federation Ltd (CGMFPPFED)
Raipur - 492001

Dated:

Sub: Selection of a Technical Consultant for providing Third Party Quality Assurance Consultancy Services for Construction of Godowns for storage & trade of Minor Industrial Forest Produce in Various Zilla Unions, Chhattisgarh.

Dear Sir,

- 1 With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.
- 2 All information provided in the **proposal** and in the Appendices is true and correct.
- 3 This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
- 4 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7 We certify that we have not been barred by the CGMFPPFED, Government of Chhattisgarh (GoC), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoC/SG/GoI from participating in its projects.
- 8 I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance the RFP documents;

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 9 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.
- 10 I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
- 11 I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12 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.
- 13 I/ We further certify that no investigation by any regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 14 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 15 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 16 In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the proposal Due Date. We agree not to seek any

changes in the aforesaid draft and agree to abide by the same.

- 17 I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
- 18 The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement.
- 19 I/We offer and attach as specified (i) Non-refundable processing fee of R5,000/- (Rupees Five Thousand Only) in the form of demand draft (ii)EMD of Rs. 1,50000/- (Rupees One Lakh, fifty thousand only) to the Authority in accordance with the RFP Document.
- 20 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the proposal Due Date specified in the RFP.
- 21 I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Date: Yours faithfully,
(Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)
Name and seal of bidder

APPENDIX B

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for selection of TPQA TEAM for construction of Buildings and related land development at Naya Raipur, by the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd,(CGMFPFED) (the “Authority”) including but not limited to signing and submission of all applications, Proposal and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

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

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

For _____
(Signature)
(Name, Title and Address)

FORM TECH-1

DETAILS OF BIDDER
(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business
(Please attaché certified copy of registration of Firm)

2. Details of individual(s) who will serve as the point of contact / communication for CGMFPFED with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address along with Pin code :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

FORM TECH-2

**DESCRIPTION OF EXPERIENCE OF BIDDER TO
ILLUSTRATE QUALIFICATIONS (NOT TO EXCEED THREE PAGE FOR EACH
PROJECT)**

(Please provide information only for a project for which your firm was legally contracted by the client as a Corporate entity)

(1)	Project Name:	
(2)	Project Location and Country:	
(3)	Project Cost :	
(4)	Name of Client :	
(5)	Start Date (Month/Year):	
(6)	Completion Date: (Month/Year)	
(7)	Name of Associated Firm(s), if any:	
(8)	Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
(9)	Detailed Narrative Description of Project:	
(10)	Detailed Description of Actual Services Provided by the firm:	
(11)	Professional Staff Provided by the Firm: No. of Staff:	
(12)	No. of Person-Months:	
(13)	Responsibilities of the firm	
(14)	Approx. Value of Services (INR):	
(15)	No. of Person-Months of Professional Staff Provided by Associated Firm(s):	

Note: The following supporting documents should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation

-

- a. Experience of Third Party Quality Assurance Consultancy (from Project commencement to Completion) should be supported by a certificate from the by the client from an officer of not below the rank of Executive Engineer or General Manager. The certificate from the client should clearly set out the name of the project, activities undertaken, project cost.
- b. In case the Project cost is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same.

FORM TECH-3

**AVERAGE ANNUAL TURN OVER IN LAST THREE FINANCIAL YEARS
FROM THIRD PARTY QUALITY ASSURANCE CONSULTANCY SERVICES**

Financial Year	Turn Over from Project Management Consultancy Services (` in Lacs)
2017-18	
2018-19	
2019-20	
Total	
Average Annual Turn Over	

Note: The Turn Over should be certified by the Statutory Auditor/Chartered Accountant. Turn Over not certified by Statutory Auditor/Chartered Accountant shall not be considered for evaluation.

FORM TECH-4

CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL MAXIMUM AGE FOR THE PERSONNEL SHALL BE 50YEARS FOR TEAM LEADER

As on 31.12.2020

1.	PROPOSED POSITION FOR THIS PROJECT (ONLY ONE CANDIDATE SHOULD BE NOMINATED FOR EACH POSITION)	:	
2.	NAME	:	
3.	DATE OF BIRTH	:	
4.	NATIONALITY	:	
5.	PERSONAL ADDRESS	:	
	TELEPHONE NO.	:	
	FAX NO.	:	
	E-MAIL ADDRESS	:	
6.	EDUCATION (The years in which various qualifications were obtained must be stated)	:	
7.	OTHER TRAINING	:	
8.	LANGUAGE & DEGREE OF PROFICIENCY	:	
9.	MEMBERSHIP IN PROFESSIONAL SOCIETIES	:	
10.	EXPERIENCE In SIMILAR PROJECT & SIMILAR WORK	:	
11.	EMPLOYMENT RECORD FROM TO EMPLOYER POSITION HELD AND DESCRIPTION OF DUTIES	:	(Starting with present position, list in reversed order every employment held and state the start and end dates of each employment.) along with the contact numbers/mail id's of a reference person of the employer whom the candidate has worked under for last 3 years. (Clearly distinguish your " employer " as an employee of the firm from a " Client " for whom you have worked as a consultant or an adviser.)
12.	DETAILED TASKS ASSIGNED (In this column, list tasks one by one and support each task by project experience in the right hand side column.)	:	WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED. (In this column, list project name, location, year, position held, i.e., Team Leader, Hydrologist, Agricultural Economist, etc. and exact duties rendered and time spent on each project.)

13.	<p>CERTIFICATE (Please follow exactly the following format. Omission will be seen as non-compliance)</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this bio data correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>I have been employed by [name of the firm] continuously for the last (12) months as regular full time staff (indicate yes or no in the following boxes):</p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>SIGNATURE: DATE OF SIGNING: Day Month Year </p>
------------	---

FORM TECH-5

**GENERAL APPROACH AND METHODOLOGY, WORK
AND STAFFING SCHEDULE**

Technical approach, methodology and work plan are key components of the Technical Proposal. The Consultant is suggested to present their Technical Proposal (not more than 10 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology: In this chapter Consultant should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. They should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. They should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan: In this chapter they should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) Organization and Staffing: In this chapter they should propose the structure and composition of their team. They should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

FORM FIN-I

**Format for Financial Proposal
(On the letterhead of the Bidder)**

Having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of work for the Project as set out in this RFP document, we are pleased to quote the following Estimated Total Billing Amount for the Assignment:

1. ESTIMATED TOTAL BILLING AMOUNT

S. No.	Position	No of Positions	Billing Rate per month		Tentative Duration of Deployment (Months)	Estimated Total Billing Amount (INR)
			in Figure	In Words		
(1)	(2)	(3)	(4)		(5)	(6)=(3)*(4) * (5)
1	Team Leader	1			12	
2	Site Engineer	5			12	
3	Computer Operator	1			12	
A.	Total					
B.	Add Lump sum 15% over for office and site supervision Expenses					
C.	Estimated Total Billing Amount (ETBA) of Financial proposal = A + B					

Estimated Total Billing Amount (ETBA) of Financial proposal in words:-----

- We confirm that the rate quoted above are inclusive of all applicable taxes including GST, cess and levies except service tax and also inclusive of all office and site supervision expenses which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation, communication etc and head office overheads. (“Office and Site Supervision Expenses”)
- We understand that the fees shall be computed and paid subject to the conditions of service Agreement, by CGMFPFED on the basis of actual time spent by the personnel in performance of the services at the Estimated Billing rates approved by CGMFPFED after adding a lump sum amount of 15% and deducting taxes at source as per applicable law In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Yours
faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory) Name and seal of bidder

Note : The members as detailed above may also vary and could be placed anywhere in the State of Chhattisgarh. In case of such changes also the rates as quoted in the RFP shall remain fixed and nothing extra shall be payable to the consultant.

TERMS OF REFERENCE AND SCOPE OF CONSULTING SERVICES

A. ORGANIZATIONAL SET UP

1. The Third Party Quality Assurance Consultancy Team shall comprise of a Core Team inclusive of Team Leader and Site Engineers. The Core Team shall be responsible for overall supervision, coordination and management of all the projects assignment.
2. The Team Leader shall be the head of the Core team and all other members of Core Team and the members shall work under his supervision and control. Team leader will be stationed at the CGMFPFED Head Quarter at Nava Raipur and will be assisted in Computer Operator. The Necessary Hardware and Software shall be provide by the project proponent.
3. The given TPQA may be deployed for the project locations depending on the quantum of works and value of the project. Also, the composition of the team and the man month of each of the Team Member in a TPQA team shall be determined on the basis of work proximity, work load by CGMFPFED in consultation with the Team Leader and further that any given Team Member may also be deployed to work simultaneously for more than one project sites depending on the quantum of work. M.D., CGMFPFED decision in this matter shall be final.
4. The Team Leader shall be deployed within 15 days of the written intimation issued by CGMFPFED whereas the rest of the TPQA team shall be deployed within 30 days of written intimation issued by CGMFPFED, as required.

a. Core Team - It shall comprise of :

S I · N O	Team Composition	Qualification	Number	Minimum Experience
1	Team Leader	BE/B.Tech.Civil	1	15
2	Site Engineer Civil	BE/B.Tech./Diploma Civil	15	5/7

- b. However the exact composition of a particular TPQA team shall consist of any or all the above mentioned functionaries depending on the requirement of the project. It could also consist of more than one member of one type of functionaries.

5. Deployment of Personnel

- 5.1 The personnel of Core Team shall not be replaced during the service agreement period except on any unavoidable circumstances.

6. Replacement

6.1 Should it become necessary due to unavoidable circumstance to replace a personnel of the Core Team or a member of the TPQA team specified by name the consultant shall forthwith provide a replacement acceptable to the CGMFPPED with comparable or better qualifications and an interview shall be conducted by CGMFPPED at a location specified by the employer, with no extra cost with that replaced personnel. The personal shall only be engaged after approval of CGMFPPED. In the event that the person replaced is, at the time of replacement, in the field, the consultant shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration allowable for such replacement shall be the same as agreed between the CGMFPPED and the consultant for the person being replaced.

6.2 In the event that any of the personnel is found by the CGMFPPED to be incompetent, or guilty of misbehaviour or incapable in discharging the assigned responsibilities, the CGMFPPED may request by giving a notice of 30 (Thirty) days to the consultant, at the expense of the consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the CGMFPPED.

6.3 In the event that service of any of the personnel is found by the CGMFPPED to be not up to the satisfaction in discharging the assigned responsibilities, the CGMFPPED may request the consultant, at the expense of the consultant, to forthwith provide a replacement within 30 (Thirty) days with suitable qualifications and experience acceptable to the CGMFPPED.

6.4 The decision of CGMFPPED is such as event shall be final and binding on the consultant.

7. Deployment Schedule

The position, the numbers and duration of deployment of personnel as shown in the Form FIN-1 are indicative only. The number of positions in a given TPQA team and duration of deployment of personnel shall be decided and reviewed and adjusted from time to time by CGMFPFED in consultation with the consultant, as may be appropriate for efficient performance of services provided that such adjustment shall be within the ETBA. The consultant shall cause adjustment in the deployment schedule without delay.

A. OFFICE SETUP

1. CGMFPFED shall provide freely a built-up office space/furniture near the project sites along with free of charge along with electricity and water supply. However all necessary stationary conveyance, printing costs shall be born by the consultants on their own.
2. The Consultant, at its own cost procure install, operate, maintain office equipment's such as computers (Desktops and Laptops), Printers (A-3 and A-4 size), Fax machine, UPS and other peripherals and all consumables as required for efficient discharge of duties.
3. The Consultant shall procure latest versions of licensed Software including Windows, Microsoft Office, AutoCAD, Microsoft Project or Primavera etc and antivirus software for the project period.
4. The Consultant shall procure and keep it activated, internet connection, telephone connections and mobile cell phones for the members of core team during the project period.
5. The consultant shall procure, operate and maintain at its own cost 4 wheel and 2 wheel motor vehicles for the use of its members during the project period.

B. BROAD SCOPE OF WORK OF PROJECT MANAGEMAEET CONSULTANT

1. The third party quality assurance team of Consultants shall be responsible for supervision, quality assurance and adherence to approved tender cost of the projects during execution & implementation of works at site. The Consultant shall also be responsible for checking the layouts, taking measurements, checking the bills.

2. The Consultant shall assist in obtaining the requisite statutory approvals related to the entrusted works, handing over the completed works to CGMFPFED or its designated agencies on its completion.
3. The TPQM team of Consultants shall also carry out scrutiny to ensure sufficiency of the reports, drawing, designs, estimates, BOQ etc prepared by other consultants engaged by CGMFPFED assisting CGMFPFED in finalising extra items, and architectural and other consultants if required.
4. The Consultant shall be responsible for the day to day supervision of construction works at site quality control, taking measurements, entering measurements in the Measurement Books certifying and finalizing the bill handing over completed works.
5. The Site Engineer of the TPQA team is required to check 100% measurements, and the Team Leader is required to check minimum 10% measurements, along with 20% hidden measurements.
6. The TPQA Team shall check and finalize detailed programme of activities commensurate with the provisions, requirement of labor, materials & samples and delivery of products requiring long lead-time procurement.
7. The TPQA Team shall conduct preliminary interaction with the Execution agency and shall liaison with the design consultant/ proof checking consultant to ensure timely release of drawings well in advance as per the requirement.
8. The TPQA Team shall give particular attention on Durability, Water tightness of roofs, walls, sanitary blocks, Ease of construction at various stages, while finalizing the design /details of the building. The TPQA Team shall also ensure that all the drawings are coordinated drawings incorporating all services etc required for execution purpose.
9. The Team Leader of the TPQA TEAM , shall exercise, perform all the duties, liabilities, functions and obligations as “Engineer-in-Charge” with reasonable skill, care and diligence and also ensure that the works are executed at site strictly as per the design and estimates.
10. The TPQA Team shall be responsible for the field supervision carrying out field tests on materials, structures etc. and obtaining necessary approvals thereon and maintaining adequate records thereof on the forms prescribed by the CGMFPFED. The TPQA TEAM shall ensure to conduct tests on materials/mixes being used for construction such as cement, steel, bricks, mortars,

concretes etc. Essential gauges, instruments etc in the laboratories. should be got calibrated periodically. The TPQA Team shall maintain necessary site records and obtain data in support of the same. They shall carry out field and laboratory tests on materials of construction as well as partially or completely erected structures etc. and maintain adequate records thereof.

10 (a) Sufficient number of external tests shall be conducted on sample basis to ensure the quality construction Such tests shall be conducted in the NABL accredited laboratories and preferably Government Laboratories.

11. The TPQA TEAM shall avoid cropping up of Extra items/ substituted items and deviations should strictly be avoided. However, in unavoidable circumstances extra items/substituted items, deviation the necessary statement duly supported by justification and analysis of rates shall be submitted as per RES formats or any other formats approved by MD, Zila Union
12. The Consultant shall suggest modifications, if any, due to site conditions and submit the recommendations along with cost variations on account of the same to MD, Zila Union for approval.
13. The Team Leader shall be responsible for the planning and monitoring progress by using modern methods of control such as computerized PERT / CPM(either by Primavera or MS-Projects), submission of progress reports of work executed monthly. Both financial and physical progress reports with reference to prefixed targets will be prepared. Constant review of progress within present time and cost parameters will have to be done. The consultant shall suggest improvements from time to time. The consultant should inform to M.D., Zila Union, CGM cum CCF and M.D., CGMFPEFED of the progress of the project vis-à-vis PERT/CPM controls on a fortnightly basis.
14. The TPQA Team through the TPQA TEAM shall ensure adherence of safe working procedures at construction site and conduct safety audit at site and shall submit monthly safety audit reports to the MD, Zila Union, CGM & MD, CGMFPEFED non-adherence to the safety instruction, unsafe practices followed by the contractor if any and shall report any accident and its analysis with recommended preventive and corrective actions.

15. The Consultant shall be required to participate in the project review meetings held from time to time by MD, Zila Union, CGM & MD, CGMFPFED, as also to participate in emergency or extraordinary meetings held to deal with any emergency, force majeure event or other exigencies.
16. The TPQA Team shall provide all technical services/ guidance/ advice as may in any way relate to or arise out of the construction of the said work as have been entrusted to the TPQA Team by CGMFPFED.
17. The TPQA Team shall collect and deliver to CGMFPFED any specific written warranties or guarantees given by others, including all required trade contractor guarantees and warranties.
18. The TPQA Team shall prepare a realistic cash flow/ expenses on budget head for the project on available information and update the same as required on a regular basis to reflect the current status.
19. Reconciliation of the quantities for the final bill shall also be done by the TPQA TEAM. The TPQA TEAM shall ensure that all the test reports /certificates, guarantees, warranties bonds are obtained.
20. Verification of work on its completion and issuing completion certificates (virtual as well as actual) for the completed works, so as to enable CGMFPFED to record completion of the works.
21. The consultant shall prepare and submit the “Maintenance Manual” for buildings and all the internal and external services prepared by the contractor/s.

22. Essential Qualification, Experience and Responsibility of the Personnel

31.1 Team: The minimum Educational Qualification, Experience and Responsibility of the Personnel’s in the core team shall be as follows -

Position/number	Team Leader- One number
Educational and Relevant Experience	Graduate in Civil Engineering from recognized University with Minimum 15 yrs of experience in Building construction of which at least 5 years experience in Building Projects-Contract –Management or having experience of working as a Team Leader of construction project of value more than Rs. 20 Crores
Responsibility	<p>He shall be the head of the Project Management Unit/s. He shall -</p> <ol style="list-style-type: none"> 1. Coordinate with all the TPQA TEAM units of individual projects, CGMFPFED and MD, Zila Union and will be single point contact with CGMFPFED. He shall be responsible for the Scrutiny of the drawings and shall provide assistance to CGMFPFED in technical issues. 2. In consultation with the CGMFPFED, MD, Zila Union prepare the procurement plan for all goods works and services to be taken up during the project; and 3. Assist in planning, control and management of the team work; 4. Review and assist in developing implementation schedules and resource requirements; 5. Assist in monitoring progress, evaluating results and identification of resolution of constraints; 6. Coordinate all implementation activities with various stakeholders; 7. Review and finalise the monthly/quarterly reports prepared by the team members; 8. Assist in identifying the physical, institutional and financial data to be analysed to monitor sustainability and impact on Project. 9. Representation of CGMFPFED in various offices & field from CGMFPFED side. 10. Monitor progress of the construction works through computer-aided project management techniques; 11. Review all claims/ modification submitted by the field unit and provide advice to the CGMFPFED of the validity of the modification, the effect of such modification on the construction schedule and the cost of the project. 12. He shall be required to visit all the ongoing sites at least once every month, to ensure that the work is being carried out as per standard quality and the schedule, so as to be completed in time. 13. Any other work assigned by the MD, CGMFPFED.

Position	Site Engineer (Civil) * 7 Nos
Educational and Relevant Experience	Graduate in Civil Engg. Experience in site supervision of construction projects
Responsibility	<ol style="list-style-type: none">1) Day to day supervision and progress monitoring of the implementation work at the site2) Ensure implementation adhering to approved design and drawing3) Ensuring quality of work at site as per standard practice4) Ensure adherence to safety standards at site as per standard practice5) Registering quantum of daily progress achieved at site

The number of each position shall be decided by CGMFPFED in consultation with the Zila Union depending on the size, nature, requirement of the project.

31.3 Any additional expertise if required for the project the same shall be employed with mutual consent.

Appendix D

Draft

Consultancy Agreement

THIS AGREEMENT (“Consultancy Agreement”) is made on the ____th day of _____, 2020 at Naya Raipur.

BETWEEN:

CHHATTISGARH STATE MINOR FOREST PRODUCE (TRADING & DEVELOPMENT) CO-OPERATIVE FEDERATION LTD, (hereinafter referred to as “CGMFPPED” which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

_____ LIMITED, a company incorporated under the provisions of the Companies Act, 1956³ and having its registered office at _____(hereinafter referred to as the “Consultant”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns)of the Other Part

CGMFPPED and the Consultant are collectively referred to as 'Parties' and individually as “Party”.

WHEREAS:

- A. In response thereto proposals were received from several persons including the Consultant. After evaluating them, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No. dated _ was issued.

³ Necessary changes would be made in case the Consultant is a Partnership Firm or sole proprietorship firm

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between CGMFPPED and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services conforming to all statutory requirements with respect to the personnel deployed and providing all appropriate benefits to them and shall be fully responsible for the Services performed by it or on its behalf. The Agreement shall commence on the date it is executed by the Parties.

2. PAYMENT OF FEES

- a. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference in Schedule I (hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement.
- b. In consideration thereof, CGMFPPED will pay to the Consultant fee (hereinafter referred to as “the Fee”) and more particularly described in Clause 2 and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.

2.1 The key deliverables would be as per the following table:

Reports

1. The consultant shall submit 5 hard copies and 2 soft copies in CD ROM the following reports to the CGMFPPED

SI No.	Report	Frequency	Due Date/Time
1.	Inception Report	One time For Core Team and for Each TPQA TEAM	15 days after commencement of services.
2.	Progress Report (Monthly)	Every month	Before 10 th day of the following month
3.	Final Report	One time	Within 15 days of completion of services/contract.

2. The Inception Report shall contain the details of all meetings held with the CGMFPPED, other consultants engaged by CGMFPPED and the contractor and decisions taken therein, the resources mobilised by the consultants as well as the contractor and the consultants’ perception in the management and supervision of the works.

The Report shall also include the Work Programme and Deployment Schedule of Staff.

3. The monthly Progress Report shall contain details of all meetings, decisions taken therein, mobilisation of resources (consultants’ and the contractor), detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures. The report shall also include the photograph of the activities being done at the site. The report should also include safety audit and Environmental safeguard audit report

on the contractor's performance on these aspects. The report shall also contain any other aspect which CGMFPFED may direct from time to time.

4. Final Report

The consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

2.2 The Consultant shall submit to CGMFPFED five (5) hard copies and two (2) soft copies on separate CDs (all drawings in AutoCAD) of all reports/documents to be delivered as per Clause 2.1 above.

2.3 The fee payable by CGMFPFED to the Consultant for the Services shall be computed and paid subject to the conditions of service Agreement, by CGMFPFED on the basis of actual time spent by the personnel in performance of the services at the Estimated Billing rates approved by CGMFPFED after adding a lump sum amount of 15% for office and site supervision Expenses (the Consultancy Fee) and after deducting taxes at source as per applicable law.

2.4 The Consultancy Fee shall be inclusive of all applicable taxes, GST, cess and levies and also inclusive of all office and site supervision expenses which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation, communication etc and head office overheads. ("Office and Site Supervision Expenses")

3. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES

3.1 Performance Security

The Authority shall retain by way of performance security (the "Performance Security"), 5% (Five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recover of liquidated damages as specified herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement.

3.2 Liquated Damages for delay

In case of delay in submission of any deliverable, liquidated damages, not exceeding an amount equal to 0.2% (zero point two percent) of the Consultancy Fee per day, subject to a maximum of 10%) ten percent of the Consultancy Fee, shall be imposed and shall be recovered from the payments due or by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted suitable extension of time may be granted by CGMFPFED.

3.3 Appropriation of Performance Security

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

3.4 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated.

3.5 In the event of total default / failure by the Consultant in providing the Services, CGMFPFED reserves the right to get the Services executed by any other consultant at the cost and risk of the Consultant.

3.6 The TPQA TEAM shall prepare a check list for submissions of bills by the contractor. The TPQA TEAM shall check, verify and submit the bill within seven (7) days of receipt of the bill from the contractor/s.

3.7 The following activities shall **attract penalties which shall be detected from the monthly bill for consultancy services –**

Sr. No.	Activities	Penalty
1	Report Submission	If there is any delay in report submission, CGMFPFED may impose a penalty by deducting upto 1%age on the particular TPQA TEAM unit.
2	Absent from Duties	For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 15 working days in a years or more than 5 working days at one time, the consultant shall deploy a personnel of equal or higher qualification and experience under the intimation to the CEO,CGMFPFED. In the event of the failure of the consultant to do so, a prorate deduction in the fees per working day for the member remaining absent and a penalty of 1% (one percent) of monthly fee, shall be made from the payment due.
3	Delay in Bill Submission	If there is any delay in Bill submission, CGMFPFED will impose a penalty by deducting upto 0.5% of the monthly bill for the TPQA TEAM unit per day of delay.
4	Change of Manpower	If there is any change in manpower <ol style="list-style-type: none"> For Team Leader, CGMFPFED will impose a penalty upto Rs 2.00 lakh (Rupees Two lakh Only) on each change. For TPQA TEAM after confirmation, CGMFPFED will impose a penalty upto Rs 25,000/- (Rupees Twenty Five Thousand Only) on each change.
5	Mistake in measurements due to negligence/intentional	If there is any major mistakes found in taking measurements which is +/- 10% , CGMFPFED will impose a penalty by deducting upto Rs5,000/- (Rupees Five Thousand Only) per mistake.

6	Conduct quality control measures and QA	The CGMFPPED may conduct independent quality monitoring and checking of works carried out by the Consultant. If such checks disclose that works carried out by the Consultant do not meet the specified requirement, the employers will not pay the Consultant fees for the affected portion. In addition, the Consultant will impose a penalty upto 100% of such fee and without entitlement to payment of further fees in this respect.
7	Performance of the team members	<p>If the service of a team member provided by the Consultant is not acceptable to the CGMFPPED, the Consultant shall immediately replace the team member. If the Consultant fails to quickly deploy/replace a team member as instructed by the Employer, the Employer may make temporary arrangement.</p> <p>The temporary deployment/replacement shall be paid by the CGMFPPED with commensurate reduction in the person month scope of the TPQA TEAM Contract. The Consultant shall impose a penalty upto 50% of the cost to the employer of the temporary deployment/ replacement until such time that the Consultant provides an acceptable replacement/ team member.</p>

4. SUSPENSION

CGMFPPED may by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the later fails to perform any of its obligations under this Contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding fifteen (15) days after the Consultant of such notice of suspension.

5. TERMINATION

a. By CGMFPPED

CGMFPPED may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (e) & (f) below, for which there shall be a written notice of not less than Forty Five (45) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause terminate this Contract:

- a. if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 4 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the CGMFPPED may have subsequently approved in writing;
- b. if the Consultants become insolvent or bankrupt or enter into any Contracts with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary
- c. If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings
- d. if the Consultants submit to the CGMFPPED a statement which has a material effect on the rights, obligations or interests of the CGMFPPED and which the Consultants know to be false;

- e. if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or
- f. if the CGMFPPED, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- g. If the Consultant, in the judgment of the CGMFPPED has engaged in corrupt or fraudulent practices in executing the Contract.
- h. In case the contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Consultant to CGMFPPED within thirty days of the termination letter, failing which the same shall be recovered by encashing the existing Bank Guarantee submitted by Consultant.

5.2 By the Consultant

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

- (i) if the CGMFPPED fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute within forty- five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (ii) if the CGMFPPED is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the CGMFPPED of the Consultants' notice specifying such breach;
- (iii) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or
- (iv) if the CGMFPPED fails to comply with any final decision reached as a result of arbitration pursuant to this agreement.

6. CESSATION OF RIGHTS AND OBLIGATION

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, or upon expiration of this Contract all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in this agreement
- (iii) any right, which a Party may have under the Applicable Law.

7. CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 4 or Clause 5 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

8. PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, the CGMFPFED shall make the payments for Services satisfactorily performed prior to the effective date of termination; to the Consultants after offsetting against these payments any amount that may be due from the Consultant:

9. DISPUTES ABOUT EVENTS OF TERMINATION

If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause 4 or in Clause 5 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to this agreement and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

10. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

- a) provide the Services in accordance with ToR as set out in Schedule I;
- b) exercise the degree of skill, care efficiency and diligence normally exercised by members of the profession performing services of a similar nature;
- c) The consultant shall act at all times so as to protect the interest of CGMFPFED and shall take all reasonable steps to keep all expenditure to a minimum with sound professional practices.
- d) be bound to comply with any written direction of CGMFPFED to vary the scope sequence or timing of the Services; and
- e) The consultant shall furnish to the CGMFPFED such information related to the Assignment as CGMFPFED may, from time to time request.

11. CONFIDENTIALITY AND PUBLICITY

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

12. CONSULTANT'S REPRESENTATIVES

The Project Coordinator shall be the representative of the Consultant and shall have authority to act on behalf of the Consultant for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

13. INDEMNITY AND INSURANCE

13.1 The consultant shall take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.

13.2 CGMFPPED undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.

13.3 The consultant shall indemnify at all times, the CGMFPPED from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the CGMFPPED during or in connection in the Services by reason of: (i) infringement or alleged infringement by the consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the consultant.

13.4 The consultant shall indemnify, protect and defend, at consultant's own expense, CGMFPPED, its agents and employees, from and against any and all actions, claims, losses or damages arising out of consultant's failure to exercise the skill and care required under this agreement, provided, however: that consultant is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services; and provided further *that the ceiling on consultant's liability shall be limited to _ETBA approved by CGMFPPED except that such ceiling shall not apply to actions, claims, losses or damages caused by consultant's gross negligence or reckless conduct;

13.5 In addition to any liability consultant may have under this agreement consultant shall, at its own cost and expense, upon request of CGMFPPED, re-perform the Services in the event of consultant's failure to exercise the skill and care.

13.6 The consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) CGMFPPED's overriding a decision or recommendation of consultant or requiring consultant to implement a decision or recommendation with which consultant does not agree; or (ii) the improper execution of consultant's instructions by agents, employees or independent contractors of CGMFPPED.

14 OWNERSHIP OF WORK PRODUCT, COMPUTER PROGRAMS AND EQUIPMENT

All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the consultant and communicated to the CGMFPPED in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the CGMFPPED, and may be made available to the general public at its sole discretion. The consultant may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptable to the CGMFPPED but shall not use the same for any purpose unrelated to the Services without the prior written approval of the CGMFPPED.

All computer programs developed by the consultant under this Contract shall be the sole and exclusive property of the CGMFPPED; provided, however, that the consultant may use such programs for their own use with prior written approval of

the CGMFPPED. If license agreements are necessary or appropriate between the consultant and third parties for purposes of development of any such computer programs, the consultant shall obtain the CGMFPPED's prior written approval to such agreements. In such cases, the CGMFPPED shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

15. FORCE MAJEURE

15.1 If either party is temporarily unable by reason of force majeure to meet any of its obligations under the Contract, and if such party gives written notice of the event within fifteen (15) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues. Neither party shall be liable to the other party for any loss, actually incurred, or damage sustained by such other party arising from any event or delays arising from such event.

15.2 The term "force majeure" shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.

15.3 In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be submitted to arbitration in accordance with provision of this agreement.

16. OTHER CONDITIONS

- 16.1** In the event CGMFPFED desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- 16.2** CGMFPFED shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. CGMFPFED undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the CGMFPFED.
- 16.3** All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with CGMFPFED unless otherwise agreed, between CGMFPFED and the Consultant. CGMFPFED as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- 16.4** Unless otherwise agreed, CGMFPFED shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

17. COMPLIANCE WITH LAWS

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

18. GOVERNING LAW AND JURISDICTION

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

19. DISPUTE RESOLUTION

19.1 Amicable Resolution

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

19.2 Arbitration

a Procedure

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the Chairman CGMFPFED. There upon, the Chairman CGMFPFED, after hearing both the parties shall give his written decision within thirty days. This period can be extended by mutual consent of the parties.

b Arbitration

Upon receipts of written i or decisions, of Chairman, CGMFPFED the parties shall promptly proceed without delay to comply such decisions .If the Chairman fails to give his instruction or decision in writing within a period of 30 days or mutually agreed time or, if the parties is/ are aggrieved against the decision of the Chairman, the aggrieved party may file the petition for resolving the dispute through arbitration in the arbitration tribunal at Raipur within 30 days from the date of issue of the decision of the Chairman, CGMFPFED

c Place of Arbitration

The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

d English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

e Enforcement of Award

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

f Performance during Dispute Resolution

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

20. SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

21. WAIVER

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

- i shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii shall not affect the validity or enforceability of this Agreement in any manner.

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

22. MODIFICATION

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

23. NOTICES

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

- (i) In the case of personal delivery or registered mail, on delivery.
- (ii) In the case of telegrams, 24 hours following confirmed transmission; and
- (iii) In the case of facsimiles, 24 hours following confirmed transmission.

24. TRANSFER OR ASSIGNMENT

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

25. VARIATIONS

CGMFPFED may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services and the Consultant shall be bound to comply with that direction. All such variation shall be in writing.

EXECUTED BY NAYA RAIPUR DEVELOPMENT

AUTHORITY by being signed by a duly authorised officer
in the presence of:

Title: _____

Witness:

EXECUTED BY _____ by being signed by a duly
authorised officer in the presence of:

Title: _____

Witness:
