

SELECTION OF CONSULTANT

FOR CONDUCTING FEASIBILITY, PREPARATION OF DETAILED PROJECT REPORT AND TRANSACTION ADVISORY SERVICES FOR TREATMENT AND REUSE OF WASTE WATER WITHIN EXISTING INDUSTRIAL PARKS IN TELANGANA



Telangana State Industrial Infrastructure Corporation Ltd.

(A Govt. of Telangana State Undertaking)

Parisrama Bhavanam, 6th Floor, Basheerbagh, Hyderabad-500 004

Website: www.tsiic.telangana.gov.in Phone: 040;-23237625/26- Ext:565/561/756

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1 INTRODUCTION

1.1 Background

- 1.1.1 Telangana State Industrial Infrastructure Corporation Limited (TSIIC) Ltd., here after referred as “**Authority**” is a progressive Government Organization responsible for development of Industrial Infrastructure in the Industrial Parks of TSIIC in the State of Telangana. The Authority is known for creating landmark infrastructure projects in the Telangana State, which are fuelling for the economic growth of Telangana State. As such, the role of TSIIC is that of a facilitator for Mega Infrastructure Projects (like NIMZ, Pharma City, Mega Food Park, Textile Parks etc.) apart from Industrial Parks developed on its own.
- 1.1.2 The Supreme Court via its judgment dated 22.02.2017 directed that CETPs/STPs shall be setup in industrial units across the country. It was ordered that industrial units without functional primary effluent treatment plants will not be allowed to run after the stipulated time.
- 1.1.3 TSIIC intends to invite applications/bids for Providing Consultancy Services for undertaking Feasibility Study and Transaction Advisory Services to assess the need for establishment of Common Effluent Treatment Plant (CETP) / Sewage Treatment Plant (STP) and suggest waste water reuse in existing Industrial parks in Telangana.
- 1.1.4 The Consultant shall take into consideration the locational advantages and the industrial developments in the vicinity. A modular approach shall be followed so as to accommodate the possible changes/modifications (if so required). The funds for the project are proposed to be sourced from the various schemes of Government of India, such as, viz. Integrated Processing Development Scheme (IPDS) / Scheme for Integrated Textile Parks (SITP) / MOEF & CC Scheme / Small Industries Cluster Development Program (SICDP) etc. The assistance & funding terms shall be as per the guidelines/terms of the particular scheme through which funds are being availed and as per direction of the Supreme Court judgement.
- 1.1.5 With a view to inviting bids for the Project, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Project. If found technically feasible and financially viable, the Project may be awarded on PPP basis to a private entity (the “Concessionaire”) selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the Authority and the Concessionaire (the “Concession Agreement”).
- 1.1.6 In pursuance of the above, the Authority has decided to carry out the process for selection of a Transaction Advisory Consultant for preparing the Feasibility Report, DPR, Develop a revenue model and project structure, and assist the Authority in the bidding process, in accordance with the Terms of Reference specified at Schedule-1 (the “TOR”).

1.2 Request for Proposal

- 1.2.1 The Authority invites proposals from interested firms (the “Proposals”) for selection of a transaction advisory consultant (the “Consultant”) who shall develop a revenue model and appropriate structure for the Project (the “Revenue Model”), prepare bid documents for selection of the Concessionaire (the “Bid Documents”) and assist the Authority in the bidding process (collectively the “Consultancy”).

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal conference on the date and time specified in Clause 1.10

1.4 Procurement of RFP Document & Bid processing fee

- 1.4.1 The applicants are required to submit a Demand Draft (DD) of Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) (including GST @ 18%) drawn in favour of “TSIIC Limited” payable at Hyderabad towards non-refundable processing fee.

The RFP document can be downloaded from the website www.tsiic.telangana.gov.in.

1.5 Validity of the Proposal

1.5.1 The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the “PDD”).

1.6 Brief description of the Selection Process

1.6.1 The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the “**Selected Applicant**”) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Payment to Consultant

1.7.1 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

1.8.1 The Authority would endeavour to adhere to the following schedule:

	Event Description	Date
1.	Last date for receiving queries /clarifications	07.04.2018
2.	Pre-Proposal Conference	11.04.2018 @ 11.00 AM
3.	Authority response to queries	16.04.2018
4.	Proposal Due Date or PDD	23.04.2018 upto 03.00 PM
5.	Opening of Proposals	23.04.2018 @ 4.00 PM
6.	Letter of Award (LOA)	Within 7 days of Proposal Due Date
7.	Signing of Agreement	Within 7 days of award of LOA
8.	Validity of applications	180 days of Proposal Due Date

1.9 Pre-Proposal visit and inspection of data

1.9.1 Prospective applicants may visit the office of the Project Authority and the Project site(/s) and review the available documents and data at any time prior to PDD.

1.10 Pre-Proposal Conference

The date, time and venue of the Pre-Bid Conference shall be:

Date: 11.04.2018

Time: 11.00 hrs

Venue: TSIIC Head Office, Basheerbagh, Hyderabad.

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

THE CHIEF ENGINEER

Telangana State Industrial Infrastructure Corporation Limited

Parisramabhavanam, 5th Floor, Fateh Maidan Road, Basheerbagh,
Hyderabad – 500 004

Phone: 040 – 23237672/23237625/26

Email: ce@tsiic.telangana.gov.in , tsiicemp@gmail.com

1.11.2 The Official Website of the Authority is:

<http://www.tsiic.telangana.gov.in>

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP NOTICE NO. 07/EMP/TSIIC/2017-18 Dt: 21.03.2018 FOR “PROVIDING CONSULTANCY SERVICES FOR CONDUCTING FEASIBILITY, PREPARATION OF DETAILED PROJECT REPORT AND TRANSACTION ADVISORY SERVICES FOR TREATMENT AND REUSE OF WASTE WATER WITHIN EXISTING INDUSTRIAL PARKS IN TELANGANA”

2 INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.1.4 Key Personnel

The Consultant’s team (the “**Consultancy Team**”) shall consist of the key personnel (the “**Key Personnel**”) as specified in the clause 3.1.3

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

Bidder may be the Proprietary/ Partnership firm or Public/Private Limited Company/ Limited liability partnership or Corporation for providing the Consultancy Services.

A. **Technical Capacity:** The consultant must have one completed assignment of providing transaction advisory services for CETP on PPP (completion shall mean - issuance of LOA to the selected Developer/concessionaire)

B. **Financial Capacity:** The Consultant should have an Average Annual Turnover of at least Rs. 20 Crores during the last 3 financial years.

Note: The agency must submit, with its Technical Proposal, the documentary evidence regarding fulfilment of all the above criteria.

Self-Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal

- a) Should be a company registered under the Indian Companies Act, 1956-Copies of Certificate of incorporation and Certificate of commencement of Business should be enclosed as evidence.
- b) Copy of Contract/work orders indicating the details of previous assignment, client etc. The Competent authority of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance. Statutory Auditors certificate should be submitted by bidder in this regard.
- c) Key personnel i.e. CVs of key personnel to be involved in executing this assignment
- d) A Certificate regarding non-disclosure/sharing of confidential information with third parties.
- e) Statement supported by documentary evidence establishing fulfilment of all the pre-qualification Criteria by the bidder/s
- f) Average Annual Turnover Certificates & audited balance sheet for last 3 financial years (Year 2014-15, Year 2015-16 , Year 2016-17)
- g) The company should not be an Engineering Procurement Construction (EPC) company and /or Original Equipment Manufacturer (OEM)- supplier & manufacturer of equipment/ machineries) for ETP/CETP projects.
- h) Copy of PAN Number, TAN Number & GST Registration
- i) Covering letter declaring the offer to be unconditional, confirming its validity for 180 days and a list of all the documents submitting along with the Bid.

NOTE: PARTY/IES MUST NOT INDICATE DIRECTLY OR INDIRECTLY THEIR FINANCIAL PROPOSAL ANY WHERE IN ENVELOP OF TECHNICAL PROPOSAL. ANY SUCH DISCLOSURE SHALL RESULT IN SUMMARILY REJECTION OF WHOLE OF THE PROPOSAL OF THE CONCERNED PARTY/IES

C. Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.

D. Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified in the **Section 3.1.3**

- 2.2.3 The Applicant shall enclose with its Proposal, **certificate(s) from its Statutory Auditors** stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The Applicant should submit a **Power of Attorney** as per the format at Appendix III; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor has been expelled from any project or agreement nor have had any agreement terminated for any corrupt or fraudulent practices by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.
- 2.2.8 Bid security**
- a) Bidder shall pay an amount of Rs. 1,00,000/- in the form of a Crossed Demand Draft drawn in favour of "TSIIC Ltd.," payable at Hyderabad along with the bid towards bid security.
 - b) Bids received without Bid Security shall be summarily rejected.
 - c) Bids Security of the unsuccessful bidders shall be refunded without any interest at the earliest after selection of the bidder.
 - d) The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Bid Security shall be forfeited and appropriated by the Authority as compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
 - i. If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
 - ii. If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3 of this RfP;

- e) The Bids Security of the successful bidder shall be retained as part of performance security and shall be refunded after completion of the project implementation subject to clause 2.20.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a. the Applicant, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3 (a), indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - b. a constituent of such Applicant is also a constituent of another Applicant; or
 - c. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

- d. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- f. there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g. a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h. the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Financial Expert of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Financial Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.
- 2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFQ applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Authority shall, upon being notified by the Consultant under this Clause 2.3.5, decide whether it wishes to terminate this consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Visit to the Authority and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

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

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

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

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

7. Schedules

i. Terms of Reference

ii. Form of Agreement

iii. Appendices

Appendix I - Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Applicant

Form 3: Summary of Key Professionals

Form 4 - Statement of Legal Capacity

Form 5 - Abstract of Eligible Assignments of the Applicant

Form 6 - Eligible Assignments of Applicant

Form 7 - Format of CV of Permanent Key Professional Staff

Appendix II - Financial Proposal

Form 1 - Covering Letter

Form 2 – Summary of costs

Form 3 - Breakdown of Reimbursable Expenses

Appendix III - Power of Attorney

Appendix IV - Format of Bank Guarantee

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries concerning RFP for **“Selection of Consultant for Conducting Feasibility, Preparation of Detailed Project Report and Transaction Advisory Services for Treatment and Reuse of Waste Water within Existing Industrial Parks in Telangana”**

The Authority shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official

Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by e-mail.

2.11.2 All such amendments will be notified through e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

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

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

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

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:

- a) by the proprietor, in case of a proprietary firm; or
- b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- d) by the authorised representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-III shall accompany the Proposal (if required)

2.13.4 Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

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

- a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- b) Power Of Attorney, if applicable, is executed as per Applicable Laws;
- c) CVs of all Key Personnel have been included;
- d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- e) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- f) the CVs have been recently signed and dated, in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- g) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- h) Key Personnel proposed have good working knowledge of English language;
- i) Key Personnel would be available for the period indicated in the TOR;
- j) no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and
- k) the proposal is responsive in terms of Clause 2.21.3.

- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The proposed team shall include experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Form-7 of Appendix-I.
- 2.14.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the Consultancy (Item C of Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal (Forms 1 to 3 of Annexure II), the Applicant shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- iii. Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in hard bound form / spirally bounded with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the Authority”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

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

2.16.4 The envelope marked 'Technical Proposal' shall contain the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 7 of Appendix-I and supporting documents.

The envelope marked 'Financial Proposal' shall contain the financial proposal in the prescribed format (Forms 1 to 3 of Appendix-II).

- i. Covering letter (Annexure I – Form 1)
- ii. Index (giving list of contents and corresponding page numbers in the proposal document)
- iii. Copy of this RfP document duly signed on each page as a token of acceptance of all the terms & conditions of this bid
- iv. Non-refundable process fee of Rs. 10,000 + GST @ 18% (Total Rs. 11800/-) in form of Demand Draft or banker's cheque in favor of "TSIIC Limited, Hyderabad payable at Hyderabad
- v. Company Profile / Particulars of Applicant (Annexure I Form 2)
- vi. Summary of Permanent Key Professionals (Annexure I Form 3)
- vii. Summary of Financial Performance along with Audited annual accounts for the last three years
- viii. (Annexure I Form 4)
- ix. Abstract of Consultancy services for similar works undertaken in last five years (Annexure I Form 5)
- x. Detailed particulars of assignments completed/ in-progress (Annexure I Form 6)
- xi. Curriculum Vitae of permanent key professional staff (Annexure I Form 7)
- xii. Work Order/ Work completion order/ performance letter, etc. wherever applicable
- xiii. Bid security of Rs. 1,00,000/- in form of Demand Draft or banker's cheque in favor of "TSIIC Limited, Hyderabad payable at Hyderabad

2.16.5 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.16.6 The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.7 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.16.8 The rates quoted shall be firm throughout the period of performance of the assignment upto and including discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

2.17.1 Proposal should be submitted at or before 03.00 hrs on the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Performance Security

2.20.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- i. If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- ii. if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- iii. if the selected Applicant commits a breach of the Agreement.

2.20.2. An amount equal to 5% (five per cent) of the Agreement Value along with bid security amount shall be deemed to be the Performance Security for the purposes of this Clause 2.20, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The Authority shall open the Proposals at [4.00 PM] hours on the PDD, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the form specified at Appendix-I;
- b) it is received within the specified PDD including any extension thereof pursuant to Clause 2.17;
- c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- e) it contains all the information (complete in all respects) as requested in the RFP;
- f) it does not contain any condition or qualification; and it is not non-responsive in terms hereof.

2.21.4 The Authority reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.21.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

- 2.21.6 After the technical evaluation, the Authority shall prepare a list of prequalified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.21.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.23 Clarifications

- 2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP etc shall be discussed during negotiations. A Key Personnel who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.24.3 The Authority will examine the credentials of all Sub-Consultants/ Consortium Members proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.

2.25 Substitution of Key Personnel

2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of its experts as the ranking of the Applicant is based on the evaluation of its experts and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if its experts are not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.25.2 The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.25.3 Notwithstanding Clauses 2.25.1 and 2.25.2, Applicants should specifically note that substitution of its experts will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. Applicants are expected to propose only such Expert who will be in a position to commit the time required for and be available for delivering the Consultancy in accordance with the Key Dates specified herein and in the Agreement.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.27 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1. 8

2.29 Commencement of Assignment

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3 CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (ST).

S. No.	Evaluation Criteria	Basis for Marks	Marks
1.	Minimum Average Annual Turnover from consulting/ advisory services during the last three (3) financial years	Upto Rs 25 Crore -- 5 Marks Rs. 25 crore to 100 crore - 5 Marks Rs. 100 crore to 500 crore - 5 Marks Above Rs. 500 crore - 5 Marks	20

2.	Completed/ ongoing (90% completed) assignments of industrial effluent treatment facility of capacity not less than 0.5 MLD or project cost not less than 5.00 crores at government level (central / state / municipality / industries) in the last 5 years from the bid due date.	1 assignments – 5 Marks Each additional assignment – 3 Mark upto a maximum of 15 marks	20
3.	Completed assignments for CETP with ZLD having capacity not less than 0.5 MLD or project cost not less than 40.00 crores, with issuance of LOA to selected bidder, of providing transaction advisory services including bid process for the selection of private partner on PPP with Government / Multilaterals in last 5 years from bid due date.	1 assignment – 5 Marks Each additional assignment – 3 Mark upto a maximum of 15 marks	20
4.	CVs and experience of key personnel who would be working on the assignment.	The detailed qualification and experience have been stated in section 3.1.3	20
5.	Presentation on Preliminary Concept, Approach & Methodology	Marks shall be awarded based on the quality of approach and methodology proposed by the Applicant and their Presentation of the Preliminary Concept	20
Total Marks			100

3.1.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

S. No	Key Personnel	Educational Qualification	Total Experience	Experience on eligible Assignments	Marks
1.	Team Leader	Post Graduate in Environment/ Civil / Chemical Engineering	15 Years	He / She should have successfully led and completed (with issuance of LOA) PPP transaction advisory projects (2	06

S. No	Key Personnel	Educational Qualification	Total Experience	Experience on eligible Assignments	Marks
				marks for each / eligible Assignment, upto maximum Six (6) marks	
2.	Financial Expert	The educational qualification for Financial expert shall be read as M.A/M.Sc in economics/ CA / MBA / ICWA	10 Years	He / She should have experience in providing financial transaction advisory services for Industrial Waste water / sewage treatment projects in PPP mode. (2 marks for each / eligible Assignment, upto maximum Four (4) marks)	04
3.	Wastewater treatment expert	Graduate in Civil / Environment / Chemical Engineering	10 years	He / She should have experience in preparation of DPRs for Industrial wastewater treatment projects. (2 marks for each / eligible Assignment, upto maximum Four (4) marks)	04
4.	Procurement Expert	MBA or equivalent Post Graduation	10 Years	He / She should have experience of bid process management. (1 marks for each / eligible Assignment, upto maximum three (3) marks)	03
5.	Wastewater Design Engineer	Graduate in Civil/ Environmental Engineering	08 Years	He/ She should have experience in designing wastewater project components (1 marks for each / eligible Assignment, upto maximum three (3) marks)	03

Note:

- a) **Relative marking for the key personnel** - Marks for each key personnel shall be awarded for the number of eligible assignments respective key personnel has worked on. While awarding the marks in case of key personnel, the highest number of eligible assignment shall be entitled to be maximum score. Other competing applicants (Key Personnel) shall be entitled to a proportionate score.
- b) Consultant shall deploy adequate Support staff to ensure the completion of the project in timely manner

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than 5 (five) shall be prequalified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than 2 (two), the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than the score specified in Clauses 3.1.1 and 3.1.2; provided that in such an event, the total number of pre-qualified and shortlisted Applicants shall not exceed 2 (two).

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF) as specified in Clause 3.3.3.
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form -2 of Appendix-II.
- 3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

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

(F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.8 and 0.2 respectively.

- 3.4.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

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

5 PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants who have downloaded the RFP document from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6 MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the Telangana State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Applicant in order to receive clarification or further information;
 - c. retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder and is required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 6.6 The Consultant shall not be liable, in contract or tort, under statute or otherwise, for aggregate damages in excess of the fees actually paid for the Services in connection with claims arising out of this Agreement
- 6.7 Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the consultants, shall not be liable to the Authority:
- i. For any indirect or consequential loss or damage; and
 - ii. For any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the consultants hereunder, or (B) the proceeds the consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (A) or (B) is higher.

SCHEDULES

7 SCHEDULE 1: Terms of reference

7.1 Objective

The objective of this RFP is to select a Consultant to conduct a study for the existing industrial parks in Telangana and suggest options for the waste water treatment, disposal and reuse.

7.1.1 Role/Responsibility of the Consultant

1. To assess the status of the existing Industrial Parks in Telangana for preparation of water management plan:
 - a. Assess water supply and demand situation in industrial parks and gaps, if any
 - b. Assessment of water demand for non-potable usages within industrial parks
 - c. Assessment of existing wastewater generation, collection treatment and disposal.
 - d. While assessing the existing wastewater generation quantities within the park, also to consider the industries which could be coming up in next 5 years into the industrial park.
 - e. Assessment of existing mode of wastewater conveyance if any within industrial park.
 - f. Assessment of Existing CETP (if any) capacity augmentation or rehabilitation or both for the Industrial Parks or feasibility for new CETP.
 - g. Preparation of water balance and options for source augmentation
 - h. Conduct visits at the Industrial Parks across the State of Telangana to accomplish the study objectives
2. Consultant shall be responsible to collect data from the IALAs and other regional offices.
3. Explore the option of collection and reuse of treated wastewater within and outside the Industrial parks.
4. Suggest suitable mode of wastewater conveyance system based on the quantity and quality of wastewater within Industrial Park.
5. Suggest appropriate wastewater collection and treatment infrastructure facility including secondary and tertiary treatment, distribution network of treated wastewater pipeline for reuse etc.
6. Preparation of Detailed Project Report (DPR) including detailed costs, technical and commercial specifications etc. for wastewater treatment and reuse facility.
7. Explore the options for State or Central grants for CETPs under various schemes.
8. Detailed Financial Analysis and project structuring with options on private sector participation in development of wastewater treatment and reuse facility
9. Preparation of Tender document and Bid Process Management for selection of private bidders for each or group of Industrial Parks.

10. Contract finalisation and facilitation in appointment (contract signing) with selected bidders.

7.1.2 Role / Responsibility of TSIIC

1. TSIIC shall provide support in terms of providing authorization to the Consultant for data collection from IALAs and other regional offices
2. TSIIC shall share provide to the Consultant the available data, documents and other studies done.
3. TSIIC shall help in coordination for conducting the meetings with IALAs and other regional offices
4. TSIIC shall review the documents submitted by the Consultant and accord approval for release of payment

7.2 Scope of Work

7.2.1 INCEPTION REPORT

At the onset of the project, Consultant shall conduct a 'Dip-Stick' analysis to establish its understanding of the project in consultation with the TSIIC and refer to the available documents / similar studies conducted by TSIIC, to familiarize itself with the ground facts. Any modifications / changes in the Work plan, deliverable schedule etc., vis-à-vis the proposal submitted should be captured in the Inception report.

7.2.2 Stage-1: FEASIBILITY STUDY

- a) Consultations with relevant stakeholders (Zonal Officers/ In-Charge) for each Industrial Parks in assessing the existing water requirements and qualities for various purposes (both potable and non-potable) of the industries and its complete establishment including the through visit and from the data provided by the TSIIC and respective IALAs.
- b) Review and assess the present water sources and its reliability from the data provided by the IALAs.
- c) Review and assess the volume and quality of the wastewater generation including the seasonal distribution of availability.
- d) Review and assess the present status of waste water generation and treatment (if any) in the Industrial Parks for re-utilization.
- e) Review and assess the likely future demand for treated wastewater in the Industrial Parks taking into account current and projected future availability.

- f) Establish the treated wastewater output parameters in line with identified reuse purposes in the Industrial Parks and in compliance with applicable statutory provisions and norms.
- g) Assess the suitable technology for wastewater treatment process based on the established output/quality parameters for the treated wastewater.
- h) Suggest modifications, if any in the existing wastewater treatment systems of Industrial Parks including construction of new reservoir for treated waste water.
- i) Identifying suitable land for the waste water treatment facility and allied assets.
- j) Review and assess the feasibility and Right of Way of the transmission pipeline from waste water treatment facility to the identified non-potable uses.
- k) Study the feasibility of conveyance of wastewater to prompt treatment facility.
- l) Prepare a feasibility report.

7.2.3. Stage – 2 : Preparation of Detailed Project Report

- a. Collection of Effluent Sampling (Grab and Composite) from the Industrial units based on the categorization of Industries for Internal and External Analysis.
- b. Detailed study of the Industrial units to understand their processes, need for cleaner technology, intervention, water and energy requirements, land area & infrastructure required, common facilities etc., for establishing new cluster.
- c. Topographical Survey for selection of pipeline route and locations for pumping stations and treatment plant.
- d. Geo-technical Survey along the proposed pipeline route and in the proposed treatment plant areas.
- e. To study various options for providing captive power and steam for the CETP and cluster and make recommendations.
- f. Developing concept, examining the different Technology Solutions, Preparation of detailed Project report (DPR) along with layout, Preliminary designs, BOQ, Clear specification & Cost estimates, PFD and P&ID sufficient for obtaining funds and for preparation of RFP document.
- g. Undertake complete survey of transmission pipelines for treated wastewater and preparation of 'L' Section drawings showing location/routing of the pipelines.
- h. Design of transmission pipelines from treatment facility to reservoir for treated wastewater and preparations of standard Process line diagram/drawings.
- i. Assistance to respective IALAs/TSIIC in preparation of necessary documentation for environmental clearance from all relevant authorities.

- j. Capital Cost Estimate of the various project components required for lifting the wastewater from source, treatment plant and conveyance of treated waste water for reuse and other identified locations
- k. Detailed Operations & Maintenance costs over the life of the project and timelines for implementation and operations.
- l. Based on the base costs above, the transaction advisors shall develop a financial model based on project finance principles, including all assumptions for capital expenditure, operations and maintenance (O&M) costs, and revenue projections (if any) for the project.
- m. Establish the techno-commercial viability of the wastewater treatment and reuse in the Industrial Parks.
- n. Develop a suggested financing plan including all possible sources of finance (government grants, commercial loans, private sector funds etc.)
- o. Submission of detailed project report including project components, detailed cost estimates, design basis, techno-commercial viability assessment and financing plan.

7.2.4 STAGE- 3: PREPARATION OF RFP AND CONCESSION AGREEMENT

- a) Based on the feasibility assessment, project details and financial model, develop a preliminary PPP structure for the projects identifying all salient features of the project including (i) structure, (ii) risk matrix, (iii) investment pattern, (iv) time period etc.
- b) In conjunction with TSIIC and IALAs, undertake preliminary scope discussion with potential private sector players and get feedback on PPP structure.
- c) Develop draft tender documents including Request for Proposal, and a draft Concession Agreement as determined in the PPP model for each or group of CETP..
- d) In consultation with the TSIIC and IALAs the consultant shall finalise PPP model and tender documents based on design basis report including technical and commercial specifications along with all the relevant drawings, flow diagrams, technical details, bidding schedules etc.
- e) Submission of Tender Documents (RFP, concession agreement) as per the requirement.

7.2.5 STAGE - 4: BID PROCESS MANAGEMENT

- a) Assistance in organizing Pre Bid Conference.
- b) Respond to requests for clarification from bidders on the RFP and other documents including addendum if any required

- c) Finalize the Concession Agreement and RFP to take into account comments, requests for clarification received from Bidders.
- d) Assist in issuance of finalized Agreement and RFP to Bidders.
- e) Assist in finalizing Evaluation report setting out the conclusions of the evaluation process
- f) Provide recommendation on selection of successful Bidder.
- g) Assist in award of the LOI to the successful Bidder.
- h) Assist in finalizing and signing the Agreement with the successful Bidder

7.2.6. STAGE – 5 : IMPLEMENTATION STAGE:

a. Construction stage

- i. Contract Management including verification and clearance of Construction drawings, detailed designs supplied by the developer and any other details for completion of the project, Equipment Inspection prior to dispatch to the site, recommendation to client management for release of payment based on verification of invoice & work completion.
- ii. Site supervision to monitor and ensure quality of construction, fabrication, erection.

b. Trial run, Testing, O&M guidance

Supervision of pre-commissioning & commissioning including performance Guarantee Test Run (PGTR) & Reliability Test Run (RTR) to be carried out by the developer.

7.3 Key Deliverables and timeframe

In pursuance of this TOR, the Consultant shall undertake/deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. Each deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. The deliverables shall include:

Stages.	Key Deliverables	Timeline *
	Inception Report	T+15 days
1.	Feasibility Study Report	T+ 60 days
2.	Assistance for EIA Study report and Clearance	T+ 60 to T + 240 days
3.	Detailed Project Report	T+ 90 days
4.	Tender Documents (RFP and Concession Agreement)	T+ 105 days
5.	Bid Process Management	T+ 150 days
6.	Implementation Stage	T + 510 days

7.3.1 Special Terms & Conditions:

- a) The Consultant and its team need to co-ordinate with Zonal (Nodal) Officers in collecting the necessary documents and information required for the study and hold discussion as required.
- b) Fee for this assignment shall be lump sum inclusive of all expenses, conveyance, and accommodation incurred in connection with the performance of this assignment.
- c) Fee in this regard is exclusive of applicable service tax or GST and is subject to deduction of income tax at source. Claims of the consultants in this regard will be settled within 30 days of receipt of the claim.

7.4 Payment Schedule

The schedule for completing the Deliverables shall be determined by the maximum number of days from the Effective Date / Signing of the Agreement (the "Key Dates" or "KD"). Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables are given below:

Key Date No.	Deliverable	Payment
	Inception Report	20 %
Stage 1	Submission of Feasibility study	
Stage 2	Submission of Detailed Project Report	25%
Stage 3	Submission of Tender documents (RFP & Concession Agreement)	15%
Stage 4	Submission of Bid Evaluation Report	
Stage 5	Implementation Stage	40%

7.5 Consultancy Team

7.5.1 The Consultant shall form a team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite qualifications and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. The following Key Personnel whose experience and academic qualifications are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise as required for the services to be rendered by the Consultant shall be included in the Team either through the Key Personnel specified in Clause 3.1.3 or through other Professional Personnel, as necessary

Please Note:

- i. The Team Leader should be from the Lead firm and be full time employee of the firm.
- ii. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
- iii. Bidder should ascertain the effort required for the project and provide adequate support staff to accomplish the project in timely manner
- iv. The Key Personnel shall remain available for the period as indicated in the RFP Document.
- v. No alternative proposal for any Key Personnel shall be made and only one CV for each position shall be furnished.
- vi. The marking shall be based on number of projects, size, scale, nature and relevance to this assignment.
- vii. A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement of the RFP document.
- viii. The personnel proposed should possess good working knowledge of English Language.
- ix. No Key Personnel involved should have attained the age of 60 (sixty) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.
- x. The technical proposal must not include any financial information

SCHEDULE 2: FORM OF AGREEMENT

AGREEMENT

Name of work: Selection of Consultants for preparing Feasibility, Preparation of Detailed Project Report and Transaction Advisory Services and Treatment and Reuse of wastewater within Existing Industrial Parks of Telangana

Agreement Bond No:

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of December 2016 between, on the one hand, the Chief Engineer, Telangana State Industrial Infrastructure Corporation Limited, Hyderabad (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires)

and

on the other hand, _____(hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns unless the context otherwise requires).

WHEREAS

(A) The Authority has invited bids from the consultants vide its Request for Proposal for Selection of Consultants for preparing Feasibility, Preparation of Detailed Project Report and Transaction Advisory Services for Treatment and Reuse of wastewater within Existing Industrial Parks of Telangana (hereinafter called the “**Project**”);

(B) the Consultant has submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

(C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the consultancy to the Consultant vide its Letter of Acceptance dated _____ (the “**LOA**”); and

(D) in pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:

1.

GENERAL

1.1. Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this

Agreement shall, unless the context otherwise requires, have the

meaning hereinafter respectively assigned to them:

- (a) **“Agreement”** means this Agreement, together with all the Annexes;
- (b) **“Applicable Laws”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (c) **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- (d) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (e) **“Dispute”** shall have the meaning set forth in Clause 9;
- (f) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (g) **“Government”** means the Government of Telangana State
- (h) **“INR, Re. or Rs.”** means Indian Rupees;
- (i) **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both them;
- (j) **“Personnel”** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (l) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (m) **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.2; and
- (n) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

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

- (a) Agreement;
- (b) Schedule 1: Scope of work;
- (c) Schedule 2: Project implementation schedule;
- (d) Schedule 3: Remuneration;
- (e) RFP; and
- (f) Letter of Acceptance (LoA)

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the

Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

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

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

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

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

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause(b) below may, if they are subsequently confirmed by sending a copy thereof by registered post acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by email and

by registered post acknowledgement due, air mail or by courier; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services including subsequent amendments/clarifications (If any) shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

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

1.10 Authorised Representatives

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

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

Name : Mr. A Lakshmikantha Reddy
Designation : Chief Engineer
Tel : +91-40-23237672
Mobile : 9948220510
Email: ce@tsiic.telangana.gov.in

- 1.10.3 The Consultant may designate one of its employees as Consultant's Representative.

Unless otherwise notified, the Consultant's Representative shall be:

Name :
Designation :
Tel :
Mobile :
Email:

1.11 Taxes and duties

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of signing of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

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

2.3 Termination of Agreement for failure to commence Services

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

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of scheduled completion period as per Schedule - II or as extended by the Authority. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

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

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

2.6 Modification of Agreement

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

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder. (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

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

2.7.3 Measures to be taken

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

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

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

2.7.4 Extension of time

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

2.7.5 Consultation

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

2.8 Suspension of Agreement

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

2.9 Termination of Agreement

2.9.1 By the Authority

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

(a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

(b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

(d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

(e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

(f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

(g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

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

(a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;

(b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;

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

(d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations: Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

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

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

(iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of

the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 The scope of services to be performed by the Consultant is specified in Schedule 1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule given in Schedule 2 of this agreement.

3.1.3 Applicable Laws

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

3.2 Conflict of Interest

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

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project
The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/lenders at any time; provided further that this restriction shall not apply to consultancy/advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided

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

- 3.2.3 Prohibition of conflicting activities Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
 - (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
 - (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.
- 3.2.4 Consultant not to benefit from commissions discounts, etc. The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

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

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

(b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

(d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of

the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority. Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

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

(ii) was obtained from a third party with no known duty to maintain its confidentiality;

(iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

(iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

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

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

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

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (a) the Agreed fee set forth in Clause 6.2 and 6.3 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Reporting obligations

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

3.6 Accounting, inspection and auditing

The Consultant shall:

(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

(b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Documents prepared by the Consultant to be property of the Authority

3.7.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.7.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.7.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third

Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.8 Equipment and materials furnished by the Authority

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

3.9 Providing access to Project Office and Personnel

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

3.10 Accuracy of Documents

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

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General:

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

4.2 Sub consultants:

The Consultant shall not engage sub-consultants or sub let any part of the services without prior written approval of the Authority.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

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

(a) provide the Consultant, its Sub-Consultants and Personnel with work

permits and such other documents as may be necessary to enable the Consultant, its Sub- Consultants or Personnel to perform the Services;

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

6. MODE OF BILLING AND PAYMENT

- (a) The Consultant shall be paid for its services as per the Payment Schedule of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of all the submittals up to that stage and duly completed bills with necessary particulars
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority.

7. EARNEST MONEY DEPOSIT

- 7.1 The Earnest Money Deposit (EMD) furnished by the Consultant at the time of submission of bid is retained towards security for fulfilment of the obligations of the consultant under this agreement.
- 7.2 The EMD may be forfeited due to breach of any of the obligations of the consultant under this agreement.
- 7.3 Termination of contract due to breach of any of the terms and conditions of the agreement will entail forfeiture of EMD.
- 7.4 The EMD shall be refunded to the Consultant after completion of Project implementation.

8. LIQUIDATED DAMAGES

- 8.1 Liquidated Damages for delay

In case of delay in completion of Project, or any part of the project due to failure of the Consultant in providing services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the total fee payable up to the relevant stage will be imposed for every week of delay or part thereof subject to a maximum of 10% (ten per cent) of the fee payable and shall be recovered from the payments due to the Consultant. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, be referred to the VC&MD TSIIC and the decision of the VC&MD TSIIC shall be final and binding on both the parties.

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

9.3 Conciliation

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

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

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

9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree

and undertake to carry out such Award without delay.

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

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

10.0 GENERAL PROVISIONS:

10.1 The Consultants shall provide state-of-the-art creative designs keeping in view the aesthetics and utilitarian aspects of the structures capable of being constructed at an optimum cost. The designs shall be created specifically for this project and shall not be replicated in to or partly from any other project.

10.2 The services under any stage will be treated to be complete only after such services carried out by the Consultants are approved by the Authority. All the stages of work shall be completed by the Consultants according to the time schedule as agreed. The works throughout the stipulated period of contract will be carried out with due diligence.

10.3 In the event of the Consultant's firm closing its business or failing to complete balance work within reasonable time, the Authority will have the power to employ any other agency to complete the work at the cost of the original Consultants.

10.4 In the event of the failure on the part of Consultants to complete their work, committing a breach of any one or more of the terms and conditions of the agreement, the Authority will be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law.

10.5 The Consultants shall advise the Authority on the time and progress chart prepared by the contractor for the completion of the work, if required.

10.6 The Consultants shall be solely responsible for the competency and the correctness of the detailed design of the system furnished by the developer/contractor and scrutinized by the PMC and shall be fully responsible for the plans, estimates, designs, drawings and specification provided by them for items described in the schedule of work (BOQ). The drawings, designs etc., shall conform to the statutory provisions and standards laid down by the Bureau of Indian Standards or where no such standards exist, to the standards laid down by any similar body and they shall also be efficient, economical and sound in every manner.

10.7 The Consultants must have the approval of the Authority before initiating any stage of its duties.

10.8 The Consultants shall supply to the Authority free of cost five sets of all drawings, specifications, estimates, etc., prepared for all stages along with one set of drawings on reproducible tracings. Any additional sets required by the Authority will be paid for on actual cost basis.

10.9 The Consultants, during visits to the site, shall advise the Authority regarding the work under execution and submit reports on their observations.

10.10 Any deviation from the approved drawings or specifications that may be observed by the Consultants shall be given in writing by them to the Authority who shall issue, necessary instructions to the executing agencies.

- 10.11 The Consultants shall make necessary revisions in the drawings and other documents submitted by them as may be required by the Authority.
- 10.12 The Authority will have liberty to postpone or not execute any work and the Consultants shall not be entitled to any compensation or damage for such postponement or non execution of the work except the fees which are payable to the Consultants up to the stage of services then in progress.
- 10.13 The Consultants shall provide extra services, if any, essential for the successful implementation of the scheme. These shall comprise of works that are not included or covered under this agreement. However, any or all services that are in contravention of the standards, norms or requirements provided by the Authority, local Municipal bye-laws, etc., shall be to the account of Consultants, and redoing of all such works services shall not come in the purview of extra work.
- 10.14 If at a later date it is found that the consultant has furnished false information in respect of qualification information furnished by them, the bid / Agreement will be summarily rejected and no further payment will be made. Further the EMD submitted by the Consultant shall be forfeited.
- 10.15 Any dispute arising out of the provision of this agreement shall be subject to the jurisdictions of the courts in Hyderabad only and no other courts shall have jurisdiction to entertain any petition, application or suit to resolve such disputes.

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

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

Consultant:

Authority

(Signature)

(Signature)

(Name)
Designation)

(Name)
(Designation)

(Address)

Address

In the presence of:

- 1.
- 2

APPENDICES

APPENDIX - I
TECHNICAL PROPOSAL
FORM 1 - Letter of Proposal

(On Applicant's letter head)

Date:.....

To

The Chief Engineer
Telangana State Industrial Infrastructure Cooperation (TSIIC),
5th Floor, Parisrama Bhavan, Basheerbagh
Hyderabad – 500 004

Sub: Selection of Consultant for Conducting Feasibility, Preparation of Detailed Project Report and Transaction Advisory Services for Treatment and Reuse of Waste Water within Existing Industrial Parks in Telangana

Ref: RFP Dated _____

Dear Sir,

Having examined the RFP document indicating scope of works, I/We hereby submit our proposal together with all the necessary information and relevant documents for Project Management Advisory Consultancy for need assessment, feasibility studies and bid process management for establishment of CETP/ STP in the industrial parks of TSIIC, Telangana.

The proposal is made by me/us on behalf of.....
(Company/Firm/Association of individuals) in the capacity of duly authorized to submit the proposal.

I/We understand that The Authority reserves the right to reject any proposal without assigning any reason. I/We undertake that all the information furnished by me/us in the proposal is true to the best of me/our knowledge and belief. If any of the information is found to be false on subsequent verification, I/We understand that our bid/agreement shall be rejected/terminated and take that I/We may be debarred from submission of bid to this Authority in future.

Encl: As above

AUTHORISED SIGNATORY
(Name and Designation)

Name of Firm:

Address:

APPENDIX I

Form 2 - Particulars of the Applicant

1	Name of the Applicant Firm	
2	Ownership (Government/ PSU/ Private)	
3	Type of Organization: Proprietary firm/Partnership firm/ Public Limited Company/ Pvt. Limited Company/ Others (please specify and attach proof)	
4	(i) PAN Number (ii) GST Registration Number (iii) TAN Number	
5	Name and Designation of Key Management Person(s)	
6	Date & Year of establishment of firm	
7	Number of years of experience in Consultancy Services	
8	Number of Permanent Employees	
9	Number of Permanent Employees for Consultancy Services	
10	Areas of Consultancy	
11	Core Competency	
12	Any other important information about the organization	

Signature with seal

APPENDIX – I

Form 3 - Summary of Key Professionals

Sl. No.	Name and Designation	Experience In completed Years	Educational/ Professional Qualifications	Number of Years with the Present Employer	Areas of specialization
(1)	(2)	(3)	(4)	(5)	(6)

Signature with seal

APPENDIX – I

Form 4 - Statement of Legal Capacity

Year	Annual Revenue(INR/US\$ in million)
(1)	(2)
2014-15	
2015-16	
2016-17	
Certificate from the Statutory Auditor This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.	

- Note:** 1. *Financial performance for three consecutive latest financial years for which audited accounts are available should be given.*
2. *Audited annual accounts for the three years for which information is given in the statement above should be provided.*
3. *Figures given in columns (2) and (3) above must match with those given in the Audited Accounts.*

Signature with seal

APPENDIX – I

Form 5 - Abstract of Eligible Assignments of the Applicant

S.No.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs crore)	Professional fee received by the Applicant (in Rs crore)

Signature with seal

APPENDIX – I

Form 6 -Eligible assignments of the Applicant

Assignment name:			
Country: Location within Country:		Professional Staff Provided by Your Firm/Entity (profiles):	
Name of Client:		No. of Staff:	
Address of Client:		No. of Staff Months: Duration of Assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):	
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:	
Name of Senior Staff (Project Director/Co-ordinator, Team Leader) Involved Functions Performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

Note: 1) Please use separate sheet for each assignment

Signature with seal

APPENDIX I

Form 7 -Format of Curriculum Vitae (CV) of Permanent Key Professional Staff

1.	S. No. <i>(should be consistent with the Summary of Key Professionals)</i>	
2.	Name of Staff	
3.	Position	
4.	Date of Birth	
5.	Nationality	
6.	Education <i>[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]</i>	
7.	Membership of Professional Associations	
8.	Training <i>[Indicate significant training since completion of education]</i>	
9.	Employment Record <i>[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment period of employment, name of employing organization, positions held.]</i>	
10.	Relevant Work Undertaken in which the staff has made significant contribution	
11.	Certification:	
<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. Date: <i>[Signature of staff member or authorized representative of the staff]</i></p>		
12.	Name of authorized representative	
13.	Designation of authorized representative	

Note: Please provide separate CVs for each key professional

Signature with seal

APPENDIX-II
FINANCIAL PROPOSAL
Form 1 - Covering Letter
(On Applicant's letter head)

(Date and Reference)

To

.....
.....
.....

Dear Sir,

Subject: Appointment of Consultant for **Providing Consultancy Services for Conducting Feasibility, preparation of Detailed Project Report and Transaction Advisory Services for treatment and Reuse of Waste Water within existing Industrial parks in Telangana.**

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

APPENDIX – II
Form 2 – Summary of costs

Item	Costs (INR)
A. Total Cost of Financial Proposal	
B. Applicable taxes	
C. Amount of financial proposal including applicable taxes (In Figures)	

Signature with seal

APPENDIX II

Form 3 - Breakdown of Reimbursable Expenses

Description	Unit	Quantity	Unit Price (Rs)	Total Amount (INR)

Signature with seal

APPENDIX-III

Power of Attorney

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Financial and Transaction Services for the Project, proposed to be developed by the (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

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

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

APPENDIX – IV
FORMAT OF BANK GUARANTEE

(To be on Rs. 100/- non-judicial stamp)

Ref. _____ Bank Guarantee No. _____

Date: _____

In consideration of the **<<INSERT NAME OF THE BIDDER>>** (hereinafter referred to as 'Bidder') submitting the response to RFP inter alia for selection of the Project << >> as indicated in RFP No. _____ dated _____ issued by Telangana State **Industrial Infrastructure Corporation Ltd.** (hereinafter referred to as TSIIC) and TSIIC considering such response to the RFP of [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to TSIIC at office of the **<<TSIIC OFFICE ADDRESS>>**, forthwith on demand in writing from TSIIC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rs. _____ (Rupees _____ only), on behalf of [*Insert name of the Bidder*]

This guarantee shall be valid and binding on this Bank up to and including **<<INSERT DATE OF VALIDITY>>** and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until [*insert date of validity*]. TSIIC shall be entitled to invoke this Guarantee till **<<INSERT DATE>>**. The Guarantor Bank hereby agrees and acknowledges that the TSIIC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by TSIIC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to TSIIC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [**Name of the bidder**] and/or any other person. The Guarantor Bank shall not require TSIIC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against TSIIC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Telangana shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly TSIIC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any

security held by TSIC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rs. _____ (Rs. _____ only)** and it shall remain in force until *[Date to be inserted]* with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if TSIC serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

[Insert Name of the Bank] _____

Stamp and Full Address

Dated this _____ day of _____

**Sd/-
VC&MD**