

# Request for Proposal (RFP)

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## REQUEST FOR PROPOSAL

For

Consultancy Services for furnishing “Detailed Study Report to identify waste water flow from the Industrial Parks into the 5 water bodies i.e. Khazipally, Isnapur, Kistareddypet, Gangigudem, Asanikunta and its mitigation measures”.

**Bid No: 34/EMP/TSIIC/Study of WW/ 2019-20      Date: 04.06.2019**

**Last date for submission of bids: 27.06.2019 upto 3.00 PM**



**TELANGANA STATE INDUSTRIAL INFRASTRUCTURE  
CORPORATION LIMITED**  
*(A Govt of Telangana State Undertaking)*

**Bid to be sent to:**

**Chief Engineer**

**Telangana State Industrial Infrastructure Corporation Limited**

5<sup>th</sup> Floor, Parisramabhavanam,

Fateh Maidan Road,

Basheerbagh, Hyderabad – 500 004

Phone: 23237625, 23237626, **Fax No.:**040 23240205

E-mail : [tsiicemp@gmail.com](mailto:tsiicemp@gmail.com)

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### **DISCLAIMER**

1. The information contained in this RFP document or subsequently provided to Applicants (Firms), whether verbally or in documentary or any other form by or on behalf of Telangana State Industrial Infrastructure Corporation Limited (herein after referred to as TSIIC/ Authority) or any of its employees or advisers/ consultants, is provided to Applicants on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.
2. Though adequate care has been taken in the preparation of this RFP document, the Applicant submitting application should satisfy itself that the document is complete in all respects.
3. TSIIC and its employees, advisors / consultants make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in this Selection Process.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. TSIIC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP document.
6. The issue of this RFP document does not imply that TSIIC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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7. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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## **1.0 BACKGROUND**

Industrial wastewater discharged into various water bodies across the country, has become a nuisance to the local community and overall environment. The industries are discharging wastewater into the open drains or sewers, which is leading towards the natural lakes and ponds, contaminating the lakes and ponds. Various news agencies and environmental protection groups have reported about the contamination of lakes by surrounding industries in the catchment areas.

To address the issues of pollution from different sources, understanding the quality and quantity of pollution, TSIIC intends to carry out a scientific assessment to identify the sources of pollution from TSIIC Industrial Parks, its pathways towards nearest lake as well as quality and quantity of pollution. This also includes developing an action plan for preventing discharge of untreated effluents.

TSIIC in this regard, intends to appoint a reputed consultant to provide Consultancy Services for furnishing “Detailed Study Report to identify of any waste water from the Industrial Parks flowing into any of the 5 water bodies i.e. Khazipally, Isnapur, Kistareddypet, Gangigudem, and Asanikunta and its mitigation measures”. TSIIC has decided to carry out the process for selection of a Consultant for the above purpose specified in this RFP document.

## **2.0 Objective**

To identify and quantify the sources of industrial effluents from TSIIC Industrial Parks located in the catchment of the 5 lakes i.e. Khazipally, Isnapur, Kistareddypet, Gangigudem, and Asanikunta along with the characteristics of the effluent being discharged and to prepare an an action plan with complete details along with financial estimation for implementing the proposed action plan.

## **3.0 Outcome**

An action plan to mitigate the discharge of the effluents after identifying the sources of pollution and type of industrial waste and its various combinations, its paths towards water bodies, impact on water bodies both in qualitative terms and

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quantitative terms, regulatory and statutory framework, providing solutions to prevent the untreated effluent discharges and financial plan for implementation from industries of TSIIC industrial parks in the catchment of each lake.

### 4.0 Scope of Work

The following scope of work is applicable to the catchment areas of water bodies of Khazipally, Isnapur, Kistareddypet, Gangigudem, and Asanikunta.

<p><b>Task 1:</b> Reconnaissance survey of the study area, To identify Industries located within the TSIIC industrial parks located within the catchment of above mentioned 5 lakes.</p>	<p><b>Sub-task 1:</b> Reconnaissance survey of the available resources and collate the information from public and private sources as a part of the study and use the resources as and when required.</p> <p><b>Sub Task 2:</b> Develop the watershed basin/catchment area map of five water bodies in GIS with 1:5000 scale and establish if any of the TSIIC Industrial parks are located in the catchment.</p> <p><b>Sub Task 3:</b> Identify the TSIIC industrial parks in the catchment areas impacting the 5 water bodies stated above. Collect data, identify the type of industries and list all the industries along with line of activities, source of water, water demand, no of employees, outlet location of waste water of each industry in TSIIC IPs within the catchment of 5 lakes along with the GPS points.</p> <p><b>Sub Task 4:</b> Carry out a detailed questionnaire survey addressing raw materials, by-products and finished products of the industries. Coordinate with other departments like PCB, GHMC, wherever necessary.</p> <p><b>Sub-Task 5:</b> Identify the sources of pollutions, if any into the lake water. The sources can be domestic, agricultural, industrial, or any other within TSIIC IP leading / joining these lakes.</p>
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	<p><b>Subtask 6:</b> Find out/trace out whether effluents being discharged into water bodies are from TSIIC Industrial Parks or any other source and list.</p> <p><b>Sub task 7:</b> Characteristics of waste water and quantity generated in each TSIIC Industrial park falling in the catchment of any of the five lakes. The water quality parameters shall include pH, Colour, Taste, Odour, Conductivity, Turbidity, dissolved oxygen, TDS, Total Solids, Alkalinity, Total Hardness, Calcium, Magnesium, Chloride, Sulphate, Residual free Chlorine, Nitrate, Phosphate, Fluoride, Sodium, Potassium, Boron, BOD, COD, Iron, Manganese, Copper, Nickel, Chromium, Lead, Cadmium, Zinc, Cyanide, Mercury, Salinity, Selenium, Phenolic compounds C<sub>6</sub>H<sub>5</sub>OH, Anionic Detergents, Free ammonia, Total Nitrogen, reactive and total phosphorus, Total coliform, Faecal coliform for streams connecting the lake, etc and any other relevant information to the Assignment. The water quality assessment should be carried for ground and lake water. The quality parameters should cover specific industrial sector. No study need be carried out for the lakes in whose catchment no TSIIC Industrial park is located.</p> <p>Collection of samples shall cover the following locations. The numbers indicated are minimum no of samples.</p> <ol style="list-style-type: none"> <li>1. Within the industrial park falling in catchment area of any of the five lakes – 12 samples</li> <li>2. At the exit of Industrial park – 1 sample</li> <li>3. Along the drain/nala, if any, leading to the lake in whose catchment the Industrial park falls – 6 nos</li> <li>4. From the lake – 1 sample</li> </ol>
<p><b>Task 2:</b> Tracing all streams of effluents</p>	<p><b>Sub Task 1:</b> Identify all streams of effluents generated from the TSIIC industrial parks and tracing it till the</p>

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<p>originating from TSIIC industrial parks and map it for all five water bodies.</p>	<p>nearest water body along the slopes.</p> <p><b>Sub Task 2:</b> Estimate the quantity of effluent generated/discharged by each industry and trace its path leading to the lakes.</p> <p><b>Sub Task 3:</b> Map all the quality and quantity of waste generated and its paths in GIS.</p>
<p><b>Task 3:</b> Mitigation Measures &amp; Developing an action plan for preventing the discharge of untreated effluents from TSIIC industrial parks.</p>	<p><b>Sub Task 1:</b> Option/s available for waste water management in the Industrial parks and protection of these water bodies from water pollution, Developing an action plan covering various treatment solution/s/technologies and their effectiveness, cost, feasibility assessment for preventing discharge of untreated effluents and treatment of effluent as well as recycling/reutilization action plan at the Industrial park.</p> <p><b>Sub Task 2:</b> Estimate the cost of preventing and treatment for untreated effluents along with timelines including recycling/reutilising option. Prepare a Sustainable Business model for reusing of the treated waste water.</p> <p><b>Sub Task 3:</b> Coordinate with all the departments like PCB, GHMC, HMDA, Municipalities and hold stakeholder consultations for development of detailed action plan for the TSIIC industrial parks and indicate/suggest the course of action to be taken by other departments in their respective areas to have a healthy ecosystem in these lakes.</p>

The broad scope of services is classified in the aforesaid clause to be carried out for proper completion of works. The entire incidental services related with the activities shall be deemed included in the scope of services. No extra payment shall be made for the incidental services.

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### 5.0 Eligibility Criteria

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

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

- 5.1 The Bidders should be a single Business Entity (A Business Entity shall mean a sole proprietorship firm/ registered partnership firm / Limited Liability Partnership Firm/ a company registered in India under the Companies Act).
- 5.2 The consultant should have its office in Hyderabad, Telangana
- 5.3 The consultant should have carried out at least one similar assignment related to wastewater / industrial effluent assessment/Solid Waste Management.
- 5.4 The Bidder should have an average annual turnover of at least 75 lakhs per year in consulting business in anyone of the last three financial years (2015-16, 2016-17, 2017-18) from consultancy services.
- 5.5 The Applicant shall offer and make available all Key Personnel meeting the requirements specified below:

Key Personnel	Educational Qualification	Length of Professional Experience (years)	Experience on eligible Assignment
Team Leader	Graduation in civil engineering or Post-graduation / Master's degree in Environmental Science, or Environment Management	15	Should have experience of at least 2 Eligible assignments.



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Waste Water expert	Graduation in civil/Environment/Chemical engineering	10	Should have experience in wastewater management.
Environmental Manager	Graduation in civil engineering Postgraduate/ Master's degree in Environment Science, or Environment Management and GIS	5	Should have experience in wastewater management.

The consultant should submit the documentation proof along with completion certificate for the above projects.

5.6 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its annual turnover during each of the past three financial years. 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 along with supporting audited balance sheets for the last three financial years preceding the Proposal Due Date

5.7 No Consortium / joint venture is allowed for bidding.

5.8 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.

5.9 The consultant is also required to submit the following documents apart from the above:

- a) Firm Registration Certificate
- b) GST registration certificate

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- c) Copy of Latest IT (3 years) returns filed along with a copy of PAN.

The bidders shall submit all the documents mentioned above duly self-attested mentioning the name and along with seal.

- 5.10 Assessment of Methodology : The bidder shall submit the methodology to carryout the said task/project and make a presentation on stipulated date to be intimated after bid opening. Marks shall be awarded based on the quality of approach and methodology proposed by the Applicant and their understanding of the project requirements and its credentials.

### 6.0 Validity

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "**PDD**"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the Authority may ask the firms to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, Firms will not be permitted to modify their proposals submitted already.

### 7.0 Procedure for Opening of Bids

- 7.1 Bids received on or **before 27.06.2019 by 3.00 PM** (IST) will only be considered for evaluation. The bid opening authority will not consider any bid received after expiry of time and date specified.

- 7.2 The bids shall be opened on **27.06.2019 at 4.00 pm**. The authorized representatives of the interested bidders may like to be present during opening of bids.

- 7.3 The bid process shall be in two stages i.e., Technical bid and financial bid.

- 7.3.1 Cover "A" (Technical bid) will be opened at 1<sup>st</sup> instance and credential of the bidder will be evaluated as per Clause 5 read with Clause 8. Based on their credentials the bidders will be shortlisted.

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7.3.2 Cover “B” (Financial bid) of those bidders who are qualified/shortlisted in technical bid evaluation will only be opened and considered for award of work.

7.4 These two envelopes ‘A’ & ‘B’ carrying contents, detailed as above shall be placed in another Envelope C, which shall be sealed and clearly labelled the following identification:

**“Consultancy Services for furnishing “Detailed Study Report to identify waste water flow from the Industrial Parks into the 5 water bodies i.e. Khazipally, Isnapur, Kistareddypet, Gangigudem, Asanikunta and its mitigation measures”**

7.5 In addition to this Bid due date should be indicated on the right hand top corner of the envelopes.

7.6 The Cover ‘C’, thus sealed as above, shall be furnished to:

**The Chief Engineer**  
**Telangana State Industrial Infrastructure Corporation**  
**Limited**  
Parisrama bhavanam, 5th Floor,  
Fateh Maidan Road,  
Basheerbagh, Hyderabad – 500 004

7.7 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

7.8 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and will be rejected.

7.9 The bid inviting authority reserve the right to reject any or all bids or to accept any bid wholly or in part without assigning any reasons whatsoever to anybody.

7.10 For any further details/clarifications please contact:

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**Environmental Management & Planning (EMP) Wing**  
5<sup>th</sup> Floor, ParisramaBhavanam, TSIIC Ltd., Basheerbagh,  
Hyderabad-500 004 ,Phone: 040-2323 7672 Ext: 252.  
E.mail Id: [tsiicemp@gmail.com](mailto:tsiicemp@gmail.com)

### 8.0 Evaluation OF Bids

#### 8.1 Technically Qualified bidder

The technical Proposal will be evaluated on the basis of Adequacy of methodology, experience of the key Personnel and the Applicant's experience. The bidder who score more than 70 marks in the technical evaluation shall be eligible to open financial bid.

#### 8.2 Successful Bidder

The bidder who is technically qualified and quotes the lowest price will be the successful bidder.

**Consultants will be selected based on the following aspects:**

Evaluation criteria	Marks
<b>1. Adequacy of methodology and the proposed work plan with respect to the scope of work</b> a) Approach, methodology & schedule - 15 marks b) Techniques to be adopted, software etc - 5 marks	20
<b>2. Annual Turn over</b> Upto 75 lakhs – 10 marks 75-100 lakhs – 15 marks Above 100 lakhs – 20 marks	20
<b>3. Qualification and competence of the key staff</b> <b>a. Team leader</b> Upto 15 years – 8 marks more than 15 years – 11 marks <b>b. Waste water expert – each expert 4marks subject to maximum of 8 marks</b> <b>c. Environmental Manager- each Manager 2marks subject to maximum of 6 marks</b>	25

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<p>Experience of the consultants.</p> <p>The consultant should have carried out similar assignment/project related to waste water/industrial effluent/solid waste management.</p> <p>Waste water/industrial effluent – for each assignment/project 3 marks subject to maximum of 15 marks</p> <p>Solid waste management – for each assignment/project 4 marks subject to maximum of 20 marks</p>	35
<b>TOTAL</b>	100

### 9.0 Conflict of Interest

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.

### 10.0 Negotiations

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations generally, will be for re-confirming the obligations of the Consultant under this RFP document. In case the Selected consultancy firm fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected consultancy firm and invite it for negotiations.

### 11.0 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 3 (three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

### 12.0 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within one week.

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### 13.0 Commencement of Assignment

The Consultant shall commence the Consultancy Services on the same date of the Agreement, or such other date as may be mutually agreed.

### 14.0 Proprietary data

All documents and other information provided by the Authority or submitted by the Applicant to the Authority shall remain or become the property of the Authority. Applicant and the Consultant, as the case may be, are to treat all information as strictly confidential. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

### 15.0 Deliverables & Payment Terms and Conditions:

<i>Tasks</i>	<i>Timelines</i>	<i>Payment</i>
<b>Inception report</b>	15 days from agreement	15 %
<b>Task 1</b>	30 days from the signing of the agreement	25%
<b>Task 2 &amp; 3</b>	60 days from the signing of the agreement	40%
<b>Submission of Final Report</b>	90 days from the signing of the agreement	20%

*The period for completion of whole assignment is 3 (months).*

15.1 The consultant shall raise the invoices for each of the aforementioned deliverable upon completion thereof. The fee is inclusive of all overhead, incidentals, sample collection, testing and analysis, cost of site visits, printing cost of documents, Reports etc. The fee is exclusive only of applicable GST which will be paid extra by TSIIC.

15.2 The Consultants shall supply to TSIIC free of cost required number of hard copies and soft copies of all the Reports along with all the backup documents and drawings prepared for all stages.

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## Appendix A: TERMS & CONDITIONS

### 1.0 Definitions

- 1.1 "Affiliate" means any entity which is controlling, controlled by, or under common control with, any addressee of the RFP.
- 1.2 "Business Terms" means the terms set out in this Appendix.
- 1.3 "Claim" means any claim or proceeding of any nature (whether in contract, tort, breach of statutory duty or otherwise and including, but not limited to, a claim for negligence).
- 1.4 "Client/TSIIC" means Telangana State Industrial Infrastructure Corporation Limited
- 1.5 "Contract" means this Contract/Agreement (including Appendix A)
- 1.6 "Deliverables" means any deliverables identified in the RFP to be provided to client in respect of the Services.
- 1.7 "Losses" means any losses, Claims, liabilities, damages, costs or expenses in any way relating to or arising out of the Contract or the Services.
- 1.8 "Services" means the services, Deliverables and work product described in the RFP.
- 1.9 "Subcontractor" means a third party (other than the selected consultant) to whom consultant subcontracts any of the Services.

### 2.0 Contract and Parties

- 2.1 The Contract constitutes the whole agreement between the Client and Consultant in relation to the Services.
- 2.2 This Contract is between the Client (TSIIC) and Consultant. The consultant may subcontract Services for specific components under this Contract, with the consent of the Client, to Subcontractor. The Client's relationship is solely with the consultant as the entity contracting to provide the Services. The consultant remains responsible to the Client for all of the Services under this Contract, including Services performed by any Consultant Entity or Subcontractor.

### 3.0 Responsibilities of the Client

- 3.1 The Client is responsible for determining that the scope of the Services is appropriate for its needs.

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- 3.2 The Client shall cooperate with consultant in the performance of the Services, including, without limitation, providing reasonable facilities and timely access to data, information, if any, and personnel of the Client. However, the Consultant shall be responsible verifying the information and for seeking any further relevant information required for the assignment from any department/state bodies, if need be.
- 3.3 Except as otherwise provided in the RFP, the Client shall be solely responsible for, among other things: (A) making all management decisions and performing all management functions; (B) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the Services; (C) evaluating the adequacy and results of the Services; (D) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

### **4.0 Responsibilities of the selected Consultant**

- 4.1 This is a services engagement. Consultant warrants that it shall perform the Services in good faith and with due diligence and professional care.
- 4.2 The consultant will make all reasonable efforts to supply the Services in accordance with any timetable referred to in the RFP or otherwise specified by the parties in writing.
- 4.3 In providing the Services, the consultant may discuss ideas with the Client orally or show the Client drafts of Deliverables and/or work products. To the extent that the content of such drafts or oral advice is finalized and confirmed by the Client in writing, such writing shall supersede any previous drafts or oral advice.
- 4.4 Consultant understands that the Client may be subject to laws that prohibit bribery and/or providing anything of value to government officials with the intent to influence that persons actions in respect of the Client's business. The consultant may be subject to similar laws and codes of professional conduct and has its own internal policies and procedures which prohibit illegal or unethical behaviors. In providing the Services, the consultant undertakes not to offer, promise or give financial or other advantage to another person with the intention of inducing a such person to perform improperly or to reward improper behavior for the benefit of the Client, in each case, in violation of the Prevention of Corruption Act 1988 and any other



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similar laws to which the consultant is subject to in the provision of its services under this Contract.

- 4.5 The Consultant has to attend this Office whenever required by TSIIC and shall support TSIIC in various meetings/forums as need be.

### **5.0 Payment of Invoices**

- 5.1 The consultant's invoices are due and payable by the Client upon presentation and approval of the services/submitted under each stage by the Authority.
- 5.2 GST will be paid separately at applicable rates. The consultant undertakes to complete the necessary compliance including the timely issuance of invoice and/or other necessary document, uploading the relevant invoice and/or document details on the GSTN portal and making payments of GST to the government authority. The Client shall be responsible for GST compliance on its part as a service recipient including providing necessary GST details to consultant, submission of returns and maintaining prescribed records as may be prescribed.
- 5.3 The fees payable shall be based on completion of milestones as per Clause 15 "Deliverables & Payment Terms and Conditions". No other fees other than prescribed in Clause 15 in addition to GST shall be payable. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Chief Engineer may add or subtract the difference from any subsequent payments.

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### 6.0 Term

- 6.1 Unless terminated sooner in accordance with its terms, this Contract shall terminate once the Services have been performed in conformity of the Client.
- 6.2 The Client may terminate this contract, by not less than fifteen (15) days written notice of termination to the consultants, to be given after occurrence of any of the events specified in paragraphs (a) to (g) through
- a.) If the consultant do not remedy a failure in the performance of their obligations under the contract, within fifteen (15) days of receipt after being notified or within such further period as the client may subsequently approve in writing. In the event of the failure on the part of Consultant to complete the 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.
  - b.) If the consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary. 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 Consultant.
  - c.) If, as the result of force majeure, the consultants are unable to perform a material of the service for a period of not less than fifteen (15) days.
  - d.) If the consultants, in the judgement of the client has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
  - e.) If the consultant does not/fails to undertake the Consultancy Services in accordance with the RFP and breach any of the terms & conditions this contract.
  - f.) If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 20 hereof.

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- g.) If the Consultant submit to the Chief Engineer a statement which has a material effect on the right, obligations or interests of the TSIIC and which the Consultant knows to be false;

For the purpose of aforesaid Clause 6.2 d), “Corrupt practice” means the offering, giving or soliciting of anything of value to influence the action of an official in the selection process or in contract execution.

“Fraudulent practice” means a misrepresentation of fact in order to influence a selection process or the execution of a contract to detriment of the borrower, and includes collusive practice among consultants (prior to or after submission of proposals) deigned to establish price at artificial non – competitive levels and to deprive the borrower of the benefits of free and open competition.

### 6.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Clause 6 hereof, or upon expiration of this Contract with the efflux of time hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentially set forth in Clause 11 “Confidentiality” hereof;
- (iii) Any right which a Party may have under the Applicable Law.

### 6.4 Cessation of Services

Upon termination of this Contract by notice pursuant to Clause 6 hereof, or with efflux of time, 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, the Consultant shall proceed as provided, respectively, by Clause 14 “Proprietary Data” hereof.

- 6.5 Upon termination of the Contract as per aforesaid Clause 6, the TSIIC will compensate consultant under the terms of the RFP for the Services performed towards the completed milestones through the effective date of termination.

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## **7.0 Ownership of Deliverables**

Subject to payment of consultant's fees (i) all reports and other documents ('Deliverables') prepared by consultant in performing the Services under this Agreement for being delivered to TSIIC in connection with the Project shall become and remain the property of TSIIC and (ii) Consultant shall, not later than 30 (Thirty) days from the date of termination or expiration of this Agreement, deliver all such documents to TSIIC, together with a detailed inventory thereof. Consultant may retain a copy of such documents.

## **8.0 Limitation on Damages**

8.1 Nothing in this Contract shall exclude or restrict or prevent a Claim being brought in respect of:

8.1.1 any liability finally judicially determined to arise primarily from the fraud or bad faith of any consultant Entity or any Subcontractor; or

8.1.2 any other liabilities which cannot lawfully be limited or excluded, save to the extent permitted by law.

8.2 The Client agrees that Consultant shall not be liable to the Client for any Losses for an aggregate amount in excess of the fees paid by the Client to Consultant under the Contract.

8.3 In circumstances where the provisions of Clause 2 are finally judicially determined to be unenforceable, no Consultant Entity or Subcontractor shall be liable to the Client for any Losses for an aggregate amount in excess of the fees paid under the Contract.

8.4 In circumstances where all or any portion of the provisions of this paragraph 8 are finally judicially determined to be unenforceable, the aggregate liability of consultant and any other consultant Entity or Subcontractor for any Loss shall not exceed an amount which is proportional to their relative responsibility for the Loss to which the Claim relates taking into account the contributory negligence (if any) of the claimant and the responsibility and/or liability of any third party.

8.5 Consultant will not be liable for Losses arising as a result of the provision of false, misleading or incomplete information or documentation or the withholding or concealment or misrepresentation

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of information or documentation by any person other than a Consultant Entity or a Subcontractor.

### **9.0 Force Majeure**

Neither party shall be liable for any delays or non performance directly or indirectly resulting from circumstances or causes beyond its reasonable control.

### **10.0 Limitation on Actions**

No action, regardless of form, relating to this Contract or the Services, may be brought by Consultant or the Client more than two years after the cause of action has accrued under applicable law.

### **11.0 Confidentiality**

- 11.1 To the extent that, in connection with this Contract, either Consultant or the Client (the “receiving party”) comes into possession of any information, trade secrets or other proprietary information relating to the other (the “disclosing party”) which is designated in writing by the disclosing party as ‘Confidential Information’ (the “Confidential Information”), it shall not disclose such Confidential Information to any third party without the disclosing party’s consent except to the Client’s or consultant’s legal advisors solely for the purpose of obtaining legal advice, or as may be required by law, regulation, judicial or administrative process, or to the extent that such Confidential Information (A) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by the receiving party in breach hereof, (B) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party which the receiving party believes is not prohibited from disclosing such information to it by obligation to the disclosing party, (C) is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto or (D) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party of such information. In satisfying its obligations under this Paragraph 11.1 each party shall maintain the other’s Confidential Information in confidence using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information, but in no event less

## Request for Proposal (RFP)

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than a reasonable degree of care. The obligations imposed by this clause 11.1 shall survive the termination of this Contract for a period of two (2) year.

- 11.2 Disclosure by Consultant : The Client also consents to Consultant disclosing Confidential Information (i) to any Consultant Entity and to any Subcontractors that have agreed to be bound by confidentiality obligations similar to those in this paragraph 11 and (ii) to its auditors, insurers or in accordance with applicable professional standards, or in connection with potential litigation.
- 11.3 In the performance of the Services, any Consultant Entity or any Subcontractor may communicate or discuss the affairs of the Client with the other advisers of the Client and may do so free from any obligation of confidentiality.
- 11.4 The Client acknowledges that Consultant, in connection with performing the Services, may develop or acquire general knowledge, experience, know-how, skills and ideas that are retained in the memory of its personnel. Notwithstanding anything to the contrary herein, the Client acknowledges and agrees that Consultant may use such general knowledge, experience, know-how, skills and ideas.
- 11.5 Each party shall comply with their respective obligations under the applicable data protection laws to the extent in connection with the Contract and the Services a party stores, processes or transfers any personal data to which data protection laws apply (“Personal Data”). In relation to any Personal Data which is used by Consultant as part of the Services, consultant will: (i) use such personal data only in accordance with lawful and reasonable instructions of the client; and (ii) in compliance with legally required security obligations applicable to Consultant. The Client confirms that it has obtained all legally required authorizations to transfer any Personal Data to Consultant, and contractors providing administrative, infrastructure and other support services to Consultant as well as to any Consultant Entity (including any subcontractors) and their respective personnel, and any subcontractor, including across borders.

### **12.0 Survival and Interpretation**

- 12.1 Any provisions of the Contract which either expressly or by their nature extend beyond the expiration or termination of this Contract shall survive such expiration or termination, including, without limitation, paragraphs 2 (Contract and Parties), 5 (Payment of Invoices), 7 (Ownership of Deliverables), 8 (Limitation on Damages), 10 (Limitation on Actions), 11.8 (Disclosure and use by

## Request for Proposal (RFP)

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Client), 12 (Survival and Interpretation), 13 (Assignment), 14 (Indemnification), 18 (Governing Law and Submission to Jurisdiction) and 19 (Entire Agreement).

- 12.2 If any provision or part of this Contract is found by a court of competent jurisdiction or other competent authority to be unenforceable, such provision or part shall not affect the remainder of the Contract, but such unenforceable provision or part shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein. The provisions of paragraphs 2 (Contract and Parties), 8 (Limitation on Damages), 9 (Force Majeure), 10 (Limitation on Actions), 14 (Indemnification), 18 (Governing Law and Submission to Jurisdiction) and 19 (Entire Agreement) hereof shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy.
- 12.3 No person who is not a party to this Contract other than a Consultant Entity and consultant shall be entitled to enforce any of its terms. This Contract can be varied without any third party's consent.
- 12.4 The headings in this Contract are for convenience only and shall not affect the interpretation of this Contract.

### **13.0 Assignment**

No party may assign or otherwise transfer this Contract without the prior express written consent of the other, except that Consultant may assign any of its rights or obligations hereunder to any Consultant Entity and to any successor to its business. Neither party will directly or indirectly assign or transfer to a third party any Claim against the other party arising out of this Contract.

### **14.0 Indemnification**

- 14.1 The Consultant will indemnify, defend, save and hold harmless the Client and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (“the Government Indemnified Persons”) against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Consultant of any of its obligations under this Agreement or any related agreement



## Request for Proposal (RFP)

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or from any negligence of the Consultant under contract or tort or on any other ground whatsoever.

### **15.0 Liability**

Consultant will not be liable for losses arising out of the client's use of consultant's deliverables or Consultant's advice for any purpose other than that set out in the RFP.

### **16.0 Use of name and logos**

Consultant and the Client agree that neither shall use the other's name, trademarks, service marks, logos, trade names and/or branding without prior written consent.

### **17.0 Electronic Communications**

17.1 Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning this Contract, as well as other means of communication used or accepted by the other.

17.2 It is recognized that the Internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. Electronic communications are also prone to contamination by viruses. Each party will be responsible for protecting its own systems and interests and, to the fullest extent permitted by law, will not be responsible to the other on any basis (whether in contract, statute, tort (such as negligence) or otherwise) for any loss, damage or omission in any way arising from the use of the Internet or from access by any Consultant Entity to networks, applications, electronic data or other systems of the Client.

### **18.0 Governing Law and Submission to Jurisdiction**

18.1 This Contract, including all matters relating to it shall be governed by, and construed in accordance with, the laws of the India without giving effect to the choice of law principles thereof.

18.2 Any action or proceeding arising out of or relating to this Contract or the Services shall be **brought and maintained exclusively in the courts of Hyderabad**. The parties hereby expressly and irrevocably



## Request for Proposal (RFP)

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(i) submit to the exclusive jurisdiction of such courts for the purposes of any such action or proceeding and (ii) waive, to the fullest extent permitted by law, any defense of inconvenient forum to the venue and maintenance of such action in any such courts.

### 19.0 Entire Agreement, Modification and Effectiveness

- 19.1 Nothing discussed prior to execution of the RFP induced, nor forms part of, the Contract unless as specifically set out in this Contract. This Contract supersedes any previous agreement, proposal, understanding or communication, written or oral, relating to its subject matter.
- 19.2 No variation to the Contract shall be effective unless it is documented in writing and signed by authorized representatives of both parties, provided, however, that the Scope of Work set forth in the RFP may be changed by agreement of the parties in writing, including by e-mail or facsimile.

### 20.0 Settlement of Disputes

- 20.1 Except where otherwise provided in the contract, all disputes relating to the Contract or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, orders or these conditions or otherwise concerning the contract or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with by the Chief Engineer, TSIIC.
- 20.2 If the Consultant is dissatisfied with the decision of the Chief Engineer, the Consultant shall give in writing to the VC & MD, TSIIC with a copy to Chief Engineer on any matter in connection with or arising out of the contract, to be unacceptable within 15 days. The decision of VC&MD, TSIIC shall be binding on both the parties.
- 20.3 Any Dispute which is not resolved amicably as stated above, shall be finally decided through Arbitration. Such arbitration shall be held in accordance with the Arbitration and Conciliation Act 1996 and the venue of such arbitration shall **be at Hyderabad, and the language of arbitration proceedings shall be English.**

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Acceptance:

\_\_\_\_\_  
(Name of the Client)

Signature of the Authorized Signatory

:

\_\_\_\_\_  
Name of the Authorized Signatory

:

\_\_\_\_\_  
Title

:

\_\_\_\_\_  
Date

:

\_\_\_\_\_  
Authorization  
CONSULTANT

Signature of the Authorized Signatory

:

\_\_\_\_\_  
Name of the Authorized Signatory

:

\_\_\_\_\_  
Title

:

\_\_\_\_\_  
Date

:

\_\_\_\_\_

## Request for Proposal (RFP)

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### **FORMATS FOR SUBMISSION OF PROPOSAL**

#### **FINANCIAL BID (Cover – B)**

**(On the letter head of the bidder)**

Date: \_\_\_\_\_

**To**

**The Chief Engineer**

**Telangana State Industrial Infrastructure Corporation Ltd (TSIIC)**

**5<sup>th</sup> Floor, Parisaram Bhavan,**

**Basheerbagh, Hyderabad -04**

**Sir,**

**Sub: Consultancy Services for furnishing “Detailed Study Report to identify waste water flow from the Industrial Parks into the 5 water bodies i.e. Khazipally, Isnapur, Kistareddypet, Gangigudem, Asanikunta and its mitigation measures” – Financial Bid – Submitted.**

**Ref:** Your Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

\* \* \* \* \*

I/We, the undersigned offer to provide the Consultancy Services for the above mentioned Assignment in accordance with the terms and conditions contained in the Bid Document supplied to us along with your letter cited.

Our all inclusive Bid Amount being the fee for the whole Assignment, except GST, is Rs.....(Rupees.....only).The quoted amount as above exclusive of applicable GST but inclusive of all overhead, incidentals, cost of site visits, printing cost of documents (Reports etc) etc.

1. Cost for carrying out the study is Rs. \_\_\_\_\_ excluding GST.
2. Cost for each sample is Rs. \_\_\_\_\_ excluding GST.
3. Total samples cost is Rs. \_\_\_\_\_ (20 nos. \* 5 lakes) excluding GST.

Our bid is unconditional and valid for 180 (One Hundred and Eighty) days months from the due date for submission of bid.

## Request for Proposal (RFP)

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Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations up to expiration of the validity period of proposal i.e, 180 (One Hundred and Eighty) days from the due date for submission of bid.

I/We undertake, if our proposal is accepted, to initiate the consultancy service related to the assignment on the same day of concluding agreement with the authority.

I/We also understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Signature : \_\_\_\_\_

Full Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Address : \_\_\_\_\_

(Authorized Representative)

## Request for Proposal (RFP)

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### **LETTER OF APPLICATION** (On the Letter Head of the Bidder)

**Date:**

**To**

**The Chief Engineer**

Telangana State Industrial Infrastructure Corporation Ltd(TSIIC)  
5<sup>th</sup> Floor, Parisramabhavan,  
Bhasheerbagh, Hyderabad -04

**Sir,**

**Sub: Consultancy Services for furnishing “Detailed Study Report to identify waste water flow from the Industrial Parks into the 5 water bodies i.e. Khazipally, Isnapur, Kistareddypet, Gangigudem, Asanikunta and its mitigation measures”- Bid Document submitted.**

**Ref:** Your Letter of Invitation No. \_\_\_\_\_ dated \_\_\_\_\_  
\* \* \* \*

1. In response to your letter cited and being duly authorised to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the requirements and information provided, the undersigned hereby submit our Bid Document for the Assignment with the details as per the requirements of RFP document for favour of consideration.
2. I/We are submitting the Cover ‘A’ and Cover ‘B’ enclosing the documents as mentioned in RFP document.
3. We agree and undertake to abide by all the terms and conditions of Bid Document. Our Bid is consistent with all the requirements of submission as stated in the Bid Document. The information submitted in our Bid is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Our Bid is unconditional and is valid for 180 (One Hundred and Eighty) days from the due date for submission of bids.

Yours faithfully,

(Authorized Signatory)  
(Name, Title and seal of Bidder)

## Request for Proposal (RFP)

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### AGREEMENT

**Name of work: Consultancy Services for furnishing “Detailed Study Report to identify waste water flow from the Industrial Parks into the 5 water bodies i.e. Khazipally, Isnapur, Kistareddypet, Gangigudem, Asanikunta and its mitigation measures”.**

**Agreement Bond No:            Date:     . .2019.**

\*\*\*\*\*

This Agreement (hereinafter referred to as the “**RfP**”) is made on this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between:

**Telangana State Industrial Infrastructure Corporation Limited**, a Government of Telangana Undertaking and a company within the meaning of the Companies Act, 2013 [duly incorporated under the Companies Act, 1956], having its registered office at “Parishrama Bhavan” 6th Floor, 5-9-558/B, Basheerbagh, Fateh Maidan Road, Hyderabad-500004 Telangana State, India., represented by the Chief Engineer, (hereinafter referred to as the “**Client/TSIIC**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of **ONE PART**

And

\_\_\_\_\_ a firm having its registered office \_\_\_\_\_, and represented by \_\_\_\_\_ which expression shall, unless repugnant to the context thereof, include successors and permitted assigns under the management) of the **OTHER PART**.

Whereas the Authority is desirous of **Consultancy Services for furnishing “Detailed Study Report to identify waste water flow from the Industrial Parks into the 5 water bodies i.e. Khazipally, Isnapur, Kistareddypet, Gangigudem, Asanikunta and its mitigation measures”** and decided to engage

## Request for Proposal (RFP)

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a Consultant to assist the Authority for preparing Telangana State action plan for RE & CE.

Whereas the Authority has invited the Bids from Consultants for this purpose and accepted the bid of M/s. \_\_\_\_\_-., being the lowest at **Rs. \_\_\_\_\_Rupees \_\_\_\_\_only) all inclusive but excluding GST for the completion of assignment.**

**Now it is hereby agreed as follows:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document (RFP). The conditions for RFP shall be deemed to form and be read and constrained as part of this Agreement.
2. In consideration of the payment to be made by Authority to the consultant as hereinafter mentioned, the consultants hereby covenants with the Authority to execute and complete assignment in conformity with the provisions of the contract.
3. The Authority hereby convents to pay the consultancy fee to the consultant, in consideration of assignment, completed in terms and in the manner prescribed by the contract.
4. Time shall be considered as the essence of the Agreement and the consultant hereby agrees to commence the work as soon as this agreement is accepted by the Authority and to complete the whole assignment in Three (3) months from the day of signing the agreement and to show the progress as defined in the tabular statement under “Deliverables & Payment Terms and Conditions”

IN WITNESS WHEREOF the parties here to have caused their respective common seals to be here into affixed (or have hereinto set their respective hands and seals) the day and year first above written.

## Request for Proposal (RFP)

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Signed, sealed and delivered

**By the Said**

**By the Said**

**Authorised Signatory  
On Behalf of the Consultant**

**On Behalf of the TSIIC Ltd**

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Name & Designation

Name & Designation

Name & Address  
In the presence of witness  
(Name & Address)

1.

2.