

Chhattisgarh State Industrial Development Corporation

Request for Proposal Document

**Consultancy Services
to
Develop an Industrial Water Strategy
for
The State of Chhattisgarh**

1st Floor, Udyog Bhawan, Ring Road No.-1, Telibandha, Raipur, 492006 Chhattisgarh,
India

Phone-0771-6002071-73

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Email- csidc.cg@nic.in, csidc_raipur@yahoo.com

Key Information:

Bid Opening Date 21st September, 2016

Bid closing Date 20th September, 2016 by 1700 Hrs.

Contact Address **Managing Director**
Chhattisgarh State Industrial Development Corporation 1st
Floor, Udyog Bhawan, Ring Road No.-1, Telibandha, Raipur -
492006, Chhattisgarh

Bid Application Fee Rs.10000.00 [Rupees Ten Thousand]
{Non Refundable}

I. Introduction:

Industrialization plays an important role in the economic development of Chhattisgarh. As part of wider modernisation process, the State is rapidly moving from agricultural civilization to industrial civilization. A number of wide ranging industries have come up in the State due to availability of minerals, power, labour and agricultural base. Chhattisgarh has total of 52 industrial areas which houses these numerous industries.

Increasing economic activities however requires consistent and reliable support system. The growing pace of industrial development is pressurising the industrial water demand significantly. This presses government to explore newer sources, focus on water recovery and reuse, procure efficient technologies and knowhow, and to identify required organizational reforms to match such demand sustainably.

On the basis of existing scenario and state water-supply priorities, the government intends to identify reliable options for industrial water-supply to develop sustainable industrial water tariff mechanism for creating equitable availability of water. Hence, this study is commissioned to develop comprehensive industrial water sustainability plans for the state of Chhattisgarh. Beginning with detailed state wide industrial water demand-supply, examination of existing systems, reliability of sources, investigation of financial soundness and institutional framework, we intend to identify strategies for providing sustained industrial water and thereby sustaining the industrial growth.

2. Assignment:

Detailed study has to be carried out as per the terms of references and format provided in Annexure-I.

3. Submission:

Proposals as per this 'Request for Proposal format' (RFP) are sought by the due date and time for the submission. Proposal submission includes a non-refundable application fee of rupees ten thousand only.

This application fee has to be submitted in form of demand draft (DD) favoring 'CSIDC Ltd.', payable at Raipur, Chhattisgarh

Your technical document, financial document and non-refundable demand draft towards application fee has to be covered in three different envelop clearly mentioning the contents on cover. All the three envelop shall finally be enclosed in one bigger envelop as submission. The cover shall clearly mention the name of assignment.

Document submitted in parts or after the bid submission time shall not be considered for evaluation. CSIDC also reserves the right to postpone part/complete study or scrap the very bidding process itself.

With this brief, the RFP and Draft Contract is forwarded to all consultants who are associated with water sector and empanelled with CSIDC, for receiving detailed proposals from them.

Thanking you,

Sincerely

General Manager

Annexure-I

Terms of Reference - Industrial Water Sustainability Plans for Chhattisgarh

Government of Chhattisgarh intends to develop industrial water sustainability plans for the State by taking next 25 years into consideration. Chhattisgarh State Industrial Development Corporation (CSIDC) Limited plans to undertake water study to ensure water sustainability for industries. Core objectives of the project are to:

- i) Assess water demand and supply gap for industry sector
- ii) Identify interventions to reduce demand-supply gap
- iii) Study potential business models for implementing interventions

Study would be undertaken at following three tiers at state level:

- A. State level water sectorial assessment
This study would estimate water demand and supply for all 3 sectors, namely domestic, agriculture and industry at state level. The extent of gap in water supply should be gauged for current as well as future scenario. This broad level study should consultant develop state-level strategy framework for meeting the industrial demand supply gap with its commercial feasibility assessment. This framework should be later adapted for preparing detailed water safety plans for current and future industrial clusters.
- B. Water safety plan for existing 52 industrial clusters
Consultant should adapt from state-level strategy framework and prepare water safety plan for existing industrial clusters considering district as the boundary. Here detailed assessment of water supply and demand should be undertaken by Consultant by visiting each industrial estate and gaining ground knowledge. The framework should be applied for developing district level water safety plan with definitive action plan for each industrial estate in the district. The plan would cover water use optimization, feasibility for developing reservoir for water storage and measures along with action plan to be undertaken by the department to optimize water utilization in the industrial areas.
- C. Water safety plan for available land bank across 9 districts
Consultant should adapt from state-level strategy framework and prepare water safety plan for available land banks where industrial units are planned to be established considering district as the boundary. Here detailed assessment of water supply and demand should be undertaken to assess potential supply of water possible for industrial sector. Based on this, Consultant should develop framework to be applied for district for defining kind of industries that can come up in the district and action plan to meet the water supply demand gap.

The study would be divided into following four modules to meet the project objectives. These modules should be adapted for all 3 tiers of the study.

Module 1: Current scenario assessment

- 1.1. Consultant should undertake study to capture data on the current state of water. Current state assessment should cover water sources, supply, demand, existing tariff structures, policy adopted etc. affecting water consumption patterns of stakeholders
- 1.2. The consultant shall conduct a background study of publicly available documents, relevant government reports, research reports, etc. to understand the water sector scenario in Chhattisgarh, with a focus on the industrial sector.
- 1.3. The study shall include data collection and review of aspects such as,
 - i) Sources of water supply in the region and its distribution to various stakeholder,
 - ii) Vulnerability of current water sources as well as efficiency of water supply networks.
 - iii) Water demand from industrial, agriculture and domestic sector in the region
 - iv) Profile of industry sectors and growth rate in the region
 - v) Shared water demand from domestic and agricultural sectors
 - vi) Industrial water tariff structures in the region
 - vii) Water related policies implemented nationally as well as in the region
 - viii) Programs undertaken in State to harness water
- 1.4. The consultant shall prepare questionnaire and undertake primary and secondary research on the above aspects from concerned stakeholders for all three tiers of the study.
- 1.5. A stakeholder consultation workshop, facilitated by the CSIDC will be organised, to discuss and validate the information gathered. The workshop will seek participation from sector experts, key government departments, key industrial associations and estates.

Module 2: Industrial water supply-demand forecasting & gap assessment

- 1.6. The examination of various present and future sources of water and their reliability for industrial availability should be carried out for the next 25 year time horizon.
- 1.7. Water supply forecasting scenarios should be drawn from a combination of research studies and discussions with experts and government officials. Consultant shall undertake the following forecasting:

- Water supply forecasting – through secondary research
 - Water demand forecasting – through use of econometric time series techniques
 - Water supply-demand gap analysis – by superimposing outputs of supply and demand forecasting
- 1.8. The consultant shall prepare water demand forecasting models for 25 year horizon for all three sectors – domestic, agriculture and industry, to forecast future water consumption by taking into account historical water consumption trends that affect water consumption over time. The analysis should include critical factors that can influence water supply and the pattern of water demand such as industrial growth rates, water pricing, implications of key water policies, population growth etc.
- 1.9. On the basis of these supply and demand projections, the consultant shall identify gaps in sector-wise demand and supply of water.

Module 3: Identification, evaluation, and prioritization of interventions

- 1.10. The consultant shall analyse the findings of module-1 and module-2, and formulate measures that may be taken to improve the overall availability of water to industry.
- 1.11. On the basis of information, the consultant shall analyse and present understanding of existing tariff structures by source of water supply, including extent of subsidy, cross-subsidy, and any other incentives and disincentives impacting actual cost of water.
- 1.12. Consultant shall provide understanding on tariff reforms required by the State. The consultant shall analyse existing tariff structures by source of water supply, including extent of subsidy, cross-subsidy, and any other incentives and disincentives impacting actual cost of water.
- Understand cost-benefit to industry against actual cost of water for all available and potentially available sources of water.
 - Understand effectiveness of existing tariff structures based on factors such as ability and willingness to pay, billing, metering, and collection efficiencies, grievance redressal, etc.
- 1.13. The consultant shall identify and develop alternative tariff model/models considering economic, institutional, and administrative factors.
- 1.14. The consultant shall identify investments in technology required to meet the demand supply gap. Consultant should guide on the type of business model to be adopted for implementing these projects and the current subsidy and incentives available from GOI and Government of Chhattisgarh for undertaking these projects.

- 1.15. The consultant shall evaluate commercial feasibility of the identified interventions and prioritize the interventions on a short-term, medium-term, and long-term basis. The consultant should also suggest potential implementation models for the prioritized interventions leveraging on economic and regulatory drivers for all concerned stakeholders.
- 1.16. Consultant will identify and evaluate various institutional mechanisms to enable better mobilization of capabilities of private and public sector towards efficient water use.
- 1.17. The consultant shall also identify and evaluate various market-based mechanisms to bring about efficiencies in industrial water supply and consumption.

Module 4: Development of strategies, action plan and business models for enhancing industrial water supply

- 1.18. Strategies and action plan shall be developed by the consultant on the basis of interventions that would be identified and evaluated in module-3.
- 1.19. Prior consultation with CSIDC shall be undertaken to prioritise interventions related to industrial water supply, on the basis of which, final action plan shall be formulated by the consultant.
- 1.20. The action plan should cover:
 - Evaluation of implementable solutions and actions to translate prioritised interventions
 - Identification of strategies to support implementation of actions areas
 - Study potential business models for implementing interventions
 - Phase-wise action planning; Short-term, Medium-term and Long-term

Annexure-II

Confirmation of Scope of Service by the Consultants

We, _____ (name of Consultants) do hereby affirm and confirm that we have read and correctly understood the CSIDC's requirement of services as prescribed in detailed Terms of References contained in Annexure-"I" and agree to provide these services to the CSIDC in the form of best engineering and professional practices and to enter into a project Consultancy agreement with the CSIDC on our selection

Signature of the Consultant

Annexure-III

Confirmation details of your team for this assignment

1. We _____ (name of the Consultant) hereby confirm that we shall provide the services envisaged by the CSIDC under Annexure-I on our own.

2. We _____ (name of the Consultant) shall provide the services envisaged by the CSIDC under Annexure-I by forming a consortium with M/s. _____ [name as per the terms of the consortium agreement attached herewith (also give details of the consortium partner)] and do hereby confirm that the total responsibility of services shall vest on us as the lead consortium partner.

Signature of the Consultant

Annexure-IV

Company Details:

- 1) Name of the Consultant
- 2) Address
- 3) Telephone Nos.
- 4) Fax Nos.
- 5) E-mail
- 6) Status (Tick and Attach supporting document)
 - a) Individual
 - b) Partnership firm
 - c) Private Limited Company
 - d) Limited Company
- 7) Date of Company's Incorporation
- 8) Date of starting consultancy profession/business
- 9) Registrations and empanelling:
 - i)
 - ii)
 - iii)
 - iv)
 - v)
 - vi)
- 10) Fields of professional expertise:
 - a)
 - b)
 - c)
- 11) Total Experience in providing consultancy in the study related fields :
- 12) Total Nos. of consultancy assignments completed in last ten years :
- 13) Total Nos. of consultancy assignments on hand
- 14) Total Nos. of key personnel
 - a) Professionals – Senior level (more than 15 years experience) :
 - b) Professionals – Middle level (more than 10 years experience) :
 - c) Professionals – Junior level (less than 10 years experience) :
- 15) Annual Financial Turnover (Rs. In lacs)
 - (1) 2009-10 :
 - (2) 2010-11 :
 - (3) 2011-12 :

Note: Signed support needs to be attached

Annexure-V

Similar Consultancy Assignments

(Completed and in hand; in last ten years; Proposal must enclose attested copies of work order/ completion certificate clearly mentioning the role in each assignment)

Sr. No.	Name of the project State/ Country	Cost of the Project	Name & Address of the Client	Date of Award	Time Limit	Date of completion	Brief on type and nature of services provided

Annexure-VI

Description of your Approach and Methodology for this study

[Kindly describe how the study shall be carried out and how your concept can help us achieve our objectives]

Note:

If required a brief presentation or meeting on your Approach and Methodology for this study may be sought for your proposal during bid evaluation process.

CSIDC will separately communicate suitable time & venue for making necessary arrangement for presentation.

However, CSIDC also reserve the right to cancel the above presentation.

Annexure-VII

Details of key-personnel, Man-hour commitment and Involvement sheet:

Please describe the composition of key personnel in proposed Multi-disciplinary project-team. [Attachment of each of the members in the project needs to be outlined through engagement sheet and man-hour commitments for the project duration. Elaboration on key staff to be deputed at each stage and their extent of involvement has to be clearly described.

A team-leader has to be proposed from the above composition who shall be responsible for the assignment to CSIDC.

Annexure-VIII

Resume of proposed key staff

[Latest resume of each of the team members shall be enclosed for evaluation]

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm:

Nationality:

Membership of Professional Societies:

Detailed tasks assigned in this assignment:

Key Qualifications:

(Education/ Training/ Consultancy related Experience)

Employment Record:

(Starting with present position, list all position and involvement in projects).

Detailed tasks assigned in this assignment:

Work undertaken that best illustrates capability to deliver on tasks assigned:

(Support each tasks assigned by project experience)

Languages:

(Indicate proficiency in languages).

Certification

I certify that this CV correctly describes my qualifications, experience and myself. I also agree to undertake the assignment if our team is awarded the consultancy.

Signature Self/Authorized Official

Day/ Month/ Year

Annexure-IX

Reporting and Time schedule:

The exercise shall be completed in sixteen months' time from the date of contract in the following manner:

Inception report with methodology and work plan	1 month
Phase-1. State level water sectorial assessment	
Interim report on demand-supply assessment	1 month
Final report on State level action plan and strategies	2 months
Phase-2. Water safety plan for existing 52 industrial clusters	
Interim report on demand-supply assessment of all estates	4 months
Final report on all District level action plan and strategies	4 months
Phase-3. Water safety plan for available land bank across 9 districts	
Interim report on demand-supply assessment of all districts	2 months
Final report on all District level action plan and strategies	2 months
Total	16 months

- a) The consultants shall make time-to-time presentations on the model development as per requirements to respective stakeholders during study or as desired by the steering committee for this study.
- b) Time for approvals shall be other than the time mentioned for delivery submissions.
- c) Required modifications, reworking or alteration suggested by the steering committee has to be submitted promptly till the final report is accepted.

Annexure-X

1. Fees

The consultant shall quote their service fee based on the terms of reference. Quote shall be inclusive of all deductibles, administrative expenditure and fees relating to involvement of foreign expert (if any).

Detailed break-up of the cost shall be mentioned as per the format in financial bid-Schedule-A.

Payment for services shall be made as per the Schedule of payment. Payment for each of the deliverables shall be released only after approval from the review committee.

2. Payment schedule:

Payment for each schedule based on the contract amount shall be in the following way:

Deliverables	Payment at each stage (of total approved amount in INR)
Inception report	6.25%
Phase-1 Interim report	6.25%
Phase-1 Final report	12.5%
Phase-2 Interim report	25%
Phase-2 Final report	25%
Phase-3 Interim report	12.5%
Phase-3 Final report	12.5%

Annexure –XI

Eligibility Criteria:

<u>Basic Requirement</u>	<u>Specific requirement</u>	<u>Documents required</u>
Legal Entity	The bidder should be a single Business Entity. (Any kind of consortium is not allowed) For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India, and operating for the last 10 years in Business Consulting as of July 31, 2016.	Certificates of Registration/ Incorporation.
Financial Capacity	The bidder should have a minimal annual turnover of INR 250 crore from Indian operations in business consulting services in each of the previous three financial years (FY 14, 15 and 16)	Certificate from statutory auditor and audited financial statements for the three previous financial years.
Turnover from Government Consulting Services	The bidder should have a minimum annual turnover of INR 25 crore from Government consulting services in India in each of the last 3 financial years (FY 14, 15 and 16)	Certificate from statutory auditor
Bidder Experience	Experience of conducting at least three projects in India for providing consultancy services related to water sector in last 15 years as Lead Consultant/Knowledge Partner involving water demand-supply assessment, tariff determination, future projections, policy development and reforms for a Central/State Government/Donor agency	Documents viz. Letter of Award/ Agreement duly certified by the authorized signatory of the bidding company and Completion certificate to be enclosed in support.
	Experience of conducting at least three International projects for providing consultancy services related to water sector in last 10 years as Lead Consultant/Knowledge Partner involving water demand-supply assessment, tariff determination, future projections, policy development and reforms for a Government agency	Documents viz. Letter of Award/ Agreement duly certified by the authorized signatory of the bidding company and Completion certificate to be enclosed in support.
	The Applicant shall have, over the past 3 (three) years preceding the date of issuance of this RFP, undertaken at least one long term (minimum 12 months) project involving investigation of industrial water demand, assessing usage pattern and quality of water requirement, estimation of domestic,	Documents viz. Letter of Award/ Agreement duly certified by the authorized signatory of the bidding company and Completion certificate to be enclosed in support.

<u>Basic Requirement</u>	<u>Specific requirement</u>	<u>Documents required</u>
	agricultural and industrial water demand, district wise industrial growth forecasting, stakeholder consultation at State as well as field level, identification and prioritization of interventions for industrial water supply & demand and formulation of reform strategies.	

Note:

Any entity which has been barred by the Central/State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

Annexure-XII

Bid Evaluation:

Bid completed in all respect shall only be considered for evaluation. During evaluation, the technical bid shall be evaluated based on the evaluation criteria defined in this section. Minimum score of 70 out of 100 shall be the qualification mark for technical evaluation. Financial bids shall only be opened for proposals qualifying technically.

Consultants qualifying technically shall be intimated about the date and time of financial bid opening. The consultant, if required, shall also be requested to make a complete presentation of own proposal.

Final ranking of technical proposal shall be done with weightage of 80:20. Weightage of 80% shall be given to technical competence and 20% to the price during ranking.

Evaluation Criteria:

<u>Criteria</u>	<u>Sub marks</u>	<u>Maximum marks</u>
1. Past Experience of the Firm		55
Experience in Central/ State Government Department/ Multilateral Donor Agencies projects signifying the consultant's expertise in water demand – supply assessment, future projections, interventions on meeting industrial water demand, tariff determination and policy development and reforms.	No. of Projects 4 – 20 marks Projects 3 – 15 marks Projects 2 – 10 marks Project 1 – 5 marks	20
Experience in Industrial projects providing services related to water demand and supply assessment, water sourcing, investment and reforms	No. of Projects 3 – 15 marks Projects 2 – 10 marks Project 1 – 5 marks	15
Experience of projects signifying the consultant's expertise in service delivery improvement, developing institutional framework and improving performance standards	No. of Projects 2 – 10 marks Project 1 – 5 marks	10
Experience in providing advisory services for International projects related to water sector	No. of Projects 2 – 10 marks Project 1 – 5 marks	10
2. Team		15
Program Director (1) with: Qualification: - Post-graduate from Engineering/ Environment discipline	Qualification – 1 mark Experience – 1.5 marks	2.5

<u>Criteria</u>	<u>Sub marks</u>	<u>Maximum marks</u>
Experience: - Experience in water sector advisory functions for at least fifteen (15) years		
Team Leader (1) with: Qualification: - Post-graduate from Engineering/ Environment discipline Experience: - Experience in the field of environmental management with a focus on water sector for at least ten (10) years	Qualification – 1 mark Experience – 1.5 marks	2.5
Program Manager (2) with: Qualification: - MBA and Graduate from Engineering/ Environment discipline Experience: - Experience in managing water sector projects for at least 5 years	Qualification – 1 mark Experience – 1.5 marks	5
Staff (2) with: Qualification: - Graduate from Engineering/ Environment discipline Experience: - Experience of at least two (2) years	Qualification – 1 mark Experience – 1.5 marks	5
3. Approach & Methodology		15
a) Understanding of Requirement		2.5
b) Project Approach & Methodology details		5
c) Team composition		2.5
Presentation made to CSIDC on consultant's capabilities, experience, and project approach (Consultants shall be informed on schedule for presentation through a separate communication)		15
Total		100

Chhattisgarh State Industrial Development Corporation

FINANCIAL PROPOSAL

FOR

**Consultancy Services
to
Develop an Industrial Water Strategy
for
The State of Chhattisgarh**

Last Date of Submission: Month/Day/Year (Before XXXX Hours)

1st Floor, Udyog Bhawan, Ring Road No.-1, Telibandha, Raipur, 492006 Chhattisgarh,
India

Phone-0771-6002071-73

Fax- 0771-2583794

Website: www.csidc.in

Email- csidc.cg@nic.in, csidc_raipur@yahoo.com

Schedule – A

Financial Offer for the Study

Gross Total Price of Consultancy	Total price in Indian rupees	
	Figures	Words

Break up of lump sum fee quoted above be given in the subsequent schedule-A2, enclosed herewith.

The quotes should be printed in both numerals and words, and in Indian currency.

Schedule –A2

Description of the Financial Proposal

Sr. No.	Description Head	Expenditure (INR)
i)	Fee for committed man days (as per enclosed involvement sheet)	
ii)	Travel expenses (Including Foreign Travel, if any)	
iii)	Boarding, lodging and local conveyances	
iv)	Stationeries/ Communications/ Administrative Cost	
v)	Surveys	
vi)	Contingencies and overheads	
Gross Price:		

The Draft Contract for the study shall be as follows:

Industrial Water Strategy for the State of Chhattisgarh

This agreement made on the _____ day of _____ by and between Chhattisgarh State Industrial Development Corporation, (hereinafter called “the CSIDC”) with office at 1st Floor, Udyog Bhawan, Ring Road No.-1, Telibandha, Raipur, 492006 Chhattisgarh on one part and..... (hereinafter called “the Consultant”) with office at on the other part.

Whereas,

The CSIDC desires the consultancy services as shown in the Terms of reference at Annexure-I and at other annexure should be performed by the Consultant and has accepted an offer by the Consultant for the performance for such services on the terms and conditions set out and defined in this agreement.

Following attached documents shall be deemed to form, be read and construed as an integral part of this Agreement, namely:

- a) The letter of Acceptance
- b) Conditions of Consultancy Agreement
- c) The Annexure, namely:

Annexure-I Terms of References

Annexure-2 Work-Plan and Methodology

Annexure-3 Details of man hour commitments and involvement sheet

Annexure-4 Time Schedule for Reporting and Deliverables

Annexure-5 Study Cost and Payment Schedule.

In consideration of payment to be made by the CSIDC to the Consultant as hereinafter mentioned at Annexure-5 the Consultant hereby agrees with the CSIDC to perform the services in conformity with the provisions of this Agreement.

The CSIDC hereby agrees to pay the Consultant in consideration of the performance of the services such amounts as may become payable under the provisions of agreement at the times and in the manner prescribed in this Agreement.

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in this agreement and referred to hereafter.

In witness whereof the parties hereto have caused this Agreement to be executed the day and year written above.

Binding Signature(s)
of CSIDC with seal

Binding Signature(s)
of the Consultant with seal

CONDITIONS OF CONSULTANCY SERVICES

1. Definitions and Interpretation

1.1. Definition:

The following words and expressions shall have the meanings as assigned except where the context requires otherwise:

“Services” means the services to be performed by the Consultant in accordance with the Agreement as specified under the Detailed Terms of Reference and shall comprise of Normal services, Additional Services and Exceptional Services.

“CSIDC” means the party named in the Agreement, who employs the consultant, and legal successors to the CSIDC and permitted assignees.

“Consultant” means the party named in the Agreement, who is employed as an independent firm by the CSIDC to perform the services, and legal successors to the Consultant and permitted assignees.

“Party” and “Parties” mean the CSIDC and the Consultant and “Third Party” means any other person or entity, as the context requires.

“Agreement” means the conditions comprising the conditions of the CSIDC-Consultant Services Contract.

“Week” means the period of seven days according to the Gregorian Calendar commencing with any day of the week.

“Day” means the period of twenty-four hours commencing with the midnight of any one-day.

“Fees” means the amount of money to be paid to the Consultant by the CSIDC in lieu of services rendered by the Consultant to the CSIDC

1.2. Relationship between parties

Nothing contained herein shall be construed as establishing a relation of master and servants or agent or principal between the CSIDC and the consultants. The consultants, subject to this agreement, have complete charge of Personnel performing the services and shall be fully responsible for the services performed by them on their behalf.

1.3. Interpretations

- 1.3.1. The headings shall not limit, alter or affect the meaning of the agreement.
- 1.3.2. The singular includes the plural, the masculine includes the feminine, and vice-versa, where the context so requires.
- 1.3.3. If there is conflict between provisions of the Agreement, the last to be written chronologically shall prevail.

2. Consultant's Personnel

ii) General :

The consultant hereby agrees to engage the personnel and sub consultants listed by Title as well as by Name as per Annexure-VII in order to fulfill the contractual obligation under the contract.

iii) Description of Personnel :

- a) The title, agreed job description and estimated period of engagement as per involvement sheet of each of the Consultants' Key Personnel to carry out the services are described in Annexure-VII
- b) If required to comply with the provisions of the agreement, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Annexure-VII may be made by the Consultants only by written notice to the CSIDC, provided (1) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (2) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this agreement. Any other such adjustments shall only be made with CSIDC's written approval.
- iv) If additional work required beyond the scope of the Services specified in Annexure-I the estimated periods of engagement of Key Personnel set forth in Annexure-VII, may be increased by agreement in writing between the CSIDC and the Consultants, provided that such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.
- v) The Consultants shall assign a Team Leader on its behalf for this assignment, acceptable to CSIDC, to take charge of the performance of service and timely submission of deliverables.

vi) Changes in Personnel

- a) Except as otherwise agreed by CSIDC, no changes shall be made in the Key Personnel. If for reasons beyond the control of the consultants, it becomes necessary to replace any of the personnel, then the consultants shall forthwith

provide as a replacement a person of equivalent or higher qualification and experience to the satisfaction of CSIDC.

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

3. Commencement and Alteration of the Services

3.1. Effect of Agreement:

The Agreement is effective from the date it is signed.

3.2. Commencement and Completion

The services shall be commenced and completed at the times or within the periods stated in Annexure-4 subject to extensions in accordance with the Agreement.

3.3. Modification to Agreement

Should circumstances arise which call for modification of the Agreement, these may be made by mutual consent given in writing. Offer in this respect from one party shall be given due consideration by the other party.

3.4. Delays

If the services are impeded or delayed by the CSIDC so as to increase the quantum or duration of the services then;

- i) The consultant shall inform the CSIDC of the circumstances and probable effects including extension of time.
- ii) CSIDC shall take the request into account, if genuine, and the time for completion of the services shall be increased accordingly.
- iii) Time taken by CSIDC for approval of deliverables however shall be additional to reporting and time-schedule of consultant. Only after one deliverable is approved in written that the time period for next deliverable shall come into effect.

3.5. Changed Circumstances

- a) If circumstances arise for which the Consultant is not responsible and which make it impossible for him to perform in whole or in part the services in accordance with the Agreement he shall promptly notify the CSIDC in writing.
- b) In these circumstances, if certain services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding 30 days for resumption of these services.

- c) If the speed of performing certain services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

4. Amendment of Invitation for RFP document:

- a) At any time prior to the deadline for submission of RFP, CSIDC may, for any reason, modify this Invitation of RFP document by the issuance of Addendum.
- b) Such Addendum to this Invitation of RFP document shall be posted by CSIDC on its official website and shall be binding on all Applicants.
- c) In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, CSIDC may, in its sole discretion, extend the RFP Due Date.

5. Deliverables & Presentation

- 5.1. The consultant shall submit all deliverables as elaborated in Annexure- IX. The deliverables shall be in 3 original copy and 3 soft-copies of the draft and final versions.
- 5.2. Finalizing deliverables shall need convincing stakeholders at various level and forums about the evolved idea. The consultant shall thus have to make presentations as and when desired by CSIDC.

6. Fee & Terms of Payment:

- 6.1. Cost of the services payable is set forth in Annexure-..... All payments shall be made in Indian rupees.
- 6.2. On submission, invoices shall be raised by the consultants for each deliverables and the payments shall be made by the CSIDC to the consultant as per Annexure-X
- 6.3. Invoices shall be submitted in duplicate to the CSIDC indicating the work completed
- 6.4. If the progress is unsatisfactory and according to the agreed work program/schedule the payment may be withheld until such times the consultant rectifies the required shortfall.
- 6.5. In case any amount which the CSIDC has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this contract shall be reimbursed by the Consultants to the CSIDC within thirty (30) days on receipt of its notice.

7. Penalty for Delays

In case the deliverables are not submitted within the period stipulated as above due to reason attributable to consultant, the consultant shall be liable to pay at the discretion of the client liquidated damages @2% per week on the contract price subject to the maximum of 10%. Fraction of week shall be considered as full week for the purpose of such liquidated damages calculations.

8. Abandonment, Suspension or Termination

8.1. Failure to become effective:

If this agreement has not become effective within such time period after the date of the contract is signed either party, may by not less than four (4) weeks notice to the other party, declare this agreement to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto;

8.2. By notice of the CSIDC:

8.2.1. The CSIDC may suspend all or part of the services or terminate the agreement by giving notice, in writing of at least 30 days to the consultant who shall immediately make arrangements to stop the services and minimize expenditure.

8.2.2. If CSIDC considers that the Consultant is without good reason not discharging his obligations under this agreement, the CSIDC shall give a notice stating the grounds for the notice. If a satisfactory reply is not received within 30 days the CSIDC can by a further notice, in writing, terminate the Agreement provided such notice is given within 45 days of the CSIDC's earlier notice.

9. Force Majeure:

Neither the CSIDC nor the Consultant shall be considered in default in performance of the obligations under this Agreement if such performance is prevented or delayed by events such as, but not limited to, war, hostilities, revolution, riots, civil commotion, strikes, lock-outs, conflagrations, epidemics, accident, fire, wind, flood, drought, earthquake or ordinance of any Government or of any sub-division thereof, or because of any act of God, or for any other cause beyond the reasonable control of the party affected, provided notice in writing of any such cause with necessary evidence that the obligation under the agreement is thereby affected or prevented or delayed is given within 10(ten) days from the happening of the event and in case it is not possible to serve the notice within the said ten days period, then within the shortest possible period without delays. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity adducing necessary evidence in support thereof. From the date of the occurrence of a case of force majeure, the obligations of the party affected shall be suspended during the continuance of any inability so caused until the cause itself and the inability resulting into non-compliance

of respective obligations under the agreement shall stand extended by a period equal to the period of delay occasioned by such events.

10. Default by the CSIDC

The Consultant may by written notice to the CSIDC terminate this Agreement.

- 10.1. If he has not received payment of any invoice which is not contested within sixty (60) days of submission thereof;
- 10.2. For delays beyond 30 days in approval of any deliverable by CSIDC the consultant may request for release of 50% of outstanding amount.
- 10.3. If the services have been postponed as per clause 7.2 and the period of such postponement has exceeded six (6) months.

11. Entitlement of Consultant upon postponement or Termination

Upon postponement of the Services or termination of this Agreement under clause-7.2, 8.0 or 9.0 and subject to the obligation of the Consultant to reduce expenditure to a minimum as stated in clause 7.2 the Consultant shall be entitled to receive the remuneration due up to the effective date of postponement or termination and reimbursement in full for such of the costs specified as per Annexure-...., in proportion and equivalent to the actual expenditure that have been incurred prior to the effective date of such postponement or termination and for all costs incidental to the orderly termination of the services.

12. Rights and Liabilities of parties

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the parties.

13. Transfer

The Consultant shall not without the written consent of the CSIDC, in any way assign or transfer the obligations of this Agreement or any part thereof.

14. Cessation of Rights and Obligations

Upon termination of this agreement pursuant to the provisions of this agreement or upon expiration of the agreement, 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 secrecy of service and confidentiality;
- iii) Any right which a party may have under the Applicable Law.

15. Exceptional Services

- 15.1. Upon the occurrence of circumstances described in clause-7.2, 8,9, or abandonment or suspension or resumption of services or upon termination of the Agreement otherwise

than under the provisions of Clause-7.2.2 any necessary work or expense by the Consultant extra to the Normal and Additional Services shall be regarded as Exceptional Services.

15.2. The performance of Exceptional Services shall entitle the Consultant to extra time necessary for their performance and to payment for performing them.

16. Applicable laws and Arbitration:

16.1. Any dispute or difference shall be endeavoured to be solved by mutual negotiations Or CSIDC (owner's) decision will be final and binding upon.

16.2. The rights and obligations of the CSIDC and the consultant under this agreement will be governed by the jurisdiction of Ahmedabad.

17. General Provisions:

17.1. Ownerships of data, Information and Documentation

All data collected, software developed, information generated and documentation prepared under the scope of this assignment shall be the property of the CSIDC. Any reproduction, in part or full of the submissions made would require permission of CSIDC.

17.2. Confidentiality

The consultant shall treat all information, report and other submissions made by them as confidential, and shall take all reasonable precautions of those having access to such materials maintaining confidence. With respect to questionnaire and survey in project all information gathered should be treated as confidential.

Consultant shall use all the documents, drawings and other data and information of a proprietary nature received from the CSIDC or other concerned authorities, solely for the purpose of performing and carrying out the obligations on his part under the agreement and shall not disclose the same to any other person except to the extent required, in the performance of the work for the assignment and shall maintain the utmost secrecy. The consultant shall bind his employees who are involved in the study by a suitable secrecy agreement

17.3. Copyright

CSIDC shall retain copyright of all documents prepared by consultants and shall be entitled to use or copy them for the intended work and for this need not obtain the consultant's permission. Consultant shall need to take permission from the CSIDC for copying the documents mentioning the purpose for which they are intended.

17.4. Conflict of interest

The Consultant shall not engage in any activity, which might conflict with the interests of the CSIDC under the Agreement.

17.5. Response:

On all matters properly referred in writing by the consultant, CSIDC shall give decision in writing within a reasonable time so as not to delay the consultant's services.

17.6. Notices

Notices under the Agreement shall be in writing and will take effect from receipt at the mentioned address. Delivery can be by hand or facsimile message against written confirmation of receipt or by registered letter or by telex subsequently confirmed by letter.

17.7. Patented Item

No patented or patent pending articles, methods, or devices shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of the CSIDC.