

**2<sup>nd</sup> Call**

**REQUEST FOR PROPOSAL**

**for**

**Selection of Feasibility cum Transaction Consultant  
for**

**Development of Chhattisgarh Trade Centre**

**in**

**Chhattisgarh**

**October, 2016**

**ISSUED BY:**



**Chhattisgarh State Industrial Development Corporation Limited**

(A Government of Chhattisgarh Undertaking)

1s Floor, Udyog Bhawan, Ring Road No.1, Telibandha, Raipur 492006 (CG)

Phone : 0771-6002071-73, Fax:0771-2583794

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Email address : [csidc\\_raipur@yahoo.com](mailto:csidc_raipur@yahoo.com), [csidc.cg@nic.in](mailto:csidc.cg@nic.in)

## **Disclaimer**

- A The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of CSIDC or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
  
- B The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for CSIDC, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. CSIDC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.
  
- C CSIDC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.
  
- D The issue of this RFP does not imply that CSIDC is bound to select a Bidder or to appoint the Selected Bidder and CSIDC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

**REQUEST FOR PROPOSAL (RFP)**  
**for Selection of Feasibility cum Transaction Consultant for Development of**  
**Chhattisgarh Trade Centre in Chhattisgarh**

**1. General**

Chhattisgarh State Industrial Development Corporation, a Government of Chhattisgarh Undertaking, incorporated under Companies Act 1956, herein referred to as “Authority” or “CSIDC” intends to select 1 (one) consultant for Feasibility cum transaction advisory for Chhattisgarh Trade Center, Naya Raipur.

**2. Background**

Chhattisgarh State Industrial Development Corporation(CSIDC) (“Authority”), a 100% owned State Government Company, incorporated under the Companies Act, 1956, , is developing Chhattisgarh Trade Center in an area of 100 acre in Naya Raipur. The master plan of Chhattisgarh Trade center has already been finalized and it includes Convention center, AC and Non AC exhibition pavilions, Cultural ground, Shilpgram, Amphitheatre, Cafeteria and Parking. CSIDC has already developed a major portion of the Trade Center and is envisaging development of remaining work and maintenance and operation of Chhattisgarh Trade Center by private partner. The master plan for the trade center is attached in Appendix I.

CSIDC has already completed basic infrastructure work like internal roads, drainage, entrance plaza, cultural program ground and stage, boundary wall, warehouse, and parking space through its own resources. Construction of convention center of a capacity 750 seats and shilpgram is under process and will be completed by CSIDC. **CSIDC is envisaging development of AC and Non AC pavilions, food court, warehouse, admin office, shopping complex and other remaining components through a private partner.**

CSIDC and GoCG have already been organizing programs like Rajyostav, trade fairs, and other government programs from the same premises. CSIDC intends to develop this facility one stop solution in state for MICE events, trade fairs, and government programs. Trade center will also help state in boosting its exports.

With the objective of providing upgraded facilities to users, better management and promoting industries and in particular exports, Chhattisgarh State Industrial Development Corporation (CSIDC) (the “Authority”) is envisaging Development of Chhattisgarh Trade Centre on PPP mode, (hereinafter referred to as the “Project”).

To take the Project forward, the Authority, CSIDC, is now inviting Expression of Interest cum Request for Proposal (EOI-cum-RFP) from the reputed Consultants to act as Feasibility cum Transaction Consultant (“TA or Transaction Advisor”) to undertake financial feasibility study, sensitize the potential investors, understand and address their concern regarding the project, undertake project structuring and

carry out bid process and market the bid to invite the potential investors for the Project.

Consultant should also compile and analyze the financial data relating to all costs and revenues, and help in identification and allocation of project risks. An important aspect of good financial advice would be a clear assessment of the financial impact of a Project on the Government and the users.

**3. Brief description of the Selection Process**

The Bidder shall be selected on the basis of Combined Quality cum Cost Based System (CQCCBS), whereby technical proposal will be allotted weightage of 80% and financial proposal will be allotted weightage of 20%. The proposal with the lowest financial bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their bid. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

**4. Sale of Invitation for RFP Document**

Rs. 20,000/- (Rupees Twenty Thousands only) (non-refundable) in the form of Demand Draft in favour of CSIDC, Raipur payable at Raipur, issued by any Scheduled Bank in India towards the cost of RFP Document is to be submitted along with the proposal. An Applicant is eligible to submit only one RFP for the Assignment.

## 5. **Earnest Money Deposit**

Proposal would need to be accompanied by an Earnest Money Deposit for an amount of Rs. 1,00,000/- (Rupee One lakhs only) in the form of a Demand Draft in favour of CSIDC, Raipur issued by any scheduled bank and payable at Raipur. EMD shall be returned to the unsuccessful Bidders within a period of one month from the date of signing of Consultancy Agreement between CSIDC and the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon execution of the Consultancy Agreement and furnishing of Performance Security.

EMD shall be forfeited in the following cases:

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

## 6. **Schedule of Bidding Process**

CSIDC shall endeavour to adhere to the following schedule

<b>Event Description</b>	<b>Date</b>
Date of Issue	09 November 2016
Proposal Submission Date	03:00 PM; 01 December 2016
Opening of Technical Proposals	03:30 PM; 01 December 2016
Opening of Financial Proposals	Will be informed in due course of time

All communications including the submission of RFP should be addressed to:

**Managing Director**

**Chhattisgarh State Industrial Development Corporation Limited**

**1s Floor, Udyog Bhawan, Ring Road No.1, Telibandha, Raipur 492006**

**(CG) Phone: 0771-6002071-73, Fax:0771-2583794**

**Website: [www.csidc.in](http://www.csidc.in), Email address: [csidc\\_raipur@yahoo.com](mailto:csidc_raipur@yahoo.com) ,  
[csidc.cg@nic.in](mailto:csidc.cg@nic.in)**

## **7. Project Objective**

- 7.1 The objective of this project is to access market potential for development, maintenance and operation of Chhattisgarh Trade Center in Naya Raipur.
- 7.2 To undertake demand and supply assessment, and project sizing
- 7.3 To prepare financial model for Chhattisgarh Trade Center
- 7.4 To make project marketable
- 7.5 To maximize revenue potential for the project
- 7.6 To undertake feasibility study for the project
- 7.7 To provide transaction advisory support for Chhattisgarh Trade Center

## **8. Project process**

### **8.1 Methodology**

This will vary for each output. However, recommendations should be based on (i) Analysis of the situation; (ii) Best Practice elsewhere; (iii) Feasibility based on the Chhattisgarh context, as well as dialogue and consensus between representatives of business, government as well as civil society.

### **8.2 Working Conduct**

The consultants will work in close association with CSIDC, the Authority which is the implementing agency to take this work forward and the nodal agency for creating the industrial infrastructure, industrial parks and industrial promotion for the State.

## 9. Eligibility Criteria

Basic Requirement	Specific requirement	Documents required
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 March 31, 2016.	Certificates of Registration/ Incorporation.
Financial Capacity	The bidder should have a minimal annual turnover of INR 50 crore from Indian operations in business consulting services in each of the previous three financial years ( FY 13, 14 and 15)	Certificate from statutory auditor and audited financial statements for the three previous financial years.
Bidder Experience	<p>The applicant shall have national/ international experience in providing consultancy services for PPP transaction advisory (for National or State Governments) in the development of at least five (5) infrastructure projects of at Least INR 100 Crore each (Rupees two hundred crore) in last 7 years</p> <ul style="list-style-type: none"> <li>• Out of the 5 assignments at least 3 should be completed.</li> <li>• Completed TA assignment in CG will be preferred</li> </ul>	<p>Documents viz. Self-certification.</p> <p>The Authority reserves the right to ask for Letter of Award/ Agreement duly certified by the authorized signatory of the bidding company and Completion certificate at a later date.</p>

**9.1** The Applicant should submit a Power of Attorney, as per the format. However, In case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by Company Secretary conveying such authority may be enclosed in lieu of the power of Attorney.

**9.2** 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.

## **10. Team Requirements**

**10.1** Consultants will be required to provide required qualified personnel including experts in the relevant sector such as, public-private partnership, investment promotion, urban/industrial infrastructure, policy and legal issues, Financial analysis.

**10.2** All the prospective Consultants shall have sufficient qualified personnel, consultants, and resources to accomplish all the services described herein within the prescribed time. The Consultant should be capable of furnishing all necessary professional, technical, and expert services as required to complete all the elements of Consultancy assignment described below in the Scope of Work. The Consultant should attach copies of certificates / degrees as per the qualifications along with the CV"s of the consultant.

**10.3** Authority is seeking Advisor/ Consultant, which can bring together a team of professionals and sub-professionals capable of completing all aspects of the Consultancy assignment. This will require a high degree of management and technical expertise and experience directly related to structuring of Public-Private Partnership for similar projects and other related aspects of the Project. Each of the Key Personnel must fulfil the Conditions of Eligibility specified below

**10.4** The total project team size is estimated at 5 core members and subject matter experts' alongwith variable team of consultants which may be required during the duration of related industrial activity. The project Team may be stationed at Authority's office or Consultant's office.

S.No.	Key Personnel	No. of personnel required
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1	<p>Team Leader - Finance cum PPP expert with:</p> <ul style="list-style-type: none"> <li>a) Master's degree in Finance/ Economics/ Management</li> <li>b) Minimum 15 years' experience</li> <li>c) At least experience of 10 years in PPP projects and</li> <li>d) Experience of working on at least 3 Exhibition and Convention Center/Trade center projects in India</li> </ul>	1
2	<p>Financial expert with:</p> <ul style="list-style-type: none"> <li>a) Master's Degree in Economics/ Management/ CA/CFA</li> <li>b) Minimum 10 years' experience</li> <li>c) at least 5 years relating to Infrastructure PPP projects</li> </ul>	1
3	<p>Urban Infrastructure expert with:</p> <ul style="list-style-type: none"> <li>a) Master's Degree in Planning/ Engineering</li> <li>b) Minimum 10 years' experience</li> <li>c) At least 5 years in projects in Real Estate projects*</li> </ul>	1
4	<p>Market expert</p> <ul style="list-style-type: none"> <li>a) Master's Degree in Management/Economics</li> <li>b) Minimum 5 years' experience</li> <li>c) Experience of working with atleast 2 Exhibition and convention center projects/ Commercial complex projects</li> </ul>	1
5	<p>Procurement Expert with:</p> <ul style="list-style-type: none"> <li>a) Master's degree in law/ Management</li> </ul> <p>5 years post qualification experience in the field of Contractual Law matters, PPP Contracts</p>	1

Note:

1. Key Personnel in categories 1-5 must be on the payroll of the bidder firm
2. \*For the purpose of evaluating the Proposal under this RFP, **Real Estate** would mean Commercial Complexes/Towers (Offices and/or Retail), Commercial/Central Business Districts, Hotel, Convention/Exhibition Center, Urban Infrastructure projects like Multilevel Car Parks/ Integrated Bus Terminal etc.

## **11. Duration of services**

The Consultant should submit the bid for 6 months period. In case the developer for the project is not selected than project may be extended for 2 more months at a mutually agreed terms.

## **12. Scope of services**

The scope of services shall include:

- i. Development of the project concept for Exhibition cum convention center
- ii. market sounding of the project concept with potential bidders
- iii. undertaking demand and supply assessment, fixing components, and accordingly project sizing
- iv. preparation of broad cost estimates if change in the master plan is proposed
- v. collection, compilation and analysis of relevant financial data relating to all costs and revenues;
- vi. preparation of a reasonable estimation of the likely revenues and costs;
- vii. assisting the Authority in identification of project risks and in allocation of the same in an efficient and economic manner;
- viii. identification and quantification of estimated financial impact of the Project on government resources;
- ix. development of various possible alternatives for revenue maximization and preparation of Financial Model for the Project;
- x. preparation of Feasibility Report;
- xi. preparation of a consolidated list of approvals/consents/clearances required from Government Instrumentalities; and
- xii. assist in preparation of Bid documents including the relevant Schedules of the Contract Agreement.
- xiii. design and develop the investment promotion strategy/ program and action plan to sensitize the potential investors through investor outreach program and engaging with prospective bidders
- xiv. Assist the authority in bid process management for selection of private partner/ developer

In making its projections, recommendations and Reports, the Consultant shall identify the underlying assumptions and reach an agreement with the Authority in relation thereto.

### **Indicative Deliverables:**

<b>Deliverable:</b>	<b>Cumulative Timelines</b>
Inception Report	2 weeks
Market study and concept development	4 weeks
Financial Model	7 weeks

Draft feasibility report	9 weeks
Final Feasibility Report	10 weeks
RFP and Contract Agreement	12 weeks

It is suggested to consultant to share their deliverables and work plan in detail, as part of the technical proposal. However consultant will be required to submit inception report with detail work plan within 15 days which will be mutually agreeable with CSIDC

### **13. Financial Proposal**

The Transaction Advisor / Consultant shall submit the financial proposal for the project in the prescribed format given as under:

#### **Format for financial proposal**

<b>S. No.</b>	<b>Description</b>	<b>Amount in INR</b>
1	Total lump sum fee for the services	

#### **Note:**

- a) Payment terms shall remain strictly as indicated above. Fee shall be quoted as a fixed amount in Indian Rupees. Conditional proposal shall be summarily rejected.
- b) Rates quotes are exclusive of Service Taxes, which will be paid as applicable.
- c) Payment Terms shall be as per deliverables and milestones
- d) Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables are given below:

<b>Deliverables</b>	<b>Cumulative Timelines in week</b>	<b>Payment at each stage (of total approved amount in INR)</b>
Inception Report	2	5%
Market study and concept development	4	10%
Financial Model	7	15%
Draft feasibility report	9	10%
Final Feasibility Report	10	15%
Finalizing the RFP and Concession Agreement (MCA)	12	15%
Issuing of RFP	13	10%
After issuance of letter of award to the successful bidder	22	10%
Completion of Services including signing of CA	24	10%

- e) Financial Score Computation Financial bid will be evaluated on the basis of Lump-sum amount quoted in the financial bid.

#### **14. Terms and Conditions**

- 14.1 The Applicant(s) shall bear all costs associated with the preparation and submission of its proposal
- 14.2 All documents submitted by the Applicant(s) will be treated as confidential, and will not be returned to Applicant(s).
- 14.3 Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s). Authority also reserves the right not to award or enter into any contract or agreement with any Applicant(s), and may terminate the procurement process at any time without thereby incurring any liability to any Applicant.
- 14.4 Failure by any Applicant(s) to provide all of the information required in the proposal or any additional information requested by Authority may lead to rejection of the Applicant's proposal in its entirety.
- 14.5 Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable, and shall provide to the Consultant the appropriate tax deduction certificate evidencing payment of such taxes.
- 14.6 The Consultant shall submit to Authority two (2) hard copies of the final output envisaged in the Scope of Services including the RFP and the Concession Agreement. All the reports and agreements shall be submitted as referred above alongwith CDs (2 sets) containing all basic as well as processed data.
- 14.6 In case of difference in Original and copy of submission the Original shall prevail.

#### **15. Contents of the Proposal**

Once submitted, the proposal, including the composition of the consulting team, cannot be altered without prior written consent of Authority. The proposal should be submitted in two sets one original and one copy in the prescribed formats as under:

##### **Technical Proposal**

FORM TECH-1: LETTER OF PROPOSAL SUBMISSION with Power Of Attorney

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TOR

FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN

FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS  
FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF  
FORM TECH-7: INFORMATION REGARDING ANY CONFLICTING ACTIVITIES

**Financial Proposal**

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION LETTER  
FORM FIN-2: FORMAT FOR FINANCIAL PROPOSAL

Standard Format for submission of the Proposal are enclosed with this RFP

Brief description of the submission of the proposal is given as under:

a) **Transmittal Letter and Title Page**

Include a transmittal letter containing a brief statement of the respondent's understanding of the work to be done and an indication of positive interest in performing this work for Authority.

b) **Table of Contents**

Include a Table of Contents listing the various sections included in the proposal.

c) **Proposal Contents**

Each Consultant must include in the proposal an Executive Summary that summarizes important features of the proposal, brief description of the Consultant's approach to the scope of work, a description of the project team, and a description of how the proposed team meets the requirement set forth in this RFP. The Executive Summary should not be more than 2 to 3 pages.

d) **Services and Work Plan**

The proposal should include a work plan describing the services, approach and methodology proposed for accomplishing the scope of work. The proposed phasing of the project should be discussed. The proposal should be sufficient in detail to allow an objective analysis of the firm's capabilities and envisioned work plan in comparison with competing firms. Discuss the roles and responsibilities of the project team.

e) **Qualifications and Experience**

The proposal must supply information concerning the qualifications and experience of the proposed project team for this assignment.

f) **Power of Attorney**

An authorized person of the firm shall sign the proposal, on behalf of the firm. The Power of Attorney of the authorized person should be on stamp paper duly notarized or Board resolution should be submitted along with the proposal. All necessary forms and statements for the various miscellaneous provisions explained in this document must be completed, properly signed, and submitted with the proposal.

g) **Undertaking regarding conflict of Interest**

Consultant must submit an undertaking clearly indicating that they or their associates will not participate directly or indirectly in submitting bid on behalf of the Private Entrepreneur so that there will not be any conflict of interest.

h) **Proposal Validity Period**

Proposal Validity Period must be minimum 180 days from the Proposal Due Date.

## **16. Submission of Proposals**

The Consultants are required to submit sealed Technical Proposal and separately sealed Price proposal. Two separately sealed envelopes containing „**Technical Proposal**’ and ‘**Financial Proposal**’ shall be kept in a third envelope. This envelope will be sealed and should be marked properly indicating the contents, "**Proposal for Selection of Feasibility cum Transaction Consultant for Development of Chhattisgarh Trade Centre in Chhattisgarh**". Each proposal (Technical and Financial separately) shall be **hard bound and serially numbered**. Loose bound and non- serial numbered proposals shall be summarily rejected. Financial figures shall be **laminated/ covered with transparent adhesive tape**.

Written responses to the RFP must be prepared as specified to form, content, and sequence as stated in earlier sections of this Request for Proposals. No additions or changes to a proposal shall be allowed after the submittal date.

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

- a) made a complete and careful examination of the RFP document;
- b) received all relevant information requested from CSIDC;

- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information
- d) provided in the Invitation for RFP document or furnished by or on behalf of CSIDC;
- e) satisfied itself about all matters, things and information, necessary and required for
- f) submitting an informed RFP and performance of all of its obligations there under;
- g) acknowledged that it does not have a Conflict of Interest; and
- h) agreed to be bound by the undertaking provided by it under and in terms hereof.

CSIDC shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this Invitation for RFP document or the Selection Process, including any error or mistake therein or in any information or data given by CSIDC.

**17. 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.

**18. Other Conditions for Submission of RFP**

- a) The RFP with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this Invitation for RFP document. No supporting document or printed literature shall be submitted with the RFP unless specifically asked for and in case of any of these documents are in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the RFP, the translation in English shall prevail.
- b) The currency for the purpose of this Invitation of RFP document shall be the Indian Rupee (INR).
- c) The Applicant shall provide all the information sought under this Invitation for RFP document. CSIDC would evaluate only those RFPs that are received in the specified formats and complete in all respects.
- d) CSIDC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the Invitation for RFP document. Failure of CSIDC to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of CSIDC thereunder.



- e) In case it is found during the evaluation or at any time before short-listing and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith. No separate notice in this regard shall be issued and CSIDC shall not be liable in any manner whatsoever to the Applicant.
- f) Conditional bids will be rejected. Any conditional discounts by Applicant shall not be taken into account for the purpose of evaluation.
- g) The Applicants shall submit the RFP in hard bound/spiral binding. Each page of the submission shall be signed or initialed by the Authorized Representative of the Applicant.
- h) The completed RFP must be delivered on or before the specified time on RFP Due Date. RFPs submitted by fax, telex, telegram or e-mail shall not be entertained
- i) The RFP shall be made in the formats specified in this Invitation for RFP document. Any attachment to such formats must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents
- j) RFPs received by CSIDC after the specified time on RFP Due Date shall not be eligible for consideration and shall be summarily rejected outright.
- k) No modifications will be allowed in the proposals once submitted
- l) CSIDC reserves the right to reject any RFP which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by CSIDC in respect of such RFPs
- m) Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising CSIDC in relation to or matters arising out of, or concerning the Selection Process.
- n) CSIDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or CSIDC
- o) The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at Raipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- p) CSIDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - a. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - b. Consult with any Applicant in order to receive clarification or further information;

- c. Retain any information and/or evidence submitted to CSIDC by, on behalf of and/or in relation to any Applicant; and/or
- d. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant
- q) Upon the occurrence of any Force Majeure Event the period set forth for the Project Completion Date shall be extended by a period equal in length to the duration of the Force Majeure Event
- r) Any Dispute which is not resolved amicably by conciliation, Arbitration shall be held in accordance with the provisions of relevant acts

## 19. Evaluation and Selection process

### a) Evaluation of Technical Proposal

The evaluation of Technical Proposal will be made on the basis of qualification and experience of the consultant/ firm as well as project team proposed by the Consultant for this assignment. The consultant, who does not possess the required qualification and experience, will not be considered for opening of Financial Proposal. Authority reserves the right to judge, appraise, and reject any or all proposals. The total of Technical Evaluation will be defined as Pe.

### Evaluation Criteria

S#	Criteria	Maximum Marks	Marking Criteria
<b>A</b>	<b>Financial Criteria</b>	<b>10</b>	
	The bidder should have a minimal annual turnover of <b>INR 50.0 Crore</b> from Indian operations in business consulting services in each of the previous three financial years ( FY 13, 14 and 15)	<b>10</b>	<ul style="list-style-type: none"> <li>• For 50 Cr : 4 marks</li> <li>• Additional 2 marks for every 25 Cr turnover over 50 Cr.</li> </ul>
<b>B</b>	<b>Technical Criteria Marks Distribution</b>	<b>40</b>	

	<p>The applicant shall have national/ international experience in providing consultancy services for PPP transaction advisory (for National or State Governments) in the development of at least five (5) infrastructure projects of at Least <b>INR 100 Crore</b> each (Rupees two hundred crore) in last 7 years</p> <ul style="list-style-type: none"> <li>• Out of the 5 assignments at least 3 should be completed.</li> <li>• Completed TA assignment in CG will be preferred</li> </ul>	<b>40</b>	<ul style="list-style-type: none"> <li>• Experience of 3 completed TA Projects: 15 marks</li> <li>• For additional project experience of completion of PPP project : Maximum 10 Marks (2 marks / project )</li> <li>• Successful Completion TA projects in State of Chhattisgarh <ul style="list-style-type: none"> <li>○ 2 Projects : 5 Marks</li> <li>○ 2-4 Projects 10 Marks</li> <li>○ More than 4 projects: 15 marks</li> </ul> </li> </ul>
C	<p>Marks for Experts</p> <ol style="list-style-type: none"> <li>1. Team Leader: Finance cum PPP Expert</li> <li>2. Urban Infrastructure Expert</li> <li>3. Financial Expert</li> <li>4. Market Expert</li> <li>5. Procurement Expert</li> </ol>	<b>30</b>	<p><b>Total Marks 30</b></p> <p>Education : 20%</p> <p>Experience : 60%</p> <p>Experience of working on a project in CG : 20%</p>
D	<p>Approach &amp; Methodology</p> <ul style="list-style-type: none"> <li>• Understanding the requirement</li> <li>• Project Approach and Methodology</li> <li>• Team Composition and support of experts</li> </ul>	<b>20</b>	<ul style="list-style-type: none"> <li>• Understanding the requirement : 5</li> <li>• A&amp;M : 10</li> <li>• Team Compassion and support of experts : 5</li> </ul>
	Total Marks	<b>100.00</b>	

- *The same credential may be used for both eligibility as well as evaluation. However it cannot be used for evaluation on more than one criterion in Project Experience*

**b) Evaluation of Financial Proposal**

Financial evaluation will be computed as explained in clause 13. This however, does not include (i) service tax, which is reimbursable (ii) any taxes and duties payable in respect of expatriate key personnel.

The Authority will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee).

After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the firm selected will be required to enter into a contract agreement with Authority to provide the envisaged services described in the Scope of work.

### **Others**

The Bidder shall be selected on the basis of Combined Quality cum Cost Based System (CQCCBS), whereby technical proposal will be allotted weightage of 80% and financial proposal will be allotted weightage of 20%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their bid. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria. If the number of prequalified applicants is less than 2 (two), CSIDC may at its sole discretion prequalify the next Applicant whose technical score is less than 70%, the minimum prescribed, so that at least two applicants compete for the assignment.

The Financial Proposals shall be given scores as follows:

$Sf = 100 \times Fm / \text{Financial Proposal of Applicant under consideration.}$

1. Fm: Lowest Financial Proposal.
2. Sf: Financial Score

For selection of Consultant, final ranking will be determined based on the combined total score for each consultant separately. This will be done by applying a weight of 0.80 (or 80 %) and 0.20 (or 20%) respectively to the technical and financial scores of each qualifying proposal.

The Composite Score of Technical Proposal and Financial Proposal shall be computed as follows:

$\text{Composite Score} = (Pe \times 0.8) + (Sf \times 0.2)$

The Applicants will be accordingly ranked based on the composite score where the highest Composite Scorer will be ranked as no 1(H1 Applicant) and shall be declared as the “Selected Consultant”

**20. Last date for submission of proposal**

Last Date for Submission of Proposal is 15:00 hrs on 01 December , 2016. Authority will not consider any proposals received late. All proposals should reach office of Managing director, CSIDC before designated time. The address for submission will be as following:

**Managing Director**

**Chhattisgarh State Industrial Development Corporation Limited**

**1s Floor, Udyog Bhawan, Ring Road No.1, Telibandha, Raipur 492006**

**(CG) Phone: 0771-6002071-73, Fax:0771-2583794**

**Website: [www.csidc.in](http://www.csidc.in), Email address:[csidc\\_raipur@yahoo.com](mailto:csidc_raipur@yahoo.com) ,  
[csidc.cg@nic.in](mailto:csidc.cg@nic.in)**

# Appendix I



**Technical Proposal - Standard Forms**

FORM TECH-1

**LETTER OF PROPOSAL SUBMISSION**

[Location, Date]

To:

**Name & Address of the Competent Authority**

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment for Development of Chhattisgarh Trade Center on PPP mode in Chhattisgarh in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



**POWER OF ATTORNEY**

(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....

.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our RFP for selection as Selection of Feasibility and transaction consultant for Chhattisgarh trade Center in Chhattisgarh on PPP mode including signing and submission of all documents and providing information/responses to CSIDC in all matters in connection with our Applicant for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day of 2016 Accepted

For ..... Name & signature  
(Name and designation of the person(s) signing on behalf of the Applicant)

**CONSULTANT'S ORGANIZATION AND EXPERIENCE****A - Consultant's Organization**

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.]

**B - Consultant's Experience**

[Using the format below, provide information on each Assignment for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment similar to the ones requested under this Assignment (If possible, the employer shall specify exact assignment / job for which experience details may be submitted).]

1. Firm's name:

1	Assignment name:
1.1	Description of Project
1.2	Approx. value of the contract (in Rupees):
1.3	Country:
1.4	Location within country:
1.5	Duration of Assignment (months) :
1.6	Name of Employer:
1.7	Address:
1.8	Total No of staff-months of the Assignment :

1.9	Approx. value of the Assignment provided by your firm under the contract (in Rupees):
1.10	Start date (month/year):
1.11	Completion date (month/year):
1.12	Name of associated Consultants, if any:
1.13	No. of professional staff-months provided by associated Consultants:
1.14	Name of senior professional staff of your firm involved and functions performed.
1.15	Description of actual Assignment provided by your staff within the Assignment:
	Note: Please provide documentary evidence from the client i.e., copy of work order, contract for each of above-mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

## **FORM TECH-3**

### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

#### **A - On the Terms of Reference**

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

#### **B - On Inputs and Facilities to be provided by the employer**

[Comment here on Inputs and facilities to be provided by the Employer to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

## FORM TECH-4

### DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Technical approach, methodology and work plan are key components of the Technical Proposal.

You are suggested to present your Technical Proposal divided into the following three chapters:

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

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

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

c) Organization and Staffing. The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment, the key expert responsible, and proposed technical and support staff.]

**FORM TECH-5**

**TEAM COMPOSITION AND TASK ASSIGNMENT**

Professional Staff

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for this Assignment

**FORM TECH-6**

**CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. Proposed Position:

[For each position of key professional separate form Tech-6 will be prepared]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To [Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment in which the staff has been involved, indicate the following information for those Assignment that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]:



**FORM TECH-7**

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND  
DECLARATION THEREOF**

We hereby declare that our firm, or our associate / group are not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## **Financial Proposal - Standard Forms**

**FORM FIN-1**

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To,

**Name & Address of the Competent AUTHORITY**

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment for Development of Chhattisgarh Trade Center in Chhattisgarh in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. (Service Tax as applicable shall be charged separately). We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below :

Name and Address of Agents	Amount and Purpose of Commission	Gratuity
-------------------------------	----------------------------------	----------

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**FORM FIN-2**

**FORMAT FOR FINANCIAL PROPOSAL**

<b>S. No.</b>	<b>Description</b>	<b>Amount in INR</b>
1	Total lump sum fee for the services	

Authorized Signature:.....

Name: .....

Designation .....

Name of firm:.....

Address:.....

**DRAFT**

**CONTRACT FOR CONSULTANCY SERVICES**

**Between**

**Chhattisgarh State Industrial Development Corporation Limited**

**And**

**[Name of the Consultant]**

**Dated:**

## **Contents**

### I. Form of Contract

### II. General Conditions of Contract

1. General Provisions
2. Commencement, Completion, Modification and Termination of Contract
3. Obligations of the Consultant
4. Consultants' Personnel and Sub-Consultants
5. Obligations of the Client
6. Payments to the Consultant
7. Fairness and Good Faith
8. Settlement of Disputes
9. Liquidated Damages
10. Miscellaneous Provisions

### III. Special Conditions of Contract

### IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing

Appendix D – Payment to Consultant

Appendix E - Duties of the Client

Appendix F – EOI-cum-RFP no. CSIDC / \_\_\_\_\_ issued by CSIDC as appended

## **I. Form of Contract**

This CONTRACT (hereinafter called the "Contract") is made the -- day of the month of -----  
-----, 200-, between the Chhattisgarh State Industrial Development Corporation, acting  
through the authorised officer, namely, (hereinafter called the Client or CSIDC), of the  
First Part and, on the other hand <Sole Consultant> a company registered under Companies  
Act 1956, or partnership firm registered under Indian Acts, having registered office at....  
..... through its authorized signatory  
.....

### **WHEREAS**

- (a) the Consultant, having represented to the Client that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Invitation Letter dated \_\_\_\_ issued by the Client ;
- (b) the Client has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:
  - Appendix A: Description of Services
  - Appendix B: Deliverables and Time Schedule
  - Appendix C: Staffing schedule
  - Appendix D: Payment to Consultant
  - Appendix E: Duties of the Client

Appendix F: EOI-cum-RFP no. CSIDC / \_\_\_\_\_ issued by CSIDC as appended

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by ---

In presence of 1. For and on behalf of Chhattisgarh State Industrial Development Corporation Limited

(Witnesses)

(i) [Authorized Representative]

(ii)

2. For and on behalf of [name of Consultant]

In presence of

(Witnesses)

(i)

(ii)



## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

1.1 **Definitions** Unless the context otherwise requires, the following terms whenever used in this

Contract have the following meanings:

(a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.

(b) “Consultant” means a company or partnership firm registered under applicable Indian Acts.

(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) “Day” means calendar day.

(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(f) Client means the Chhattisgarh State Industrial Development Corporation Limited (CSIDC) that has entered into the contract with the Consultant.

(g) “GC” means these General Conditions of Contract.

(h) “Government” means the Government of Chhattisgarh

(i) “Authority” means Managing Director, Chhattisgarh State Industrial Development Corporation Limited.

(j) “Party” means the “Client” or the “Consultant”, as the case may be, and “Parties” means both of them.

(k) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

(l) No “Consortium” allowed. Subcontracting will be as specified in RFP.

(m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(n) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(o) “Third Party” means any person or entity other than the “Client”, or the Consultant.

(p) “In writing” means communicated in written form with proof of receipt.

(q) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant.

(r) “Key Team Member/ Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the consultant’s proposal.

1.2 **Relationship between the Parties:** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.4 Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

**1.5 Notices:**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.6 Location:**

The Services shall be performed at the offices of the Authority/ Consultant in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

**1.7 Authorized Representatives:**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

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

1.7.2 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be: XXXXX

**1.8 Taxes and Duties:**

1.8.1 The Consultant shall be responsible for meeting all tax liabilities arising out of the Contract.

1.8.2 The income tax etc., if applicable, shall be deducted at source from the payment to the Consultant as per the law in force at the time of execution of contract.

1.8.3 If any tax exemptions, reductions, allowances or privileges may be available to the consultant, CSIDC shall use its best efforts to enable the consultant to benefit from any such tax savings to the maximum allowable extent.

**1.9 Fraud and Corruption**

1.9.1 **Definitions:** It is the Client's policy to require that Client as well as Consultant observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

### **1.9.2 Measures to be taken by the Client**

The Client may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Client to remedy the situation;

### **1.9.3 Commissions and Fees**

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of signing of this agreement.

**2.2 Termination of Contract:** Termination of the Contract will be in compliance to clause 2.9 of this agreement.

**2.3 Commencement of Services:** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

**2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

**2.6 Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## **2.7 Force Majeure**

### **2.7.1 Definition**

(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.7.2 No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.7.3 Measures to be Taken:**

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

## **2.8 Suspension:**

The Client may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspend all the payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **2.9 Termination**

**2.9.1.1 By the Client:** The Client (CSIDC) may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the consultant, terminate the contract in whole or in part (provided a cure period of not less than 30 days is given to the consultant to rectify the breach) specified in paragraphs (a) through (j) of this Clause GC 2.9.1.1.

- a) If the consultant fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by CSIDC; or
- b) If the consultant fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- c) If the consultant, in the judgment of the Client, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d) If the consultant commits breach of any condition of the contract. The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- e) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- f) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- g) the Consultant submits to the client a statement which has a material effect on the rights, obligations or interests of the client and which the Consultant knows to be false;
- h) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- i) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

If CSIDC terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

### **2.9.1.2 Termination for Insolvency**

CSIDC may at any time terminate the Contract by giving a written notice of at least 30 days to the consultant, if the consultant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the consultant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to CSIDC.

### **2.9.1.3 Termination by Consultant**

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

- a) the client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within fifteen (15) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- b) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- c) The client fails to comply with any final decision reached as a result of arbitration.

Upon termination of this Agreement no payment will be made by client to the Consultant.

### **2.9.2 Termination for Convenience:**

2.9.2.1 CSIDC, by a written notice of at least 15 days sent to the consultant, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for CSIDC's convenience, the extent to which performance of the consultant under the Contract is terminated, and the date upon which such termination becomes effective.

2.9.2.2 Depending on merits of the case the Consultant may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

2.9.2.3 Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The Consultant shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the annual value of the fees paid (including any amounts invoiced but not yet paid) under this Agreement.

2.9.3 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.4 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

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

**2.9.5 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) to (i) of Clause GC 2.9.1.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within fifteen (15) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

**3.1.1 Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

**3.2 Conflict of Interests:** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Client and seek its instructions.

#### **3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:**

(a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

**3.2.2 Consultant and Affiliates Not to Engage in Certain Activities:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

- 3.3 **Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 3.4 **Confidentiality:** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.
- 3.5 **Insurance to be Taken out by the Consultant:** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but **on terms and conditions approved by the Client**, insurance against the risks, and for the coverages specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.6 **Accounting, Inspection and Auditing:** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant moneys received from the Client, and payments made to its staff, and other costs; and (ii) shall periodically permit the Client or its designated representative and/or the Client, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Client, if so required by the Client as the case may be.
- 3.7 **Consultant's Actions Requiring Client's Prior Approval:** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix C.
- 3.7 **Reporting Obligations:** The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form and within the time periods set forth in the said Appendix.



**3.8 Documents Prepared by the Consultant to be the Property of the Client:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

#### **4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS**

**4.1 General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

##### **4.2 Description of Personnel:**

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) 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 (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) The consultant shall complete the deployment of the entire work force within 30 days of the contract signing.

**4.3 Approval of Personnel:** The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.

#### **4.4 Removal and/or Replacement of Personnel:**

(a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the 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 Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

**4.5 Program Director and Program Manager:** The persons designated as the Program Director and Program Managers of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

### **5. OBLIGATIONS OF THE CLIENT**

**5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Client shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the Appendix E.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If there would be any increase in the taxes (direct/indirect/local), levies, duties, fee etc. whatsoever, and other charges during tenure of contract, the financial burden of the same shall be borne by the consultant.

**5.3 Services, Facilities and Property of the Client:** The Client shall facilitate the consultant the services as specified in Appendix E.

**5.4 Payment:** In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

## **6. PAYMENTS TO THE CONSULTANT**

**6.1 Total Cost of the Services :** The total cost of the Services payable is set forth in Appendix D

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees.

**6.3 Terms of Payment** The payments in respect of the Services shall be made as follows:

a) All payments under this Contract shall be made to the accounts of the Consultant specified in the Appendix D.

(b) In case of early termination of the contract as per clause GC 2.9.2, depending on merits of the case the consultant may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination. **Limitation of Liability-** In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The consultant shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the annual value of the fees paid (including any amounts invoiced but not yet paid) under this Agreement.

## **7. FAIRNESS AND GOOD FAITH**

**7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

**8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

**8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the sole arbitrator – Principal Secretary / Secretary (Commerce & Industry), Govt. of Chhattisgarh The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings/ any other legal proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the arbitrator shall be final and binding upon both parties. The expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## **9. Liquidated Damages**

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed five percent of the total value of the contract as specified in Appendix D.

## **10. Miscellaneous provisions:**

- (i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Client/ the Government of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client/Government for performance of works/services including that of its Associates/Sub Consultants under the Contract.
- (v) The Consultant shall at all times indemnify and keep indemnified the Client/Government of Chhattisgarh against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Consultant shall at all times indemnify and keep indemnified the Client/Government of Chhattisgarh against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- (vii) The Consultant shall at all times indemnify and keep indemnified the

Client/Government against any and all claims by Employees, Workman, sub-consultants, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government or the Client.

(x) Review of the implementation of the project shall be done every 3 months by the person / authority as per the directions of the Government of Chhattisgarh. The directions as given by the person / authority so nominated shall be binding and be binding upon the consultant.

### III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General
		Conditions of Contract
1.	1.5	The addresses are: 1. Client : Chhattisgarh State Industrial Development Corporation Limited 2. Attention : _____ 3. Facsimile : 4. Consultant : Attention : Facsimile :
2.	1.7	{Lead Member is [insert name of member]}
3.	1.8	The Authorized Representatives are: For the Client: For the Consultant:
4.	2.1	The contract becomes effective from the date of signing of Agreement.
5.	2.2	Nil
6.	2.3	The date for the commencement of services is within 15 Calendar days from the date of signing of this agreement.
7.	2.4	The time period shall be three years from the date of commencement.
8.	3.4	Limitation of the Consultants' Liability towards the Client - Consultants' liability should simply be governed by the Applicable Laws of India,
9.	3.5	The risks and the insurance coverage shall be as follows:  (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency]; (b) Third Party liability insurance, with a minimum coverage of [insert amount and currency]; (c) Professional liability insurance to cover the Client against any loss suffered by the Client due to the professional service provided by the Consultant, with a minimum coverage of [insert amount and currency]; (d) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such

Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) Insurance against loss of or damage to -

(i) equipment purchased in whole or in part with funds provided under this Contract,

(ii) the Consultant's property used in the performance of the Services,

- |     |         |   |
|-----|---------|---|
| 10  | 4.5     | Nil   |
| 11. | {5.1}   | Nil   |
| 12. | 6.1 (b) | The ceiling in local currency is: Amount as specified in Appendix D |
| 13. | 6.3     | As defined in Appendix D  |
| 14. | 8.3     | The Arbitration proceedings shall take place in _____, India.       |

Binding signature of Client Signed by \_\_\_\_\_  
(for and on behalf of the Client)

Binding signature of Consultant Signed by \_\_\_\_\_  
(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution  
No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_ )

Common Seal

In the presence of  
(Witnesses)

1.

2.

## **IV. Appendices**

### **APPENDIX A – DESCRIPTION OF SERVICES**

#### **Objective:**

- i. Financial model and Feasibility study for Chhattisgarh Trade Center
- ii. Bid process management for Chhattisgarh trade Center for finding PPP partner

#### **The scope of services shall include:**

- i. Development of the project concept for Exhibition cum convention center
- ii. market sounding of the project concept with potential bidders
- iii. undertaking demand and supply assessment, fixing components, and accordingly project sizing
- iv. preparation of broad cost estimates if change in the master plan is proposed
- v. collection, compilation and analysis of relevant financial data relating to all costs and revenues;
- vi. preparation of a reasonable estimation of the likely revenues and costs;
- vii. assisting the Authority in identification of project risks and in allocation of the same in an efficient and economic manner;
- viii. identification and quantification of estimated financial impact of the Project on government resources;
- ix. development of various possible alternatives for revenue maximisation and preparation of Financial Model for the Project;
- x. preparation of Feasibility Report;
- xi. preparation of a consolidated list of approvals/consents/clearances required from Government Instrumentalities; and
- xii. assist in preparation of Bid documents including the relevant Schedules of the Contract Agreement.
- xiii. design and develop the investment promotion strategy/ program and action plan to sensitize the potential investors through investor outreach program and engaging with prospective bidders
- xiv. Assist the authority in bid process management for selection of private partner/ developer

In making its projections, recommendations and Reports, the Consultant shall identify the underlying assumptions and reach an agreement with the Authority in relation thereto.



## APPENDIX B – DELIVERABLES AND TIME SCHEDULE

### Deliverables by the Consultant

#### Indicative deliverable:

<b>Deliverable:</b>	<b>Timelines</b>
Inception Report	2 weeks
Market study and concept development	4 weeks
Financial Model	7 weeks
Draft feasibility report	9 weeks
Final Feasibility Report	10 weeks
RFP and Contract Agreement	12 weeks

The plan above is sketched out based on current knowledge. There may be need for flexibility during the assignment as more information about the project emerges and what is feasible and most effective. This can be discussed and mutually agreed during the course of the assignment

It is suggested to consultant to share their deliverables and work plan in detail, as part of the technical proposal. However consultant will be required to submit inception report with detail work plan within 15 days which will be mutually agreeable with CSIDC.

## APPENDIX C – STAFFING

The total project team size is estimated at 5 core members. The project Team may be stationed at Authority’s office or Consultant’s office

S.No.	Key Personnel	No. of personnel required
1	<p>Team Leader - Finance cum PPP expert with:</p> <ul style="list-style-type: none"> <li>e) Master’s degree in Finance/ Economics/ Management</li> <li>f) Minimum 15 years’ experience</li> <li>g) At least experience of 10 years in PPP projects and experience of at least 3 Exhibition and Convention Center projects</li> </ul>	1
2	<p>Financial expert with:</p> <ul style="list-style-type: none"> <li>a) Master’s Degree in Economics/ Management/ CA/CFA</li> <li>b) Minimum 10 years’ experience</li> <li>c) at least 5 years relating to Infrastructure PPP projects</li> </ul>	1
3	<p>Urban Infrastructure expert with:</p> <ul style="list-style-type: none"> <li>d) Masters Degree in Planning/ Engineering</li> <li>e) Minimum 10 years’ experience</li> <li>f) At least 5 years in projects in urban/ industrial infrastructure</li> </ul>	1
4	<p>Exhibition and Convention Center market expert</p> <ul style="list-style-type: none"> <li>d) Masters Degree in Management/Economics</li> <li>e) Minimum 10 years’ experience</li> <li>f) Experience of working with atleast 2 Exhibition and convention center projects</li> </ul>	1
5	<p>Procurement Expert with:</p> <ul style="list-style-type: none"> <li>b) Master’s degree in law/ Management</li> </ul> <p>5 years post qualification experience in the field of Contractual Law matters, PPP Contracts</p>	1

Note:

1. Key Personnel in categories 1-5 must be on the payroll of the bidder firm.

## APPENDIX D – PAYMENT TO CONSULTANT

Total consultancy fee payable to the consultant shall be Rs. ( ) exclusive of service tax which shall be charged as applicable.

Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables are given below:

<b>Deliverables</b>	<b>Cumulative Timelines in week</b>	<b>Payment at each stage (of total approved amount in INR)</b>
Inception Report	2	5%
Market study and concept development	4	10%
Financial Model	7	15%
Draft feasibility report	9	10%
Final Feasibility Report	10	15%
Finalising the RFP and Model Contract Agreement (MCA)	12	15%
Issuing of RFP	13	10%
After issuance of letter of award to the successful bidder	22	10%
Completion of Services including signing of MCA	24	10%

Note: The consultant shall be paid as per the deliverables and milestones specified above

## **APPENDIX E - DUTIES OF THE CLIENT**

- a) Coordination with various departments and stake holders.
- c) Providing office space, telephone, internet to the consultant.
- d) Assigning of relevant officials as per project need.
- e) Resolution of problems and disputes arising. For day to day disputes, final decision authority will be Principal Secretary / Secretary, Commerce & Industries, Government of Chhattisgarh.

**APPENDIX F – EOI-CUM-RFP DOCUMENT**