

DISCLAIMER

1. The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Applicants (Firms), whether verbally or in documentary or any other form by or on behalf of Telangana State Industrial Infrastructure Corporation Limited (herein after referred to as TSIIC/Authority) or any of its employees or advisers/consultants, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer by the TSIIC to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation & submission of their Proposals pursuant to this RFP.
3. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
4. This RFP may not be appropriate for all persons, and it is not possible for TSIIC and its employees, advisors, consultants to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
5. Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. TSIIC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. TSIIC and its employees, advisors/consultants make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
7. TSIIC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

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for providing Railway over Bridge to Kakatiya Mega Textile Park at Warangal***

8. TSIIC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
9. The issue of this RFP does not imply that TSIIC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
10. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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1. INTRODUCTION

1.1 Background

- 1.1.1 Telangana State Industrial Infrastructure Corporation Limited (TSIIC) is the premier organization in the state of Telangana, vested with the objective of providing Industrial infrastructure through development of industrial areas. TSIIC is the wholly owned undertaking of Government of Telangana State.
- 1.1.2 TSIIC is the Nodal Agency to develop the Kakatiya Mega Textile Park in an area of 1190 Acres in at Shayampet Village of Geesukonda Mandal and Chintalapalli Village of Sangem Mandal in Warangal Rural District, Telangana.
- 1.1.3 TSIIC in this regard, intends to undertake Techno Economic Feasibility studies for establishing Railway over Bridge (RoB) and approaches to Kakatiya Mega Textile Park Project Site through a consultant who is empanelled with South Central Railways. TSIIC has decided to carry out the process for selection of a Consultant for conducting feasibility study for railway linkage to Kakatiya Mega Textile Park as per the Terms of Reference (the "TOR") as specified in Annexure A.

1.2 Request for Proposal

TSIIC invites proposals (the "**Proposals**") for the selection of a Consultant (the "**Consultant**") who shall prepare Techno Economic Feasibility studies for establishing Railway over Bridge and approaches for the Project in a time bound manner. The Authority intends to select the Consultant through closed competitive bidding process in accordance with the procedure set out herein. More details on the services required from the consultant are provided in the Terms of Reference (TOR) of this Request for Proposal (RFP).

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority before due date set forth in this document.

1.4 Procurement of RFP Document & Bid Processing Fee

- 1.4.1 This RFP document is being circulated to South Central Railway empanelled consultants.
- 1.4.2 The applicants are required to submit a Demand Draft (DD) for **Rs.5,900/-** (Rupees Five Nine Hundred only) *including GST of Rs. 900/-* drawn in favour of "**Telangana State Industrial Infrastructure Corporation Limited**" payable at Hyderabad towards *non-refundable processing fee*.

1.5 Validity

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

1.6 Brief Description of Selection Process

1.6.1 The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals comprising technical and financial bids to be submitted in *two separate sealed envelopes*. In the first stage, a technical evaluation will be carried out as specified in Section 3.1 of RFP. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out as specified in Section 3.2 of RFP. The Financial Proposal of the eligible and technically qualified proposals will only be opened. The Applicant with lowest financial quote shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

1.6.2 The Proposal evaluation process is detailed in this RFP. The details of eligibility criteria (experience and financial) are provided in Section 2 of this RFP and technical and financial evaluation process is provided in Section 2 and 3 of the RFP.

1.7 Payment

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

1.8 Schedule of selection process

The Authority would endeavour to adhere to the following schedule:

S. No	Event Description	Scheduled Date and Time
1	Issue of RFP Document by TSIIC	15.12.2017
2	Proposal Due Date (PDD) & Time <i>(Proposals shall be submitted in Physical Form @ TSIIC)</i>	29.12.2017 15.00 HRS (IST)
3	Opening of Technical Proposal (Envelope -I)	29.12.2017 15.00 HRS (IST)
6	Opening of Financial Proposal (Envelope -II)	Shall be intimated to “Technically Qualified Consultants” after completion of Technical Proposal Evaluation.

1.9 Communications

- 1.9.1 All communications including clarifications to be provided should be addressed to General Manager (Engg), TSIIC and sent to the following address:

The Chief General Manager (Engg Projects),
Telangana State Industrial Infrastructure Corporation Ltd.,
ParisramaBhavan, 6th Floor, 5-9-58/B, Basheerbagh,
FatehMaidan Road, Hyderabad-500004 Telangana, India.
Phone: 23237625/26 Fax: 040-23240205

Email: gm-proj-iic@telangana.gov.in

Applicants are further advised to mark all communications to above mentioned email with a copy to kbhavani.iic@telangana.gov.in

Further, the applicants shall submit the proposals (RFP) to:

The Vice Chairman & Managing Director,
Telangana State Industrial Infrastructure Corporation Ltd.,
ParisramaBhavan, 6th Floor, 5-9-58/B, Basheerbagh,
FatehMaidan Road, Hyderabad-500004 Telangana, India.
Phone: 23237625/26 Fax: 040- 23240205

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

**“SELECTION OF CONSULTANT FOR CONDUCTING TECHNO ECONOMIC
FEASIBILITY STUDY FOR PROVIDING RAILWAY OVER BRIDGE AND
APPROACHES TO KAKATIYA MEGA TEXTILE PARK AT WARANGAL”**

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

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

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:
- 2.2.2.1 The Bidders should be a single Business Entity (A Business Entity shall mean a sole proprietorship firm/registered partnership firm/a company registered in India under the Companies Act.) Having undertaken and completed detailed survey & having adequate experience on preparation of feasibility reports for railways on similar works.
- 2.2.2.2 The firm should have completed (including obtaining approval from Railways) at least two RoB having minimum span of 60m during the last ten years. Project sheets in support of relevant experience supported by the experience certificates from clients in support of experience as specified in data sheet for the project size preferably in terrain of similar nature as that of proposed project shall be submitted. Certificate should indicate clearly the firms Design/DPR experience, in structures like ROB, bridges, Flyover, Elevated Structure etc. Scope of services rendered by the firm should be clearly indicated in the certificate obtained from the client.
- 2.2.2.3 The Bidder should have an average annual turnover of at least Rupees Ten (10) crores in last three years

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The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its annual turnover during each of the past five financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant along with supporting audited balance sheets for the last five financial years preceding the PDD.

2.2.2.4 Availability of Key Personnel

The Applicant shall make available all Key Personnel meeting the requirements as given in the following table throughout the Consultancy Period

S. No.	Expert	Minimum years of experience	Educational qualification	Minimum Desired Experience
1	Team Leader- cum Senior Bridge Engineer	15	M.Tech/ME in Highways/Structures	Should have a overall planning and design experience of atleast two RoB/ Elevated Structures of minimum 60m span as a part of Highway Projects/ Bridge Projects
2	Transportation Engineer	10	M. Tech Transportation Planning/Engg.	Should have a worked as Transportation Engineer for Planning and design of RoBs/ Elevated structures for atleast two projects part of Highway Projects/ Bridge Projects
3	Highway and Drainage Engineer	10	M. Tech Highways / transportation Engineering	Should have a worked as Highway and Drainage engineer for Planning and design of RoBs/ Elevated structures as part for atleast two projects part of

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S. No.	Expert	Minimum years of experience	Educational qualification	Minimum Desired Experience
				Highway Projects/ Bridge Projects
4	Material cum Geo-tech/foundation Engineer	10	M.Tech/ME in Geotechnical Engg./Soil Mechanics	Should have a worked as Geotechnical Engineer for atleast two RoBs/ Elevated structures for atleast two projects part of Highway Projects/ Bridge Projects
5	Quantity Surveyor	10	Graduate in Civil Engg	Should have a worked as Quantity Surveyor for atleast two projects part of Highway Projects/ Bridge Projects

2.2.2.5 No Consortium / joint venture allowed for bidding.

2.2.3 Only bidders who submit all the documents as mentioned at Clause 2.2.2 , Clause 2.13.1 and 2.13.2 and satisfy the conditions mentioned therein will stand qualified in the technical bid.

2.2.4 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.5 An Applicant or its Associate should have, during the last seven years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) a constituent of such Applicant is also a constituent of another Applicant; or
 - (b) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - (c) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - (d) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
 - (e) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - (f) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

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

2.4 Number of Proposals

No Applicant shall submit more than one Proposal for the Consultancy. An Applicant applying individually or shall not be entitled to submit another Proposal.

2.5 Cost of Proposal

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

2.6 Visit to the Authority and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of TSIIC and ascertaining for themselves the availability of documents and other data.

2.7 Acknowledgement by Applicant

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

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

- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.8 Right to reject any or all Proposals

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

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

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

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

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Miscellaneous

Schedules

- 1. Terms of Reference**
- 2. Form of Agreement**

3. Appendices

Appendix-I: Technical Proposal

- Form 1 : Letter of Proposal
- Form 2 : Particulars of the Applicant
- Form 3 : Statement of Legal Capacity
- Form 4 : Power of Attorney
- Form 5 : Financial Capacity of the Applicant
- Form 6 : Particulars of Key Personnel
- Form 7 : Abstract of Eligible Assignments of the Applicant
- Form 8 : Eligible Assignments of Applicant
- Form 9 : Bank Guarantee for Performance Security

Appendix-II: Financial Proposal

- Form 1 : Financial Proposal

2.10 Amendment of RFP

- 2.10.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and by conveying the same to the prospective Applicants by fax or e-mail.
- 2.10.2 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

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

2.12 Format and signing of Proposal

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

- 2.12.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “**ORIGINAL**”. In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked “**COPY**”. In the event of any discrepancy between the original and its copies, the original shall prevail.
- 2.12.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:
- a) by the proprietor, in case of a proprietary firm; or
 - b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified by a notary public in the specified in Appendix-I (Forms-4) shall accompany the Proposal (if required).

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

2.13 Technical Proposal

- 2.13.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”). The Technical Proposal shall contain the following:
- a) Site Appreciation: limited to four A4 size pages in 1.5 space and 12 font including photographs, if any
 - b) Comments on Terms of Reference: limited to two A4 size pages in 1.5 space and 12 font
 - c) The composition of the proposed Team and Task Assignment to individual personnel: Maximum three pages
 - d) Proposed methodology for the execution of the services illustrated with bar charts of activities, including any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance: Maximum 4 pages
 - e) Details of office equipment and software owned by the firm
 - f) CV s of Key Personnel

- 2.13.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - b) power of attorney, if applicable, is executed as per Applicable Laws;
 - c) Submit Non Refundable Processing fee in the form of: Demand Draft of **Rs.5,900/-** (Rupees Five Thousand Nine Hundred only) *including GST of Rs. 900/-* in favour of TSIIC to be accompanied.
 - d) the proposal is responsive in terms of Clause 2.20.2.
 - e) The minimum essential requirement in respect of eligibility has been indicated in the data sheet, the proposal found deficient in any respect of these requirements will not be considered for further evaluation.
- 2.13.3 Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.
- 2.13.4 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.13.5 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.13.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

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

2.14 Financial Proposal

- 2.14.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy (Item F of

Form-1 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.14.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

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

2.15 Submission of Proposal

2.15.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of this RFP.

2.15.2 The Proposal will be sealed in an outer envelope which will bear the address of TSIIC, Consultancy name as indicated at Clause 1.10 and the name and address of the Applicant. It shall bear on top, the following:

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

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

2.15.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked '**Technical Proposal**' & Consultancy name and the other clearly marked '**Financial Proposal**' & Consultancy name. The envelope marked "**Technical Proposal**" shall contain the Proposal in the prescribed format (Form 1 of Appendix-I) along with Forms of Appendix-I, and supporting documents.

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

- 2.15.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.
- 2.15.5 The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.15.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- 2.15.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

2.16 Proposal Due Date

- 2.16.1 Proposal should be submitted before 15:00 hrs on the **PDD** specified at Clause 1.8 at the address provided in Clause 1.10 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.16.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.17 Late Proposals

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

2.18 Modification / substitution / withdrawal of Proposals

The Applicant is not allowed to modify, substitute, or withdraw its Proposal after submission

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

2.19 Performance Security

Performance Security of 10% of the agreed professional fee shall be submitted to TSIIC in the form of an irrevocable Bank Guarantee within 7 (Seven) days of signing the agreement. Format for Bank Guarantee for Submission of Performance Security from any Nationalized / Scheduled Commercial Bank in favour of Vice Chairman & Managing Director, TSIIC has been given in Appendix-I Form 9.

The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or

remedy hereunder or in law or otherwise, the Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

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

D. EVALUATION PROCESS

2.20 Evaluation of Proposals

2.20.1 The Authority shall open the Proposals at 16:00 hours on the PDD, at the place specified in Clause 1.9 and in the presence of the Applicants who choose to attend. The envelopes marked "**Technical Proposal**" shall be opened first. The envelopes marked "**Financial Proposal**" shall be kept sealed for opening at a later date.

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

- a) the Technical Proposal is received in the form specified at Appendix-I;
- b) it is received by the PDD including any extension thereof pursuant to Clause 2.16;
- c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.12 and 2.15;
- d) it is accompanied by the Power of Attorney as specified in Clause 2.12.3;
- e) it contains all the information (complete in all respects) as requested in the RFP;
- f) it does not contain any condition or qualification; and
- g) it is not non-responsive in terms hereof.

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

2.20.4 The selection of Applicant shall be carried out on Least Cost Method. The Authority shall examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.20.5 After the technical evaluation, the Authority shall prepare a list of qualified Applicants for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of

Financial Proposals. Before opening of the Financial Proposals, the list of qualified Applicants will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

- 2.20.6 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.20.7 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.21 Confidentiality

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

2.22 Clarifications

- 2.22.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.22.2 If an Applicant does not provide clarifications sought under Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.23 Negotiations

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

2.23.2 The Authority will examine the credentials applicant and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.

2.24 Indemnity

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

2.25 Award of Consultancy

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

2.26 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement and provide irrevocable Bank Guarantee for Performance Security within 07 (Seven) days. The irrevocable Bank guarantee for Performance Security shall be 10% of the agreed professional fee. The Bank Guarantee shall be from any Nationalized / Scheduled Commercial Bank in favour of Vice Chairman & Managing Director, TSIIC. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.27 Commencement of Assignment

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.26 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

2.28 Proprietary data

Subject to the provisions of Clause 2.21, all documents and other information provided by the Authority or submitted by the Applicant to the Authority shall remain or become the property of the Authority. Applicant and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant fulfilling the qualification criteria as per clause 2.2.2 and submission of all the necessary documents as per clause 2.13.1 and 2.13.2. Only those applicants who satisfy the necessary eligibility conditions and who have submitted all the necessary documents shall be considered for evaluation of financial proposal.

3.2 Evaluation of Financial Proposal

3.2.1 Applicants which are technically qualified shall be eligible for opening of financial bids.

3.2.2 The Applicant with lowest financial quote shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

4. FRAUD AND CORRUPT PRACTICES

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

or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

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

“coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

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

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

5. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Hyderabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Applicant in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

Annexure A : Terms of Reference

**Annexure B : Draft Agreement (contract) and Terms & Conditions
of the Assignment**

Annexure A

TERMS OF REFERENCE

1.1 Background

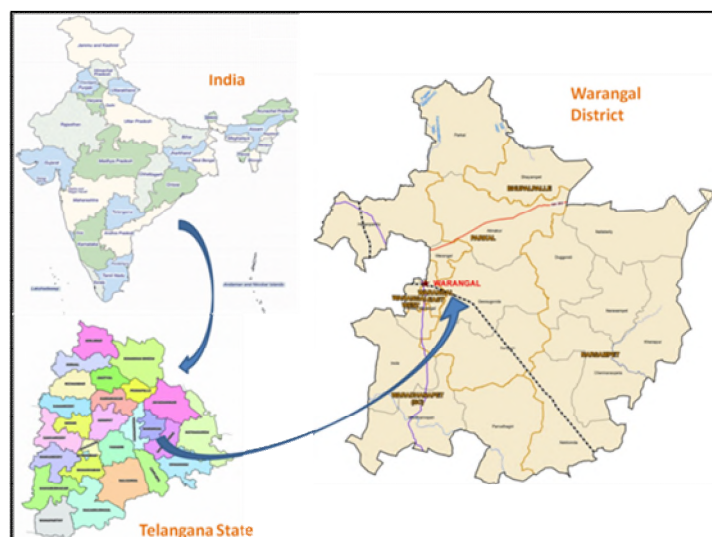
Government of Telangana State (GoTS) proposed to develop a Mega Textile Park near Warangal in an area of about 1190 acres of land situated at about 21 km from Warangal located at Shayampet Village of Geesukonda Mandal and Chintalapalli Village of Sangem Mandal in Warangal Rural District.

TSIIC envisages establishing world class integrated common infrastructure in the proposed Park with plug and play built up infrastructure and common facilities to support the Textile and Apparel Industry to move up in the value chain. The Master Plan for the Project is prepared with an objective to cover all activities in the Textiles value chain and help the Industry in Telangana in achieving economies of scale.

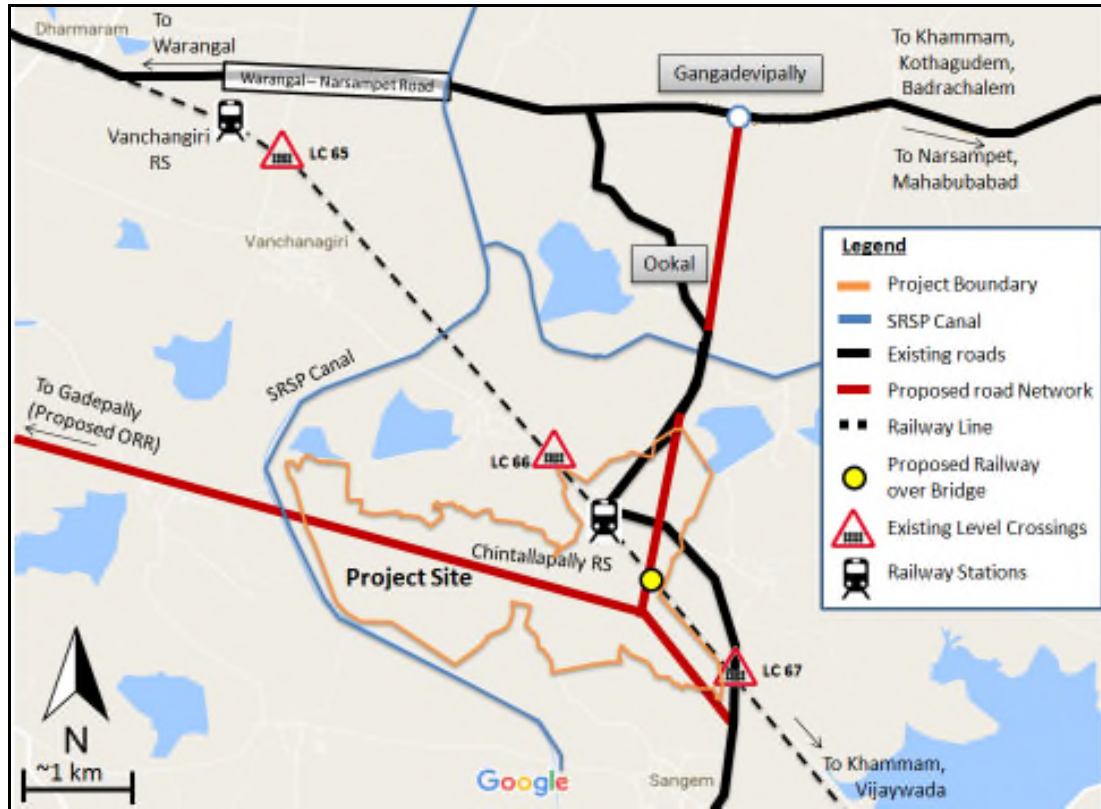
The project site can be accessed by road via Mahbubabad - Warangal Road and Narsampet Road - Warangal Road which also leads to Khammam, Kothagudem and Badrachalem.

Kazipet railway station and Warangal railway station are two major stations which provide rail connectivity to the site. They are administered under the jurisdiction of the Secunderabad railway division of South Central Railway zone. The Warangal - Khammam railway line passes through the project site; this line connects to Vijayawada; the closest railway stations being Vanchanagiri and Chintalpalli. About 6 passenger trains pass through this route and stop at Vanchanagiri and Chintalpalli on a daily basis.

TSIIC desires to conduct a feasibility study for a Rail over Bridge connectivity to the proposed project site. Location of project site and Proposed Project Site/RoB are depicted in the maps below:



Request for Proposal Selection of Consultant for conducting Techno Economic feasibility Study for providing Railway over Bridge to Kakatiya Mega Textile Park at Warangal



1.2 Detailed scope of consultancy services

- i) Collection & review of all available reports and published information about the project ROB and the project influence area;
- ii) Detailed reconnaissance;
- iii) Identification of possible improvements in the existing alignment with evaluation of different alternatives and proposal of best suited alignment/geometric for the proposed ROB and its approaches.
- iv) Inventory and condition surveys of existing Road within the project influence area;
- v) Inventory and detailed condition surveys for cross drainage structures in approaches, alignment of proposed ROB and drainage provisions;
- vi) Feasibility Study and Preparation of Techno Economic Feasibility Study Report and obtaining In-Principle Approval from concerned Authorities
- vii) Topographic surveys using Total Stations as per guidelines of latest IRC SP-19. Fixing of TBM and all reference Point on Ground during survey and should be clearly shown on detailed survey drawings.
- viii) Geotechnical Investigation work for proposed ROB and its approaches as per guidelines of latest IRC SP-19 and IRC 78.
- ix) Preparation of Alignment Option Study Report & General Arrangement Drawing for approval of concerned authorities.
- x) Preparation of GAD for Construction of Proposed ROB & its approaches (in accordance with Approved GAD by Railway Authorities), Plan & profile of approach Road as per Guidelines of related IRC, IS and Railway Codes.

Request for Proposal Selection of Consultant for conducting Techno Economic feasibility Study for providing Railway over Bridge to Kakatiya Mega Textile Park at Warangal

- xi) Finalisation of GAD of proposed ROB in conformity with the requirements of the Railways and submission to Employer for obtaining Approval of GAD by concerned Railway Authorities. The selected Consultant will have to pursue the matter and interact with Railway Authorities on technical issue during the process of approval of GAD. The required P&E charges payable (if applicable) to the Railways shall be paid by the employer. The bidders are advised to get themselves acquainted with the various requirements of the Railways with regard to construction of ROB for expeditious preparation and approval of the GAD.
- xii) Obtaining approval for GAD from Railways.
- xiii) Preparation of Project Report including Detailed Design and Cost Estimate as per Ministry's Data Book. The scope of consultancy assignment shall include all components of DPR including detailed design of project components to be carried out to the extent required for estimation of the detailed project cost.
- xiv) The consultant shall be required to interact with the concerned officials and furnish clarifications against their observations, if any, and also furnish modified/ additional reports/ design/ drawings as necessary for obtaining approval.

1.3 Scope not exhaustive

The above scope of services is not exhaustive and the Consultant shall undertake such other tasks as may be necessary in obtaining in-principle approval from Railways.

1.4 Deliverables

In pursuance of this TOR, the Consultant shall undertake/deliver the following deliverables (the "Deliverables") during the course of this Consultancy. Each deliverable shall include an executive summary, analysis, assumptions, maps, drawings, major assumptions and computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 05 (Five) hard copies and soft copies of all the Reports mentioned herein below shall be submitted to the Authority. The deliverables shall include:

S. No.	Details	Time Duration
Part-A (Feasibility Study and In-Principle Approval)		
1	Stage 1: Alignment Option and Inception Report	D*+15 days
2	Stage 2: Preparation of Techno Economic Feasibility Study Report and GAD for In-Principle approval by Railways	D+45 days**
Part-B (Project Report and Approval)		
3	Stage 3: Survey/Investigation, Preparation of Draft Project Report	D+90 days
4	Stage 4: Preparation of Detailed Design, preparation of EPC Schedules, Finalisation of GAD, Final Project Report with all required approvals	D+120 days**
Deliverables shall be in the form of 5 hard +2 soft copy MS Word & PDF format for Reports and AUTOCAD DWG & PDF formats for drawings/plans; ESRI file format for spatial database		

***Request for Proposal Selection of Consultant for conducting Techno Economic feasibility Study
for providing Railway over Bridge to Kakatiya Mega Textile Park at Warangal***

*D- Start Date of Assignment- Date of signing for the agreement / issue of LOA

** Excluding time taken for approvals of deliverables by TSIIC.

For each of the aforementioned assignments, the Consultant shall be required to make a presentation to the Authority and its designated representatives.

The total time period for the assignment is 120 Days from the date of award of the work, including 15 days for commencement of the assignment. The final reports, drawings and documentation shall be completed within the respective time schedule.

1.5 Payment Schedule

TSIIC shall make payment to the selected consultant based on the following payment schedule

S. No.	Payment Milestones	% of total Professional Fee
Part-A (Feasibility Study and In-Principle Approval)		
1	Stage 1: Alignment Option and Inception Report	15%
2	Stage 2: Preparation of Techno Economic Feasibility Study Report and GAD for approval by Railways	25%
Part-B (Project Report and Approval)		
3	Stage 3: Survey/Investigation, Preparation of Draft Project Report	25%
4	Stage 4: Preparation of Detailed Design, preparation of EPC Schedules, Finalization of GAD, Final Project Report with all required approvals	35%

Note: If project is not considered feasible as per Part-A (Stage 1 and Stage 2) of the Project or if the authority determines not to undertake part B services, the Authority may terminate this agreement in accordance with the terms and conditions of this agreement and proportionate remuneration will only be paid to the consultant

The consultant shall raise the invoices for each of the aforementioned deliverable upon completion thereof.

1.6 Consultancy Team

The Consultant shall form a team (the "**Consultancy Team**") for undertaking this assignment.

1.6.1 The Consultant shall mobilize and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office.

1.6.2 The Consultant shall establish a Project Office at a suitable location for efficient and coordinated performance of its Services. The Key Personnel shall be deployed for the project as specified in the Manning Schedule forming part of the Agreement. The core team shall be available as per the below table. Other experts and supporting staff as required for successful completion of the consultancy shall be provided by the consultant.

Request for Proposal Selection of Consultant for conducting Techno Economic feasibility Study for providing Railway over Bridge to Kakatiya Mega Textile Park at Warangal

S. No.	Expert	Minimum years of experience	Educational qualification	Minimum Desired Experience
1	Team Leader- cum Senior Bridge Engineer	15	M.Tech/ME in Highways/Structures	Should have a overall planning and design experience of atleast two RoB/ Elevated Structures of minimum 60m span as a part of Highway Projects/ Bridge Projects
2	Transportation Engineer	10	M. Tech Transportation Planning/Engg.	Should have a worked as Transportation Engineer for Planning and design of RoBs/ Elevated structures for atleast two projects part of Highway Projects/ Bridge Projects
3	Highway and Drainage Engineer	10	M. Tech Highways / transportation Engineering	Should have a worked as Highway and Drainage engineer for Planning and design of RoBs/ Elevated structures as part for atleast two projects part of Highway Projects/ Bridge Projects
4	Material cum Geotech/foundation Engineer	10	M.Tech/ME in Geotechnical Engg./Soil Mechanics	Should have a worked as Geotechnical Engineer for atleast two RoBs/ Elevated structures for atleast two projects part of Highway Projects/ Bridge Projects
5	Quantity Surveyor	10	Graduate in Civil Engg	Should have a worked as Quantity Surveyor for atleast two projects part of Highway Projects/ Bridge Projects

1.7 Reporting

- 1.7.1 The Consultant will work closely with the Authority, its consultants and advisors. A designated Project Officer of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- 1.7.2 The Consultant may prepare report on issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- 1.7.3 The Consultant will make a presentation on the inception report for discussion with the Core Team at a meeting. This will be a working document that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to,

data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.

- 1.7.4 Regular communication with TSIIC is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, and occasional meetings.
- 1.7.5 The Deliverables will be submitted as per schedule provided in this RFP.

1.8 Completion of Services

- 1.8.1 All the Deliverables shall be compiled, classified and submitted by the Consultant to the Authority in soft form, to the extent possible. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of 1 (one) year from the Effective Date, unless extended by mutual consent of the Authority and the Consultant.

1.9 Standards and Codes of Practices

- 1.9.1 Activities related to field studies, design and documentation shall be done as per the latest guidelines/circulars of MORT&H and relevant publications of the Indian Roads Congress (IRC), Bureau of Indian Standards (BIS) and Railway Code.
- 1.9.2 All notations, abbreviations and symbols used in the reports, documents and drawings shall be as per IRC:71.

**Annexure B DRAFT AGREEMENT AND TERMS & CONDITIONS OF THE
ASSIGNMENT**

**DRAFT AGREEMENT TO BE SIGNED BETWEEN THE AUTHORITY AND THE
FINAL APPLICANT**

AGREEMENT FOR CONSULTANCY SERVICES FOR CONDUCTING TECHNO ECONOMIC FEASIBILITY STUDY FOR PROVIDING RAILWAY OVER BRIDGE AND APPROACHES TO KAKATIYA MEGA TEXTILE PARK AT WARANGAL IN TELANGANA STATE.

This Agreement (hereinafter referred to as the “**AGREEMENT**”) is made on this ____ day of _____ 2017 by and between:

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

and

_____, herein represented by Mr. _____ and having its main office _____, (hereinafter referred to as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, substitutes and permitted assigns) of the **OTHER PART**.

WHEREAS

- (a) The Client has circulated Request for Proposal document for selection of consultant for conducting Techno Economic Feasibility Study For Providing Railway Over Bridge and approaches to Kakatiya Mega Textile Park at Warangal in Telangana State (hereinafter referred to as the “**Assignment**”).
- (b) The Consultant has represented to the Client that it has the required professional skills, personnel and technical resources and expertise, and is competent and willing to undertake and provide successfully the required services for the completion of the Assignments through its bid dated _____.
- (c) On the faith, assurance and belief of the representations and averments made by the Consultant with respect to the Assignments, the Client hereby offers to the Consultant and the Consultant hereby accepts the Assignments on the terms and conditions set forth in **Annexure ‘A’** and **‘B’** of this Agreement.

Now therefore the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:
 - Annexure – ‘A’: Scope of Work;
 - Annexure – ‘B’: Terms and Conditions of the Assignment.
2. Further, the mutual rights and obligations of the Client and the Consultant shall be construed in the manner as set forth in this Agreement, in particular:
 - (a) the Consultants shall undertake and carry out the Assignment in accordance with the provisions of this Agreement; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Agreement.

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

For and on behalf of TSIIC (‘Client’)

For and on behalf of _____
(‘Consultant’)

Chief General Manager(E) Projects

Authorized Signatory

Authorized Signatory

TERMS & CONDITIONS OF THE ASSIGNMENT

(1) Definitions

The following terms and expressions, unless defined otherwise or the context otherwise requires, shall have the meaning hereinafter respectively assigned to them:

- (a) **“Applicable Law”** means all laws, brought into force and effect by Government of India or the State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement.
- (b) **“Assignment/s”** means the work to be performed by the Consultant pursuant to this Agreement and shall specifically include conducting Techno Economic feasibility Study for providing Railway over Bridge and approaches to Kakatiya Mega Textile Park at Warangal District of Telangana State as detailed under Annexure -‘A’.
- (c) **“Consultant”** shall refer to _____ so appointed hereunder as the consultant for this Assignment.
- (d) **“Client”** shall refer to Telangana State Industrial Infrastructure Corporation Limited.
- (e) **“Agreement”** or **“Agreement”** shall refer to this Agreement made on the date hereof and signed by the Parties together with all Annexures hereto.
- (f) **“Effective Date”** shall mean the __ of _____ 2017.
- (g) **“Consultancy Fee”** means the aggregate fee payable to the Consultant as a consideration for the services rendered towards the Assignment, and as more particularly detailed under clause 3 hereto.
- (h) **“Party”** shall refer to the Client or the Consultant, as the context may admit or require, and **“Parties”** shall collectively refer to both of the Client and the Consultant.

(2) Time Schedule for the Assignment

- 2.1 The total time period for the assignment is 120 Days from the date of award of the work, including 15 days for commencement of the assignment. The final reports, drawings and documentation shall be completed within the respective time schedule.

Request for Proposal Selection of Consultant for conducting Techno Economic feasibility Study for providing Railway over Bridge to Kakatiya Mega Textile Park at Warangal

The Consultant shall adhere to the following time-schedule, which shall be computed from the Effective Date.

S. No.	Details	Time Duration
Part-A (Feasibility Study and In-Principle Approval)		
1	Stage 1: Alignment Option and Inception Report	D*+15 days
2	Stage 2: Preparation of Techno Economic Feasibility Study Report and GAD for In-Principle approval by Railways	D+45 days**
Part-B (Project Report and Approval)		
3	Stage 3: Survey/Investigation, Preparation of Draft Project Report	D+90 days
4	Stage 4: Preparation of Detailed Design, preparation of EPC Schedules, Finalisation of GAD, Final Project Report with all required approvals	D+120 days**
Deliverables shall be in the form of 5 hard +2 soft copy MS Word & PDF format for Reports and AUTOCAD DWG & PDF formats for drawings/plans; ESRI file format for spatial database		

*D- Start Date of Assignment- Date of signing for the agreement / issue of LOA

** Excluding time taken for approvals of deliverables by TSIIC/from concerned authorities

For each of the aforementioned assignments, the Consultant shall be required to make a presentation to the Authority and its designated representatives.

2.2 The Consultant shall submit all the Deliverables, hereinabove mentioned, as and when they become due in as per the scope of Work defined in Annexure A.

(3) Consultancy Fees

3.1 The Consultant shall, as a consideration for the services rendered towards the Assignment, be entitled to an agreed fees (hereinafter referred to as the “**Consultancy Fees**”) for an aggregate amount of Rs. _____ as per the schedule of payments specified in clause 4.

3.2 The Consultancy Fee, as and when becoming payable as per terms hereof, shall be inclusive of manpower costs and costs of deliverables, traveling and incidental expenses, cost of material, etc. and shall be subject to deduction of tax at source as per the Applicable Laws.

Provided however that the Consultancy Fee shall always be exclusive of the applicable Goods and Services Tax (GST) and the same will be paid to the Consultant by the Client against each invoice, so raised.

(4) Fee Payment Schedule, Time Frame and Deliverables

4.1 Fee Payment Schedule

The Consultant shall be entitled to the following Consultancy Fees which shall be paid by the Client against the following Milestones:

S. No.	Payment Milestones	% of total Professional Fee
Part-A (Feasibility Study and In-Principle Approval)		
1	Stage 1: Alignment Option and Inception Report	15%
2	Stage 2: Preparation of Techno Economic Feasibility Study Report and GAD for In-Principle approval by Railways	25%
Part-B (Project Report and Approval)		
3	Stage 3: Survey/Investigation, Preparation of Draft Project Report	25%
4	Stage 4: Preparation of Detailed Design, preparation of EPC Schedules, Finalization of GAD, Final Project Report with all required approvals	35%

Note: Note: If project is not considered feasible as per Part-A (Stage 1 and Stage 2) of the Project or if the authority determines not to undertake part B services, the Authority may terminate this agreement in accordance with the terms and conditions of this agreement and proportionate remuneration will only be paid to the consultant

The consultant shall raise the invoices for each of the aforementioned deliverable upon completion thereof.

4.2 In case of delay in completion of the Deliverables/Milestones within the timelines, so respectively prescribed under sub-clause 2.1 herein above, a penalty equal to 1% of the total Consultancy Fees per day subject to a maximum of 10% of the total Consultancy Fees will be imposed, and amount shall be recovered from the performance security submitted by the consultant. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time will be granted.

(5) Relationship between the Client and the Consultant

The Consultant and the Client shall act on principal to principal basis at all times and there shall be no principal agent or master servant relationship between them. For avoidance of doubt, neither the Consultant nor the employees, agents or servants of the Consultant shall acquire the status of employee of the Client and they shall not be entitled to any insurance cover, pension, bonus or other benefit other than the Consultancy Fee payable hereunder from the Client.

(6) Labour Laws Compliance

- 6.1 (a) The Consultant shall employ its own competent, experienced staff/employees/personnel for the purpose of providing services towards the Assignment.
- (b) This Agreement does not and shall not be construed to create any employer-employee or principal-agent relationship between the Client and any employees, contract labour, representatives and personnel engaged by the Consultant in the performance of services towards the Assignment.
- (c) The Consultant, *inter alia*, agrees that the services towards the Assignment shall be rendered in strict compliance with the provisions of all Applicable Laws. The Consultant shall make statutory payments / remittances, applicable tax deductions including Goods and Services Tax, etc as are required to be made under labour related and other Applicable Laws. The Client reserves the right to recover from the Consultant or withhold any amounts payable to the Consultant towards discharge of any claim or statutory obligations arising out of the breach of any of the contract labour laws or other Applicable Laws by the Consultant, without prejudice to any of its rights and other remedies herein stated or available under other Applicable Laws.
- (d) The contract labour, if any, engaged by the Consultant shall be at their own risk and cost. The contract labour employed to render the services towards the Assignment in terms of these presents shall be paid by the Consultant, the wages in conformity with the applicable wages notified by the respective State Government/ authorities from time to time. The Consultant shall be solely responsible for payment of all wages, salaries and any expenses of the personnel employed including, without limitation, all amounts payable towards State employee insurance, provident fund, pension, or employment compensation, or any other payment to be made under the Applicable Law and/or otherwise to the professionals, technicians or workmen employed and/or contracted in relation to the provision of services towards the Assignment under this Agreement.
- (e) The Consultant shall, in timely manner, obtain and / or maintain the licenses, registrations, employment records, registers, certificates and other records and file returns as are required under various Act/ Rules / Regulations of the State Government in force or as amended from time to time and furnish proof of the same to the Client on demand. The Consultant shall abide by and comply with all the statutory requirements under the existing Central, State and local body regulations, laws or those made applicable from time to time, such as the Contract Labour (Regulations and Abolition) Act 1965, the

Employees Provident Fund and (Miscellaneous Provisions) Act, 1952 and Payment of Gratuity Act, 1972, Employees State Insurance Act, 1948, Minimum Wages Act 1949, Payment of Wages Act 1936, Payment of Bonus Act 1965, Public Liability Insurance Act, 1991, respective State Shops and Establishments Act, and other the labour related laws and regulations as are applicable and in force from time to time and all lawful orders made by the Competent Authority/authorities under the aforesaid Acts. The Consultant shall obtain requisite registrations, statutory permissions, licenses from concerned authorities and furnish proof of the same to the Client on demand. The Consultant shall have the absolute control and /or supervision on its employees / staff / contract labour there being no nexus of employment between the Consultant and the Client. The Client shall not be liable for any dispute, which may arise between the Consultant and its employees / contract labour. The Consultant shall itself regulate the engagement of its workers and their working conditions, providing statutory benefits, uniform, food etc at its sole discretion in accordance with the Applicable Law.

- (f) During the validity of this Agreement, the Consultant shall be solely responsible for:
 - (i) All acts and/or omissions by the workmen, technicians, contract-labor, contractors and other personnel engaged in the performance of the services towards the Assignment as set forth in this Agreement;
 - (ii) Health, safety and security of the workmen, technicians, contract-labor, contractors and other personnel engaged in the performance of the services towards the Assignment as set forth in this Agreement;
- (g) The Consultant shall maintain proper books of accounts, registers, records, bills, invoices, receipts, vouchers etc in respect of the services performed towards the Assignment carried on by the Consultant and shall regularly cause proper entries to be made therein and of all other particulars and matters necessary thereto and furnish a certification of compliance thereof on demand by the Client. The Consultant shall make available such information and documents as may be required by the authorized representatives of the Client for verification.

6.2 The Consultant hereby agrees to indemnify and defend the Client and its representatives and employees, and hold the Client, its representatives, employees harmless from:

- (a) Against all and any claims or other lawsuits or proceedings, that may arise on account of breach of any of the applicable labour and other related laws and / or that may arise out of breach of any covenants of this Agreement including those arising out of any accident that may occur during or in relation to the services performed towards the Assignment as may be proceeded against the Client for any reason whatsoever and assume full responsibility for whatsoever including the payment of indemnification, penalties, attorneys' fees, legal costs and other charges, if any;
- (b) Damages and losses caused by its negligent or intentional act or omission or any damages and losses caused by the negligent act of any third party or sub-contractor or agency engaged by Consultant;
- (c) Damages and losses resulting from the non-compliance with the obligations established hereunder;
- (d) Any environmental damages caused by it and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by the Consultant;
- (e) Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it;
- (f) Any and all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in relation to this Agreement due to neglect, omission or intentional act of the Consultant.

(7) Insurance to be taken out by the Consultant

The Consultant shall take out and maintain, and shall cause any sub-consultants, if any, to take out and maintain, 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 coverage, as follows:

- (i) Employer's liability and 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, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (ii) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Agreement; (ii) the Consultant's property used in the performance of its services under this Agreement; and

(iii) any documents prepared by the Consultant in the performance of its services under this Agreement.

(8) Intellectual Property Rights

All intellectual property rights including copyright over materials, reports, , drawings etc. (hereinafter referred to as the “**Study Documents**”) produced/made, by the Consultant, during the course of or in connection with the Project, shall rest with the Client absolutely with all title and interest. If required, the Consultant shall execute a suitable deed of assignment or any other document or deed, as may be deemed appropriate, in favor of the Client to that effect. The Client shall be free to use the Study Documents anywhere else, without incurring any liability or obligation, directly or indirectly towards paying any compensation/royalty or any other fees to the Consultant.

(9) Accountability & Indemnification

- 9.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, drawings, estimates and all other details prepared by him as part of this Assignment. It shall indemnify the Client or other agencies/authorities against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Assignment.
- 9.2 The primary responsibility of complying with all the requirements of the Applicable Laws/ local customs and practices shall be of the Consultant and the Consultant shall keep the Client (including its Directors, employees, agents and representatives) fully indemnified against all cost's, charges, damages, penalties or litigation that may arise on account of any contravention or violation thereof.
- 9.3 In case of any dispute, controversy, litigation, public agitation etc. connected with the services or arising out of any matter connected with or incidental to the services performed by the Consultant under this Agreement or arising out of any violation, breach or contravention of any provision of Applicable Law/ guidelines or regulations or directions by the Consultant or for any other reason (including violation or breach of any of the provisions of this Agreement), Consultant shall indemnify and keep indemnified and hold the Client and its directors, employees, authorized representatives, agents harmless from and against all costs, claims, damages, proceedings, liability, including fees paid to legal counsels etc. in this behalf.

(10) Force Majeure

- 10.1 A Force Majeure shall refer to the occurrence and subsistence of the following events which (i) is beyond the reasonable control of the Consultant; and (ii) the Consultant could not have prevented or overcome by exercise of due diligence; and (iii) prevents, restricts, delays or interferes the Consultant from performing any of its obligations/services towards the Assignment:
- Act of terrorism leading to unsafe working environment;
 - Fire, explosion, cyclone, flood, radioactive radiation;
 - War, revolution act of public enemies, blockage or embargo;
 - Change in applicable law, through an order/proclamation/ordinance /demand etc, rendering the Assignment illegal;
 - Requirements of any government or authority or perspective of any such Government including restrictive trade practice or regulation;
 - Strike, shut down or labour disputes, which are not instigated for the purpose of avoiding obligations herein;
 - Any event or circumstances of a nature analogous to any of the foregoing.
- 10.2 The Parties hereby agree that on confirmation of the occurrence of a Force Majeure event by the Client, the Consultant would be entitled to a proportionate extension of time schedules, as agreed to by the Client in writing, in respect of the balance Deliverables/Milestones.
- 10.3 In case the Force Majeure event subsists for a continuous period of more than fifteen (15) days, this Agreement /Agreement shall, unless otherwise agreed to by the Parties, stand revoked / terminated with no claims or liabilities, in respect thereof, on either Party; except those which would have accrued prior to the date of such termination/revocation.

(11) Termination

- 11.1 This Agreement shall be deemed to have come into force and effect on the Effective Date and shall, unless terminated or extended by the Parties hereto, remain valid and effective for a term of Four (04) months there from.
- 11.2 This Agreement may be terminated at any time by either Party, by giving a 02 (Two) days prior notice to the Consultant, during the term of the Agreement. In case of such termination, the Consultant shall only be entitled to the amount due/remaining unpaid to him for the services performed by him till the date of such termination, subject to the Consultant handing over to the Client all deliverables, completed up to the date of termination, together with all paper work, reports and designs & drawings in respect of the same.

- 11.2 This Agreement may be terminated if Consultant commits a breach of this contract or fails to remedy any breach hereof or any failure in the performance of its obligations hereunder within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing; in this case, the consultant shall forfeit the performance security pursuant to Clause 2.19
- 11.4 Upon termination of this Agreement pursuant to provisions hereof, or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 13 hereof, and (iii) any right which a Party may have under the Applicable Law in India.

(12) Standard of Performance

The Consultant shall, towards the successful completion of the Assignment, perform its services and carry out all its obligations with due diligence, in accordance with generally accepted professional techniques and shall observe sound management practices. The Consultant shall always act, in respect of any matter relating to this Assignment or to the services, as advisors to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

(13) Confidentiality

The Consultant, their sub-consultants, and the personnel of either of them shall not disclose any proprietary or confidential information relating to the project, the services, this Assignment, or the Client's business or operations without the prior written consent of the Client.

(14) Language

This Assignment shall be executed in English language which shall be the binding and controlling language for all matters relating to this assignment.

(15) Documents prepared by the Consultants to be the Property of the Client

All documents and reports in both hard and soft copies prepared / submitted by the Consultants in accordance with the Scope of Work and deliverables, shall become and remain the property of the Client and the Consultant shall not use the same for any purpose, other than those with respect to the Scope of Work and deliverables, without the written consent of the Client.

(16) Dispute Resolution

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

16.2 Any dispute between the Parties as to matters arising pursuant to the Agreement which cannot be settled amicably within thirty (30) days after receipt by one Party or the other party's request for such amicable settlement may be submitted by either party of settlement in accordance with clause 17 herein.

(17) Governing Law & Jurisdiction

This Agreement/Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Hyderabad only shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

(18) Communication & Correspondences

18.1 Communication in Writing

Any communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and in English.

18.2 Method of Service

Any communication shall be addressed as provided in clause 18.3 and, if so addressed, shall be deemed to have been duly given or made (unless it is obvious that it has not been) as follows:

- (i) if sent by personal delivery, upon delivery at the address of the relevant Party;
- (ii) if sent by registered post, 5 (five) days after dispatch; and
- (iii) If sent by facsimile transmission, when dispatched, but only if the sender's transmission report shows the entire facsimile to have been received by the recipient with 'OK' transmission report.

18.3 Address for Communication

The relevant addressee, address and facsimile numbers of the Parties for the purposes of this Agreement shall be:

If to the Consultant:

Party :

Kind Attn :

Authorized Personnel:

Request for Proposal Selection of Consultant for conducting Techno Economic feasibility Study for providing Railway over Bridge to Kakatiya Mega Textile Park at Warangal

Address :
Phone :
Email :

If to the Client

Party : *TSIIC Limited*
Kind Attn. : *Chief General Manager (Engg)*
Address : *"Parishrama Bhavan", 5th Floor, 5-9-558/B,
Basheerbagh Fateh Maidan Road,
Hyderabad-500004 Telangana, India.*
Phone : *+91-40-23237625/26*
Fax No : *+91-40-23240205*

18.4 Change of Address

A Party may notify the other Party of a change to its name, addressee, address and telex or facsimile numbers provided that such notification shall only be effective on:

- (i) The date specified in the notification as the date on which the change is to take place; or
- (ii) If no date is specified or the date specified is less than five (5) days after the date on which notice is given, the date falling five (5) days after notice of any such change has been given.

(19) Miscellaneous

19.1 Entire Agreement

This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement stand hereby abrogated and withdrawn.

19.2 Severability

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect or impair:

- (i) The legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (ii) The legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

19.3 Change in Applicable Laws

Any increase or decrease in the cost or reimbursable expenses incurred by the Consultant in performing the services towards the Assignment after the Effective Date due to any change in the Applicable Law with respect to taxes and duties on the subject matter of this Assignment or in relation thereto, shall be exclusively borne by the Consultant and no corresponding adjustments shall be made to the ceiling amount specified in Clause 3.1.

19.4 Modifications & Variations

Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the Assignment, can only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

19.5 Good Faith

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

APPENDICES

APPENDIX-I - FORM-1

TECHNICAL PROPOSAL

(See Clause 2.1.3)

Letter of Proposal

(On Applicant's letterhead)

(Date and Reference)

To :

The Vice Chairman & Managing Director
Telangana State Industrial Infrastructure Corporation Ltd (TSIIC)
"ParishramaBhavan" 6th Floor, 5-9-558/B,
Basheerbagh, FatehMaidan Road,
Hyderabad-500004
Telangana, India.

Dear Sir,

**Sub.: Selection of Consultant for conducting Techno Economic feasibility Study
for providing Railway over Bridge and approaches to Kakatiya Mega
Textile Park at Warangal District, Telangana**

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our proposal for conducting Techno Economic feasibility Study for providing Railway over Bridge and approaches to Kakatiya Mega Textile Park at Warangal District, Telangana. The proposal is unconditional and unqualified.

1. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last seven years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an

arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
8. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by

***Request for Proposal Selection of Consultant for conducting Techno Economic feasibility Study
for providing Railway over Bridge to Kakatiya Mega Textile Park at Warangal***

the Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the PDD specified in the RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
16. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

APPENDIX-I - FORM-2

Particulars of the Applicant

1.1	Title of Consultancy:	
1.2	Title of Project:	
1.3	State the following	
	Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of Authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:	
1.4	In case of non-Indian Firm, does the Firm have business presence in India?	Yes/No
	If so, provide the office address (es) in India.	
1.5	Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last seven years?	Yes/No
1.6	Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last seven years?	Yes/No
	Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last seven years?	Yes/No
	Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/ insolvency in the last seven years?	

***Request for Proposal Selection of Consultant for conducting Techno Economic feasibility Study
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	Yes/No
1.7	<p>Address of Office:</p> <p>Phone No.:</p> <p>Fax No. :</p> <p>E-mail address:</p>
1.8	<p align="center">(Signature, name and designation of the authorised signatory)</p> <p align="right">For and on behalf of</p>

APPENDIX-I - FORM - 3

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant)

Ref.

Date:

To :

The Vice Chairman & Managing Director
Telangana State Industrial Infrastructure Corporation Ltd (TSIIC)
"ParishramaBhavan" 6th Floor, 5-9-558/B,
Basheerbagh, FatehMaidan Road,
Hyderabad-500004
Telangana, India.

Dear Sir,

Sub: Selection of Consultant for for conducting Techno Economic feasibility Study
for providing Railway over Bridge and approaches to Kakatiya Mega Textile Park at
Warangal. Telangana

I/We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in
the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorised
Representative and has been duly authorized to submit our Proposal through a Power of
Attorney. Further, the authorised signatory is vested with requisite powers to furnish such
proposal and all other documents, information or communication and authenticate the
same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-I - FORM-4

Power of Attorney

Know all men by these presents, We, (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for conducting Techno Economic Feasibility study for conducting Techno Economic feasibility Study for providing Railway over Bridge to Kakatiya Mega Textile Park at Warangal including but not limited to signing and submission of all Proposals, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2016

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

***Request for Proposal Selection of Consultant for conducting Techno Economic feasibility Study
for providing Railway over Bridge to Kakatiya Mega Textile Park at Warangal***

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-I - FORM-5

Financial Capacity of the Applicant

S. No.	Financial Year	Annual Turnover (Rs. in Crore)
1	2016-17	
2	2015-16	
3	2014-15	

Certificate from the Statutory Auditor¹

This is to certify that (Name of the Applicant) has registered an annual turnover shown above against the respective years.

(Signature, name and designation of the authorised signatory)

Date: _____ Name and seal of the audit firm: _____

Note:

1. Please do not attach any printed Annual Financial Statement.

¹ In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

***Request for Proposal Selection of Consultant for conducting Techno Economic feasibility Study
for providing Railway over Bridge to Kakatiya Mega Textile Park at Warangal***

APPENDIX-I - FORM-6

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of eligible assignments ²
					Name of the firm	Employed since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							

² The firm should have completed (including obtaining In-Principle approval from Railways) at least Two (02) feasibility studies for Railways in the last 7 (Seven) years

APPENDIX-I - FORM-7

Abstract of Eligible Assignments of the Applicant³

S. No.	Name of the project & Description	Name of the Client	In-Principle approval accorded? (yes / no)	Start date & End Date	Current Status of the Project
(1) ⁴	(2)	(3)	(4)	(5)	(6)

³The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

⁴ The names and chronology of Eligible Assignments included here should conform to the project wise details submitted in Form-9 of Appendix-I.

APPENDIX-I - FORM-8

Assignments of Applicant

Name of Applicant:	
Name of the Project:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital outlay of the Project (in Rs. crore):	
Payment received by the Applicant as professional fees (in Rs. Lakhs):	
Start date and finish date of the services (month/year):	
Brief description of the Project:	
Status of the project	

Notes:

1. Use separate sheet for each Eligible Assignment.

APPENDIX-I - FORM-9

Format for Bank Guarantee for Submission of Performance Security

To:

The Vice Chairman & Managing Director,
Telangana State Industrial Infrastructure Corporation Ltd.,
ParisramaBhavan, 6th Floor, 5-9-58/B, Basheerbagh,
FatehMaidan Road, Hyderabad-500004 Telangana, India.

WHEREAS _____ [*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ 2017 to execute _____ (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [*amount of guarantee*] * _____ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand without any protest or demur or any objection, whatsoever on our part and without any first claim or reference to the Contractor, and without cavil or argument, any sum or sums within the limits of _____ [*amount of guarantee*]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until _____ (i.e.) 60 days from the date of issue of the certificate of completion of works.

***Request for Proposal Selection of Consultant for conducting Techno Economic feasibility Study
for providing Railway over Bridge to Kakatiya Mega Textile Park at Warangal***

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

*Note: An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

APPENDIX-II - FORM-1

FINANCIAL PROPOSAL

(On Applicant's letter head)

(Date and Reference)

To :

The Vice Chairman & Managing Director

Telangana State Industrial Infrastructure Corporation Ltd (TSIIC)
"ParishramaBhavan" 6th Floor, 5-9-558/B,
Basheerbagh, FatehMaidan Road,
Hyderabad-500004, Telangana, India.

Dear Sir,

Sub: Selection of Consultant for conducting Techno Economic Feasibility Study for providing for providing Railway over Bridge and approaches to Kakatiya Mega Textile Park at Warangal, Telangana

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm Consultant for conducting Techno Economic Feasibility Study for providing for providing Railway over Bridge and approaches to Kakatiya Mega Textile Park at Warangal, Telangana.

Our Financial Proposal for providing consultancy Services is Rs.....(Rupees.....), inclusive of all taxes, other statutory levies and such other direct & indirect expenses to be incurred for the assignment but exclusive of Goods and Services Tax which will be paid extra.

I/We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

We further understand that TSIIC reserves the right to select among Applicants who are technically qualified and accept financial bids at its discretion. We also understand that TSIIC reserves the right to accept / reject any or all of the proposals received without assigning any reasons and are agreeable for the same.

Yours faithfully,

(Signature, name and designation
of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP