



# **REQUEST FOR PROPOSAL**

**Selection of Project Consultant**

**For**

**FEASIBILITY STUDY FOR PROPOSED MRTS  
CORRIDOR FROM MIYAPUR TO SHILPARAMAM AND  
GACHIBOWLI IN HYDERABAD**

*December 2017*

**Telangana State Industrial Infrastructure  
Corporation Limited**

**(A Government of Telangana State Undertaking)**

**Hyderabad – 500004**

**Phone: 040- 23237625, 26, Web: [www.tsiic.telangana.gov.in](http://www.tsiic.telangana.gov.in)**

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## **SCHEDULE OF TENDER PROCESS**

<b>Event Description</b>	<b>Scheduled Date</b>
<b>Tender Notice No: Hitech City MRTS/01</b>	December 19 <sup>th</sup> , 2017
<b>Due date for Receipt of Bids (Proposal Due Date)</b>	16:00 Hrs (IST) on January 04, <b>2018</b>
<b>Date and Time of Opening Bids (Outer Envelope &amp; Envelope-I)</b>	16:30 Hrs (IST) on January 04, <b>2018</b>
<b>Opening of Envelope II (Financial Proposal)</b>	Will be intimated only to the qualified applicants

**DISCLAIMER**

1. The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, 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) or any of its employees, 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 or an offer by 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 TSIIC 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 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. 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.
5. TSIIC and its employees/ advisors 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.
6. 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.
7. 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.
8. 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 TSIIC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

# **LETTER OF INVITATION**

## **1. LETTER OF INVITATION**

To

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**Gentlemen,**

- 1.1 Telangana State Industrial Infrastructure Corporation (TSIIC) intends to procure a Project Consultant to assist TSIIC for selection of MRTS corridor from Miyapur to Shilparamam and Gachibowli, Hyderabad. The services of the selected consultant would be utilized as per the terms of the contract under this document. More details on the services required are provided in the Terms of Reference (TOR) of this Request for Proposal (RFP).
- 1.2 Proposal submissions must be received not later than the due date specified in the “**Schedule of Tender Process**” in the manner specified in the RFP document at the address given below.

***The Vice Chairman & Managing Director,***  
Telangana State Industrial Infrastructure Corporation (TSIIC)  
6<sup>th</sup> Floor, ParishramaBhavan, Basheerbagh, Hyderabad – 500  
004 Telangana State  
Phone: 040- 23237625

- 1.3 This RFP has following sections\*:

Section – 1	Letter of Invitation
Section – 2	Instructions to Applicants
Section – 3	Data Sheet
Section – 4	Preparation, Submission and Evaluation of Proposals
Section – 5	Terms of Reference
Section – 6	Formats for Proposal Submission (Annexures)
Section – 7	Draft Contract for Project Management Consulting Services

***RFP for Selection of Project Consultant for Proposed MRTS Corridor from Miyapur to Shilparamam and Gachibowli, Hyderabad***

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- 1.4 The Consultant firm for providing its services will be selected under Quality & Cost Based Selection (QCBS) method as described in this RFP. The Technical Proposals would be evaluated based on the qualification criteria set forth in the RFP. Financial Proposals (Price Bids) of only those firms, whose Technical Proposals qualify, will be opened and evaluated.
- 1.5 The Proposals shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorised representative of the applicant must attest all erasures and alterations made while filing the proposal. Over writing of figures in the Price Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.
- 1.6 TSIIC shall not be responsible for any costs or expenses incurred by the applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to visit to the site. TSIIC reserves the rights to cancel, terminate, change or modify this procurement /Proposal Process and /or requirements of proposal stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.
- 1.7 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, TSIIC 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 submitted proposals.

Date: December 19<sup>th</sup>, 2017

For Telangana State Industrial Infrastructure Corporation (TSIIC)

**VICE CHAIRMAN & MANAGING DIRECTOR**

# **INSTRUCTIONS TO APPLICANTS**



## **2. INSTRUCTIONS TO APPLICANTS**

- 2.1 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal.
- 2.2 Broad description of the objectives, scope of services, Deliverables, and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it is invited to participate in the Selection Process individually (the "Sole Firm") and no consortium is allowed.
- 2.3 Proposals shall be prepared and submitted in the manner elaborated in this RFP as per the formats/annexures provided.
- 2.4 No Applicant or its Associate shall submit more than one Application for the Consultancy.
- 2.5 Any entity which has been barred by any agency of the Central Government, any State Government, any Statutory Authority or any 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.
- 2.6 TSIIC reserves the right to terminate a firm's participation in the tender process at any time, should TSIIC consider that a firm has, without the prior consent, failed to comply with any of the procedures and requirements prescribed in the RFP.
- 2.7 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 TSIIC;
  - c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of TSIIC or relating to any of the matters referred in the RFP;
  - d. satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
  - 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.
- 2.8 TSIIC 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 TSIIC.
- 2.9 The Proposal of a firm shall be liable for disqualification in the event of the following:
  - a. If the firm refuses to accept the correction of errors in its proposal, (or)
  - b. If the Firm submits a conditional Proposal which would affect unfairly the competitive provision of other firms who submitted substantially responsive proposal and/or is not accepted by TSIIC.

## **2.10 QUERIES AND CLARIFICATIONS**

The applicants are requested to study this entire tender document in detail. If the applicants have any queries on the RFP or on the proposed project, they may submit such queries to TSIIC in writing on or before the date specified in the “**Data Sheet**”. Clarifications for all such queries received within the date specified would be provided by TSIIC at least three working days before the due date and time of tender submission date. All such queries received and TSIIC clarifications shall be uploaded only on TSIIC website without identifying the names of the firms.

## **2.11 AMENDMENT TO RFP**

- a. At any time prior to the due date for submission of Proposal, TSIIC may, for any reason, whether at its own initiative or otherwise, modify the RFP document by issuing Addendum/ Amendment.
- b. In order to provide the Applicants with reasonable time for taking an amendment into account, or for any other reason, TSIIC may, in its sole discretion, extend the PDD.
- c. The above changes & amendments, if any, will be notified only on TSIIC website.

## **2.12 CONFLICT OF INTEREST**

- a. TSIIC requires that the Consultant provides professional, objective, and impartial advice and at all times hold TSIIC'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 TSIIC.
- b. 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.
- c. An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - i. a constituent of such Applicant is also a constituent of another Applicant; (or)
  - ii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; (or)
  - iii. such Applicant has the same legal representative for purposes of this Application as any other Applicant; (or)
  - iv. if a firm is engaged by TSIIC to provide goods or works or services and if the Associate/s of such firm is engaged for providing consulting services for the same project and vice versa.

# **DATA SHEET**

### 3. DATA SHEET

S. No.	Key Information	Details
<b>RFP Details</b>		
1.	Project	Providing Project Consultancy Services to TSIIC for Preparation of Feasibility Study Report for the Proposed MRTS Corridor from Miyapur to Shilparamam and Gachibowli, Hyderabad
2.	Organization	Telangana State Industrial Infrastructure Corporation Ltd (TSIIC)
3.	Project Site Details	
<b>Proposal Conditions and Evaluation</b>		
1.	Proposal Validity	180 days from the Proposal Due Date (PDD)
2.	<b>Minimum Eligibility Criteria</b>  (Annexure A)	<p>The applicant must meet all the following minimum eligibility criteria.</p> <ol style="list-style-type: none"> <li>Annual turnover of Rs. 50 Crores from consultancy services in each one of the last three (3) financial years preceding the Proposal Due Date (PDD) as per the audited balance sheets.</li> <li>Experience of providing Project Consultancy services in Transportation domain/sector.</li> </ol> <p><b>Project Completion Certificate from the client is required to be submitted for the above criteria. In absence of Project completion certificate from client, the copy of final invoice along with receipt of payment from client in books of accounts duly supported by work order or agreement (with clear milestones) would be considered</b></p>
3.	<b>Proposal Evaluation</b>	<ul style="list-style-type: none"> <li>Technical and Financial Evaluation of applicants that meets the minimum eligibility criteria will only be undertaken. Applicants not meeting the minimum eligibility criteria are deemed to be disqualified from further tender evaluation process.</li> <li>Technical Evaluation: Minimum score required for technical qualification is 75 marks (max. marks = 100).</li> <li>Financial Evaluation: Price bids of technically qualified firms will only be opened. Lowest Price Quote will be awarded 100 marks and remaining proposals will be marked proportionately in reference to lowest quote.</li> <li>Combined Evaluation (Technical &amp; Financial): Quality and Cost Based System (QCBS) evaluation criteria in the ratio of 80: 20 (80% technical and 20% financial weightage) as detailed in RFP.</li> </ul>
4.	<b>Criteria for selection of Consultant (Bid Parameter)</b>	Criteria for selection of consultant is the combined highest score of technical and financial proposals in the ratio of 80:20

*RFP for Selection of Project Consultant for Proposed MRTS Corridor from Miyapur to Shilparamam and Gachibowli, Hyderabad*

S. No.	Key Information	Details
<b>Proposal Submissions</b>		
1.	<b>Outer Envelope</b>	<ul style="list-style-type: none"> <li>Envelope 1 &amp; Envelope 2 as detailed in Section 4</li> </ul>
2.	<b>Envelope 1:</b>  <b>Technical Proposal</b>	Signed RFP document Financial Experience towards Min. Eligibility ~ Annexure A Checklist of Submissions ~ Annexure 1 Covering Letter ~ Annexure 2 Similar Experience ~ Annexure 3 Team Composition as required by RFP ~ Annexure 4
3.	<b>Envelope 2:</b> <b>Price Proposal</b>	The Applicants shall be required to submit their Financial Proposals in the format (Annexure 5) as provided in the RFP duly filled and signed.
4.	<b>Bid Processing Fee:</b>	Rs. 10,000/- Plus GST @ 18% (i.e., Rs. 1800/-). Total Fee = Rs. 11,800/-

# **PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS**

## **4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS**

### **4.1 GENERAL**

- a. The firms shall bear all costs associated with the preparation and submission of its proposal, including site visits, field investigations, market assessment, data collection, analysis, etc. as also any discussions/negotiations. TSIIC shall not be responsible or liable for any such costs incurred.
- b. The firms should submit their proposals individually and consortium or Joint Ventures are not allowed.
- c. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive.
- d. All communication and information shall be provided in writing and in English language only.
- e. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

### **4.2 PREPARATION AND SUBMISSION OF PROPOSALS**

The Proposals shall be prepared in separate envelopes as under.

#### **i. OUTER ENVELOPE:**

- a) Envelope I : Technical Proposal
- b) Envelope II : Price Proposal

*Outer Envelope shall be sealed, labelled as “SELECTION OF PROJECT CONSULTANT FOR PROPOSED MRTS CORRIDOR FROM MIYAPUR TO SHILPARAMAM AND GACHIBOWLI, HYDERABAD”*

### **4.3 SUBMISSIONS IN ENVELOPE I (TECHNICAL PROPOSAL)**

The Envelope I shall contain the following documents.

- a. Signed RFP document
- b. Turnover/ Financial Eligibility as per **Annexure A**
- c. Checklist of Submissions as per **Annexure 1**
- d. Covering Letter as per **Annexure 2**
- e. **Relevant Experience of the Applicant:** Details of experience of the firm in the format enclosed as **Annexure 3**.
- f. **Team Composition:** Details of key personnel for engagement in this assignment in the format enclosed as **Annexure 4**.

*Envelope I (Technical Proposal) shall be sealed, labelled as “TECHNICAL PROPOSAL FOR SELECTION OF PROJECT CONSULTANT FOR PROPOSED MRTS CORRIDOR FROM MIYAPUR TO SHILPARAMAM AND GACHIBOWLI, HYDERABAD”*

#### **4.4 SUBMISSIONS IN ENVELOPE II (FINANCIAL PROPOSAL)**

The financial proposal shall contain the **proposed fee** (price quote) of the firm in Indian Rupees that is inclusive of man day cost, travel & sojourn cost, printing and stationery and all other expenses except GST. The financial proposal shall be submitted in the format enclosed as

##### **Annexure 5.**

*Envelope II (Financial Proposal) shall be sealed, labelled as “FINANCIAL PROPOSAL FOR SELECTION OF PROJECT CONSULTANT FOR PROPOSED MRTS CORRIDOR FROM MIYAPUR TO SHILPARAMAM AND GACHIBOWLI, HYDERABAD”*

#### **4.5 SIGNING OF PROPOSALS**

The Authorized Signatory shall sign or initial each page of the proposal documents along with the stamp of the firm. They should also sign & stamp each page of the RFP & return the same along with proposal to TSIIC.

#### **4.6 OPENING OF PROPOSALS**

- a. Proposals received by the due date and time and in sealed condition will only be considered for opening and evaluation. Proposals other than the above will be summarily rejected.
- b. Firms that submitted the proposals will be duly intimated with the date, time and venue for opening the proposals received as above. Authorised representatives of the participating firms are requested to be present during proposal opening.
- c. The details of the authorised representatives (who choose to attend) present will be recorded.
- d. Name of the firms that submitted the proposals will be read aloud in the presence of firm's representatives and will be recorded.
- e. Each proposal will be given a number in the ascending order and will be recorded against total number of proposals. For instance, if the total number of proposals received is five, the first proposal will be recorded as 1/5, the second as 2/5 and so on.

#### **4.7 OPENING AND EVALUATION OF ENVELOPE I (TECHNICAL PROPOSAL)**

- a. Annexure A and supporting documents will be evaluated for Minimum Eligibility Criteria as per the Data Sheet.
- b. Proposals meeting the minimum eligibility criteria will only be considered for further evaluation of the Proposals.
- c. Applicants not meeting the Minimum Eligibility Criteria as above are deemed to be disqualified and will be barred from further evaluation of their tender. No correspondence or representation will be entertained and TSIIC's decision will be final in this regard.
- d. The Envelope I of the eligible proposals will be opened in the ascending order (1/5, 2/5, etc.) and checked for all the mandatory documents duly signed as per the list provided above and in the prescribed formats. TSIIC shall take a decision at its sole discretion with



regard to proposals without any of the said documents or documents submitted in any other format other than the prescribed.

- e. Maximum marks under Technical proposal are 100, with the following breakup.
- |      |  |            |
|------|--|------------|
| i.   | Presentation on Approach & Methodology   | : 15 marks |
| ii.  | Project Experience of the Applicant firm | : 30 marks |
| iii. | Team Composition                         | : 55 marks |
- f. The technical proposals will be marked based on the following evaluation criteria.
- i. **Approach & Methodology:** Marks shall be awarded based on the understanding of the Mass Rapid Transit System, firms' specific experience, quality of approach and methodology proposed by the Applicant. Max marks for Approach & Methodology is Twenty Five (25) marks.
- ii. **Project Experience of the Applicant:** With reference to relevant experience of the Firm, marking will commensurate with experience in number of Projects as below.
- Each project experience in this category for which Project Consultancy services activities are completed and supported by documentary proof of completion of services will carry Ten (10) marks per each eligible project, subject to a maximum of thirty (30) marks.
- iii. **Team Composition:** The team composition (key experts) mentioned in Terms of Reference (TOR) of this RFP will only be considered for marking under clause (4.7, e-iii) above. The team leader and proposed team members of the Consultant shall be available in Hyderabad during the entire project duration for regular deliverables based on tasks, project coordination, attending meetings etc.
- a. **Team Leader:** A total of fifteen (15) marks are allocated to Team Leader. Five (05) marks will be awarded for each relevant project experience, subject to a maximum of fifteen (15) marks.
- b. **Other Key Technical Professionals:** A total of maximum thirty (40) marks are allocated to the other Key Technical Professionals (other than Team Leader) as per experience stipulated in section 5.5 of TOR. For each key technical personnel, a maximum of 5 marks will be awarded.

#### **4.8 OPENING AND EVALUATION OF ENVELOPE II (FINANCIAL PROPOSAL)**

- a. The Envelope II of those Firms that scored a minimum of Seventy-Five (75) marks in the Technical Proposal (Envelope I) will only be opened.
- b. The price proposals shall be checked for substantial compliance. If the submission is in substantial compliance with the Price Proposal, then, the review and evaluation of the same would be undertaken. If the submission does not satisfy the criteria, the submission will be rejected and such firm will be eliminated from further evaluation process.
- c. Requirements for Substantial Compliance: Prior to the detailed evaluation of the

Price Proposal, it would be determined whether each Price Proposal:

- i. Has been properly signed and contains the required representations or commitments;
  - ii. Is presented in a manner that conforms with the requirements of the RFP including the specified format.
- d. Material Deviation: A material deviation or reservation is one
- i. Which affects in any substantial way the requirements of the RFP and performance of the Project; or
  - ii. Which is substantially inconsistent with the requirements of the RFP;
  - iii. Whose rectification would affect unfairly the competitive provision of other competing firms presenting substantially responsive proposals.
- e. Evaluation: The financial proposal that has the lowest quote (L1) among all the financial proposals opened shall be given one hundred (100) marks. The remaining price quotes (L2, L3, L4, etc.) will be marked in reference to L1. For Example, if L1's quote is Rs 'X' lakhs and L2 quote is Rs 'Y' lakhs, then  $L1 = 100$  marks and  $L2 = X/Y * 100$  marks).

#### **4.9 COMBINED EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS UNDER QCBS**

This is the final stage of proposal evaluation. As per the predefined QCBS evaluation criteria, 80% weightage will be given to technical score and 20% to the financial score. Accordingly, 80% of the technical marks and 20% of the financial marks will be combined/ summed up to arrive at the final marking. For example, if the technical score of a particular firm is 80 marks and financial score is 90 marks, then the combined technical and financial score in the ratio of 80:20 will be as computed below.

- 80 percent of technical score =  $0.8 * 80 = 64$  marks
  - 20 percent of financial score =  $0.2 * 90 = 18$  marks
  - **Total combined score = 82 marks**
- 

#### **4.10 CRITERIA FOR SELECTION OF CONSULTANT**

The sole criterion for selection of the Consultant is the highest combined technical and financial scores in the ratio of 80:20 respectively (80% technical score and 20% financial score). In the event of more than one firm score the same highest marks, TSIIC may call those firms (limited to only such firms) for negotiation/ resubmission of the financial proposal. In such a case, firm that offers the lowest price quote will be the selected Consultant.

## **TERMS OF REFERENCE**

## **5. TERMS OF REFERENCE**

### **5.1 BACKGROUND**

The Hyderabad Metropolitan Area (HMA) is one of the fastest growing metropolises in India. Given the growth dynamics and dimensions of transportation problems, and more importantly to plan and develop transportation systems on a sustainable basis with an updated long-term perspective, HMDA, with assistance of the MoUD have completed the Comprehensive Transportation Study (CTS) for HMA in 2014. This study has provided insight into the current challenges of commuting within the Hyderabad city as well as travels to other parts of HMA, addressed the issues and prepared an infrastructure and investment plan for the next few decades. CTS recommended a planned development of transport system in HMA up to 2041. This included short-term (2011-2021), medium-term (2022-2031) and long-term (2032-2041) prioritized projects for investments.

Rapid industrialization and intense commercial development in the past decades have resulted in steep rise in travel demand, putting Hyderabad Area transport infrastructure to stress. Hyderabad's growth is expected to continue at a faster pace, boosted by various policies and programs of the Government of Telangana. With the projected increase in the city's population/growth, strengthening and augmenting the existing transport infrastructure is the need to trigger the growth in GHMC and the rest of HMA by evolving the transport system to provide the much needed connectivity.

Vehicular population of cars is increasing at 18% CAGR and Two Wheeler by 12.5% CAGR and the overall private vehicle growth has been increased from 228/ 1000 population in 2011 to 364/1000 population in 2016.

The feeder bus services to the existing/ proposed MMTS phase II stations and proposed metro stations shall have limitation in future in handling the travel demand due to less capacity and more traffic congestion on the road system. The alternative technology for handling the relatively higher demands compared to road-based public transport and relieving the traffic congestion on the road system is contemplated with the introduction of Mass Rapid Transport System (MRTS).

GHMC has successfully initiated the Sustainable Road Development Plan (SRDP) for traffic Improvement to ease the traffic congestion in central area of HITEC City. However these will be temporary measures to relieve the traffic congestions. Government of Telangana (GoT) stresses the need for continuing efforts and expanding on its commitment recognizing the varying needs and priorities of different transportation users, in developing HITEC City's major transportation infrastructure.

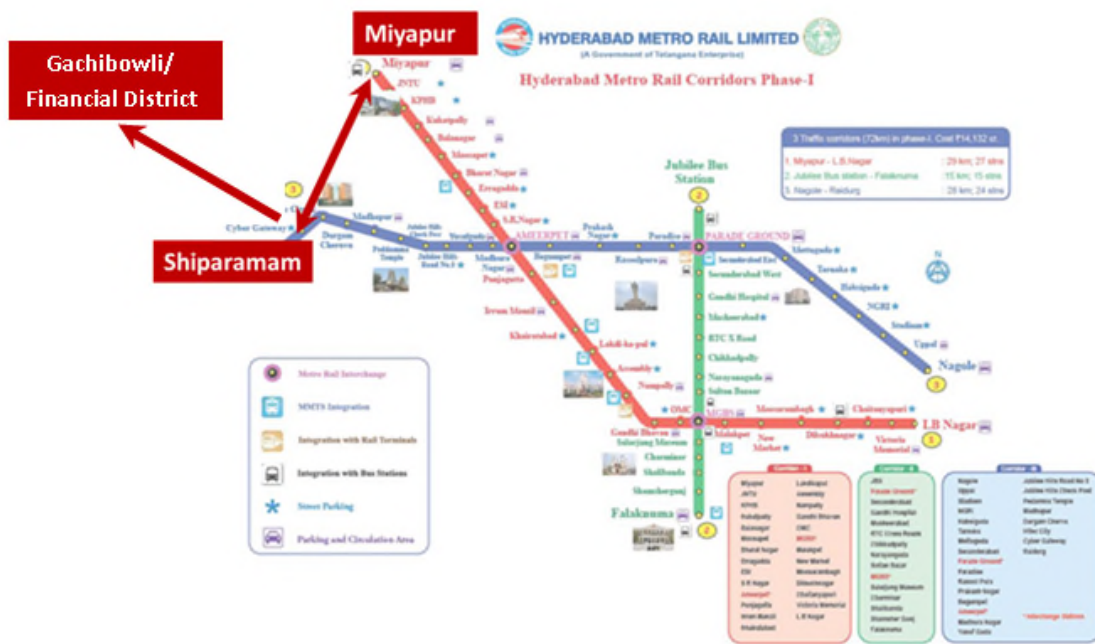
**RFP for Selection of Project Consultant for Proposed MRTS Corridor from Miyapur to Shilparamam and Gachibowli, Hyderabad**

Government of Telangana desires to speed up the pace of implementation efforts. However, there are a number of projects which need to be implemented. The planned/ongoing developments and planned metro corridors will have an effect on the proposed traffic & transport infrastructure within Cyberabad and surrounding area.

In this regard, GoT, through TSIIC, has envisaged development of Mass Rapid Transport System (MRTS) in Hyderabad Metropolitan Area (HMA). Towards this, the TSIIC invites bids for “Consultancy Services of Feasibility Study for Proposed MRTS Corridor from Miyapur to Shilparamam and Gachibowli, Hyderabad”.

**Miyapur to Shilparamam and Gachibowli Corridor**

Miyapur is the terminal for “Miyapur- L.B. Nagar” Metro Corridor, and crosses the MMTS line between Hafeezpet and Hitech City Stations, and further towards the south connecting HITEX Exhibition Centre and HITEC City, and ends at Shilparamam.



The Hyderabad Information Technology and Engineering Consultancy (HITEC) City is an Information Technology, Engineering, Health Informatics, and Bioinformatics campus located in Hyderabad, India. HITEC City is located about 14 km from the Central Business District (CBD) of Greater Hyderabad. HITEC City is spread across 151 acres (61 ha) of land under the suburbs of Madhapur, Gachibowli, Kondapur, Manikonda, and Nanakramguda. The technology township is

also known as Cyberabad, and is within two kilometers of the residential and commercial suburb of Jubilee Hills.

The project was initiated by TSIIC with participation of private infrastructure companies like L&T, Raheja corporation, Ascendas IT Park, Vanenburg Corporation, Peepul Capital (successor to iLabs Venture Capital Fund), SP, RMZ corporation, Divyasree infrastructure, Lanco Hills technology park, DLF, Emaar MGF and others. The area comprises IT parks such as L&T Infocity, Hitech City2 SEZ, Vanenburg IT Park or The V, Mindspace Cyberabad SEZ, DLF IT SEZ, Tech Mahindra IT SEZ, TCS Synergy park IT SEZ, SEZs of Infosys, Wipro and APIIC, built to suit campuses of several major technology companies.

## **5.2 Objectives**

To undertake alternatives analysis as to demonstrate the techno-economic and financial viability of the MRTS corridor from Miyapur to Shilparamam and Gachibowli to satisfy the future travel demand, and to ensure that this is well integrated with other transport networks/ terminals and land use.

1. Assessment of Technical Feasibility of the corridor;
2. Assessment of Ridership for feasible MRTS corridor; and
3. To assemble the baseline data required and to prepare preliminary designs, so as to analyse the financial feasibility based on which the implementation mechanism can be suggested.

## **5.3 Detailed Scope of Work**

The above objectives have been translated in to the following five main tasks in two phases:

### **Phase I:**

**Task 1:** Analysis of the various alternative alignments of the MRTS Corridor from Miyapur to Shilparamam and Shilparamam to Gachibowli;

**Task 2:** Assessment of preliminary ridership for preferred alternative by undertaking a transport modelling work for 2021, 2031 and 2041 horizon years; and

**Task 3:** Undertake preliminary concept designs along with block-level costing adequate for inviting bids;

### **Phase II:**

**Task 4:** Undertake economic and financial viability analysis of preferred alternative in consultation with TSIIC adopting suitable financial model; and

**Task 5:** Suggest the project implementation mechanism/ project structure and procurement assistance including preparation of RFP document, Development Agreement and Bid process management

Detailed description of the above tasks is as follows:

**Task 1: Analysing the various alternatives of MRTS Corridor from Miyapur to Shilparamam and Gachibowli**

The consultants shall familiarize themselves with

- The existing/ongoing/ proposed major road network of HMA establishing sub-regional connectivity as set out in CTS.
- The existing/ongoing/ proposed MMTS and metro networks for HMA establishing sub-regional connectivity as set out in CTS.
- The policy, planning and transport network developmental endeavors of the key stakeholders including TSIIC, HMDA, GHMC, South Central Railway, TSRTC, TSRDC, etc.
- The MRTS connectivity from Miyapur to Shilparamam and Gachibowli that is the subject of this study and in particular the main characteristics of the various sections.
- The current proposals for and status of the land use plans for HMA.

**Define Objectives:** Review the general alignment proposed by CTS for the MRTS connectivity from Miyapur to Shilparamam and Gachibowli, by section. For the whole corridor and each section, define the transport and urban development objectives of the CTS proposals, and the Study Area within which the corridor proposals should be located.

**Existing Development:** For each section within the existing built up area; map the locations where adjustment to the alignment is required to reduce the impact on existing or proposed development, or to improve the road or public transport network connectivity, or the connectivity between land uses.

**Proposed Development:** For each section, map the proposed Right of Way (RoW) in the area from the current revision of the Master Plan. In order to integrate land use and transport, and reduce motorized travel demands, consider whether adjustments are necessary to the alignment or whether separate (but roughly parallel alignments) would be more appropriate.

**Design Optimization:** In order to avoid or minimize resettlement, the consultants are to adopt the approach of the World Bank involuntary resettlement policy which states that “*Involuntary resettlement should be avoided where feasible, or minimized, exploring all viable alternative project designs*”. This will usually require a few iterations.

**Physical Footprint and Social Footprint:** “*Avoid or minimize*” resettlement does not necessarily or only mean minimizing the numbers of affected people at any price. The consultant must minimize or avoid resettlement and social impacts in a broader sense. Hence the need to consider both the “physical footprint” (including any buffer or safety zones that environmental or health & safety regulations may require), and a broader “social footprint”.

Review the connections of the proposed road and transit facilities in the multi-modal connectivity from Miyapur to Shilparamam and Gachibowli. Carry out a rigorous evaluation of alternative alignments including identification of intermediate stations. Select an alternative based on the findings of the analysis with a particular focus on:

- (i) Maximizing the travel demand
- (ii) Minimizing overall development costs;
- (iii) Minimizing and mitigating environmental impact;
- (iv) Minimizing and mitigating resettlement impacts; and
- (v) Providing for transport-guided development.

The consultant will be expected to undertake a more in-depth consideration of the corridors proposed for public transport links, and an Alternatives Analysis of the ways to provide these links in the corridor, with a view to finding the best integrated transport and land use solutions. The alternative alignments shall then be evaluated, and a preferred alternative shall be used for further tasks.

**Task 2: Assessment of Preliminary Ridership for Preferred Alternative by undertaking Transport Modelling work for 2021, 2031 and 2041 Horizon Years**

For each section consultant is expected to review the existing traffic levels (where applicable) and the demand forecasts by mode and horizon year to obtain an understanding of growth in demand and the associated requirements for Public Transport (PT) modes (bus, Metro, MMTS) and for type (arterial, sub-arterial) and size (numbers of lanes) of highway facilities.

The consultant is expected to assess the traffic levels on road and ridership on transit corridor by taking the planning parameters and transport network details available from CTS for HMA study.

The consultant is to make the required adjustments to the coding of the road and public transport networks in the corridor and undertake the assignments required to assess the impact on traffic flows of the alternative alignments. The results of the assignments would also be used in carrying out the economic and financial analysis of the preferred alternative.

Network scenarios with-MRTS system and without-MRTS system will be created and analysed for evaluating the effectiveness of MRTS in reducing the traffic congestion on the road system and to assess the benefits. Ridership, boarding and alighting, etc. for the preferred alternative which is identified for carrying out detailed analysis shall be assessed for the horizons year 2021, 2031 and 2041 in the context of overall proposed transport network for the respective horizon years. Recommendation of appropriate MRTS technology option based on various criteria shall be made.



**Task 3: Undertake Preliminary Conceptual Designs along with Block-Level Costing**

Using the alignment plan, the preliminary conceptual design of all the project components of the corridor shall be undertaken along with block-cost estimates with adequate details for preparation of procurement documents. The cost estimate will be developed using current costs for similar projects, which will include the assumptions and basis of such estimates.

The project cost thereafter will be benchmarked with cost of similar projects in the country.

**Task 4: Undertake economic and financial viability analysis of preferred alternative**

The Consultant is to prepare initial estimates of the capital, operating and maintenance costs of for the MRTS infrastructure. The viability analyses should use the travel demand model outputs (e.g. traffic volumes and speeds by mode, vehicle type and traffic direction; and travel time, distance, and out-of-pocket costs for person trips and vehicle trips between any O-D pair) as inputs for economic evaluation. It should allow the economic feasibility to be expressed in terms of expected Net Present Value (NPV) and Economic Internal Rate of Return (EIRR).

**Financial Viability**

One of the primary objectives of public transport pricing is to generate revenues that can ensure an efficient and adequate supply of public transport services. The consultant is to prepare a financial analysis of the preferred corridor on an annual and life cycle basis. The values of the input parameters, assumptions and calibration methodologies for financial analysis shall be clearly stated and approved by TSIIC. The consultant shall suggest positive ways of enhancing the project viability and furnish financial models for implementation.

**Task 5: Suggest the project implementation mechanism and procurement assistance**

Based on the initial financial analysis for the preferred alignment, identify the possible funding and implementation arrangements for the MRTS project.

Based on the financial analysis and project viability, the implementation mechanism of the selected corridor, for which the analysis to be undertaken, need to be suggested. Private funding based on a PPP implementation format is to be explored (with or without VGF), failing which government funding is to be explored.

The consultants shall prepare the procurement documents and assist TSIIC with the procurement process for the selected implementation mechanism

**Primary Surveys**

The following primary surveys shall be carried out as part of the feasibility study:

**RFP for Selection of Project Consultant for Proposed MRTS Corridor from Miyapur to Shilparamam and Gachibowli, Hyderabad**

- 24 Hour Classified Traffic Volume Count (minimum 4 locations)
- Origin – Destination (OD) Surveys (minimum 4 locations)
- Turning Movement Surveys (minimum 6 locations)
- Pedestrian Volume Counts (minimum 6 locations)
- In-Bus Commuter Surveys (minimum 20 buses)
- Topographic Survey for 100m on either side of the selected alignment
- Land Use Survey for 500m on either side of the selected alignment

**5.4. DELIVERABLES, TIME-LINES AND PAYMENT SCHEDULE**

The consultancy services shall be carried out in two phases, as follows:

*Phase I: Technical Feasibility Stage (5 months)*

*Phase II: Financial Feasibility & Procurement Assistance Stage (3 months from receipt of NTP)*

Phase II shall be commenced after receiving a Notice-To-Proceed (NTP) from TSIIC.

The total aggregate duration of the two phases of the assignments shall be 8 months. The Consultant shall deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. Time schedule for important Deliverables are given below:

Sl. No.	Deliverables	Completion/ Submission time reference from start of assignment (for Phase I) and from receipt of NTP (for Phase II)	No. of Hard Copies + soft copy in a CD/ DVD
1.	Phase I: Inception Report	0.5 month	5
2.	Phase I: Report on Alternative Alignment analysis of MRTS corridor	2.5 months	5
3.	Phase I: Report on Preliminary Ridership Estimates for Preferred Corridor	4.0 months	5
4.	Phase I: Report on Preliminary Conceptual Design and Block-Cost Estimates	5.0 months	
5.	Phase II: Report on Economic and Financial Viability	1.0 month	5
6.	Phase II: Report on Implementation Mechanism	2.0 months	5
7.	Draft Final Report and draft RFP document	2.5 months	10
8.	Final Report & Executive Summary	3.0 months	10

Consultancy fee shall be disbursed against reports/deliverables as given under (the payment schedule).

Sl. No.	Outputs (on submission of)	% of Agreed Fee
1.	Phase I: On Submission and Approval of Inception Report	10%
2.	Phase I: On Submission and Approval of Report on Alternative Alignment analysis of MRTS corridor	10%
3.	Phase I: On Submission and Approval of Report on Preliminary Ridership Estimates for Preferred Corridor	10%
4.	Phase I: On Submission and Approval of Report on Preliminary Conceptual Design and Block-Cost Estimates	15%
5.	Phase II: On Submission and Approval of Report on Economic and Financial Viability	15%
6.	Phase II: On Submission and Approval of Report on Implementation Mechanism	10%
7.	On Submission and Approval of Draft Final Report along with RFP document	10%
8.	On Submission and Approval of Final Report	10%
9.	Technical Assistance for Procurement and Signing Development Agreement	10%

**5.5. TEAM COMPOSITION**

5.5.1 The scope of services would require a team with experience in Feasibility study. The expertise required

*RFP for Selection of Project Consultant for Proposed MRTS Corridor from Miyapur to Shilparamam and Gachibowli, Hyderabad*

as the minimum is presented in Table below:

	<b>Proposed Position</b>	<b>Duration (Person Months)</b>	<b>Minimum Education/Qualification/Expertise as per RFP</b>
<b>Key Technical Professionals</b>			
<b>Phase I:</b>			
1.	MRTS Expert-cum-Team Leader	4.0	<ul style="list-style-type: none"> <li>• Minimum 15 years of professional experience</li> <li>• Minimum B. Tech / B. E. (Civil Engineering)</li> </ul>
2.	Transportation Planner/Modeller	4.0	<ul style="list-style-type: none"> <li>• Minimum 10 years of professional experience</li> <li>• Minimum Masters in Transportation Planning / Engineering</li> </ul>
3.	Urban Planner	2.0	<ul style="list-style-type: none"> <li>• Minimum 15 years of professional experience</li> <li>• Minimum Masters in Urban Planning / Regional Planning</li> </ul>
4.	Social & Environmental Expert	1.0	<ul style="list-style-type: none"> <li>• Minimum 10 years of professional experience</li> <li>• Minimum Masters in Sociology/Economics/Geography/ Social Science or</li> <li>• Masters in Environmental Science / Environmental Engineering /</li> </ul>
5.	Structural Expert	2.0	<ul style="list-style-type: none"> <li>• Minimum 15 years of professional experience</li> <li>• Minimum B. Tech / B. E. (Civil Engineering)</li> </ul>
6.	Quantity Surveyor	2.0	<ul style="list-style-type: none"> <li>• 10 years of professional experience</li> <li>• Minimum B. Tech / B. E. (Civil Engineering)</li> </ul>
<b>Phase II:</b>			
1.	Transport Economist	2.0	<ul style="list-style-type: none"> <li>• Minimum 15 years of professional experience</li> <li>• Minimum M. A. / M. Sc. In Economics</li> </ul>
2.	Financial Analyst	2.0	<ul style="list-style-type: none"> <li>• Minimum 10 years of professional experience</li> <li>• Minimum M. A. / M. Sc. In Economics</li> </ul>
3.	Procurement Expert	3.0	<ul style="list-style-type: none"> <li>• Minimum 15 years of professional experience</li> <li>• Minimum B. Tech / B. E. (Civil Engineering)</li> </ul>
	<b>Sub-total</b>	<b>22.0</b>	
<b>Support Technical Professional</b>			
1.	Traffic Engineer	4.0	
2.	GIS Specialist	6.0	
3.	Structural Engineer	4.0	
4.	Estimator	4.0	
5.	Financial Modeller	2.0	
6.	Procurement Documentation	3.0	
	<b>Sub-total</b>	<b>23.0</b>	
<b>Support Staff</b>			
1.	Office Manager/	<b>8.0</b>	
2.	DTP Operator	<b>8.0</b>	

5.5.2 The above duration is the minimum person month indicated. The Consultant shall access and utilise the person month resources required to accomplish the assignment and submit their quote accordingly. No addition payment what so ever will be made in this regard.

5.5.3 In addition to the above key personnel, the Consultants are expected to deploy adequate number of other resources to perform the scope of services defined in the TOR for all activities.

5.5.4 In the technical proposal, the details of support staff/resource proposed for the assignment shall be provided in a statement format with name, expertise and their role in the assignment.

**FORMATS FOR SUBMISSION OF PROPOSAL**  
**(Annexures)**

**ANNEXURE A**

**In support of Minimum Eligibility Criteria**

**FORMAT FOR FINANCIAL SUMMARY DATA**

**1. TURNOVER RELATED DATA** *(All figures in INR Crore)*

Description	Past Three Financial Years		
	2016-17	2015-16	2014-15
Consultancy Revenue (Rs. Cr)			
Total Turnover (Rs. Cr)			

Financial Year: 1st April to 31<sup>st</sup> March or the particular accounting year followed and audited.

Note:

1. The applicant shall submit Annual Audited Balance Sheets for reference

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY SEAL

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

*Note: The above shall be certified by Chartered Account.*

*Format for*

**CHECKLIST OF SUBMISSIONS IN ENVELOPES I & II**

<b>S.No.</b>	<b>Enclosures to the Proposal</b>	<b>Status (Submitted / Not Submitted)</b>	<b>Remarks</b>
<b>1.</b>	Signed RFP document		
<b>2.</b>	Covering Letter (Annexure 2)		
<b>3.</b>	Experience Details (Annexure 3)		
<b>4.</b>	Team Composition (Annexure 4)		
<b>5.</b>	Financial Proposal (Annexure 5)		

*Format for*

**COVERING LETTER (LETTER OF PROPOSAL)**

(On Applicant's Letter Head)

To,

Date:

***The Vice Chairman & Managing Director,***

Telangana State Industrial Infrastructure Corporation (TSIIC)

6<sup>th</sup> Floor, ParishramaBhavan, Basheerbagh, Hyderabad – 500 004

Telangana State

Phone: 040- 23237625

**Sub: SELECTION OF PROJECT CONSULTANT FOR MRTS FEASIBILITY STUDY AT HYDERABAD – REG**

With reference to your RFP Document dated \_\_\_\_\_, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Project Consultant (the "Consultant") for the subject project. The proposal is unconditional and unqualified.

2. I/We acknowledge that TSIIC 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 are 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.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I / We shall make available to TSIIC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I / We acknowledge the right of TSIIC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I / We certify that in the last five years, we 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.

7. I/We declare that:

(a) We have examined and have no reservations to the RFP Documents, including any Addendum issued by TSIIC;

(b) I / We do not have any conflict of interest as mentioned in 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 in respect of any tender or request for proposal issued by or any agreement entered into with TSIIC or any other public sector

***RFP for Selection of Project Consultant for Proposed MRTS Corridor from Miyapur to Shilparamam and Gachibowli, Hyderabad***

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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 this 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.

8. 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 the RFP document.

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 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 TSIIC (and/ or the Government of India) in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.

12. 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.

13. I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the PDD specified in the RFP.

14. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Consultant in accordance with the provisions of the RFP and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.

15. I/We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by TSIIC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

16. The Technical and Financial Proposals are being submitted in separate covers along with Annexure-A to prove our financial details. The contents provided in Annexure-A, Envelopes I & II shall constitute the Application which shall be binding on us.

17. 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 authorized signatory) (Name and seal of the Applicant)



**Format for Applicant's Experience (Technical)**

<b>S.No.</b>	<b>Name of Project</b>	<b>Client Details</b>	<b>Project Location</b>	<b>Extent (in Acres) &amp; Project Cost (Rs. Mn)</b>	<b>Document Enclosed as Proof of Experience*</b>
1.					
2.					
3.					
4.					
5.					

*\* Project Completion Certificate from the client is required to be submitted for the above criteria. In absence of Project completion certificate from client, the copy of final invoice along with receipt of payment from client in books of accounts duly supported by work order or agreement (with clear milestones) would be considered.*

**Format for**

**TEAM COMPOSITION ~ DETAILS OF KEY EXPERT**

- 1 Proposed Designation of Key Expert:**
- 2 Name :**
- 3 Date of Birth:**
- 4 Nationality:**
- 5 Key Expertise:**
- 6 Proposed Role/ Responsibilities:**
- 7 Educational Qualifications (including Year of Completion):**
- 8 No. of Years of Professional Experience:**

S. No.	Organization	Designation	Period starting from (dd/mm/yyyy)	Ending date (dd/mm/yyyy)	Duration of Experience (Years Months)

- 9 Relevant Experiences:**

S. No.	Year of Completion	Project Name	Project Cost (Rs.Mn)	Client	Role of Key Expert

**Certification:**

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature of the Key Expert /Authorised Signatory)

Place-----

**Note:**

1. The Key personnel's profile shall be restricted to above details only.
2. Use separate form for each Key Personnel

**Format for**  
**FINANCIAL PROPOSAL**

*[On the Letter head of the Firm]*

**Date:**

***The Vice Chairman & Managing Director,***  
Telangana State Industrial Infrastructure Corporation (TSIIC)  
6<sup>th</sup> Floor, ParishramaBhavan, Basheerbagh, Hyderabad – 500 004  
Telangana State  
Phone: 040- 23237625

**Sub: FINANCIAL PROPOSAL FOR PROVIDING PROJECT CONSULTANCY SERVICES FOR MRTS  
FEASIBILITY STUDY - REG**

***Sir,***

As a part of the Proposal for providing consultancy services for the subject Project, we hereby submit the following Professional Fee quotation to the Telangana State Industrial Infrastructure Corporation (TSIIC).

We quote Rupees \_\_\_\_\_  
(Rupees in words followed by Rs. in figures in brackets) plus applicable GST towards our Professional fee to be paid as specified in the RFP. The fee quoted is exclusive of applicable GST, which shall be payable extra as per the GoI norms.

We abide by the above quote, terms and conditions of the RFP, if TSIIC selects us as the Consultant for this particular project.

We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

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

***Yours faithfully,***

\_\_\_\_\_  
***(Signature of Authorised Signatory)***

***(Name, Title, Address, Date)***

***Note: The financial proposal to be submitted strictly as per the above format. Non compliance to the above format shall disqualify the firm's proposal***

**DRAFT AGREEMENT FOR  
PROJECT CONSULTANCY SERVICES**

**PROJECT CONSULTANCY SERVICES AGREEMENT  
FOR FEASIBILITY STUDY FOR PROPOSED MRTS CORRIDOR BETWEEN  
MIYAPUR AND SHILPARAMAM AND GACHIBOWLI, HYDERABAD**

BY & BETWEEN

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

**AND**

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*[On a non-Judicial stamp paper of appropriate value as applicable in the state of Telangana]*

**MEMORANDUM OF AGREEMENT**

This **Memorandum of Agreement** (hereinafter referred to as the “**Agreement**”) is entered on this the \_\_\_\_ day of \_\_\_\_\_, Two Thousand and Seventeen (2017)

**BY & BETWEEN**

**Telangana State Industrial Infrastructure Corporation Limited**, having its Office at ParishramaBhavan, 6<sup>th</sup> Floor, Bashirbagh, Hyderabad, Telangana State (hereinafter referred to as ‘**TSIIC**’ which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, associates, successors, substitutes and permitted assigns) of the **ONE PART**

**AND**

\_\_\_\_\_, a company/Firm within the meaning of the Companies Act, 2013 (incorporated under the Companies Act, 1956) and having its Registered Office at \_\_\_\_\_ (hereinafter referred to as ‘**Consultant**’, which expression shall, unless repugnant to the context thereof, include its successors, assigns, affiliates / associate) of the **OTHER PART**.

['TSIIC' and '\_\_\_\_\_' are hereinafter individually referred to as "**the Party**" and collectively as "**the Parties**".]

**WHEREAS**

(A) (i) TSIIC intends to implement MRTS Corridor from Miyapur to Shilparamam (hereinafter referred to as the '**Project**') to ease the traffic congestions.

In furtherance thereof, TSIIC wishes to engage Project Consultant for the Project. Towards achievement of the aforesaid objectives, in general, and implementation of the Project, in particular, TSIIC wishes to utilize the resources and expertise of the Consultant.

(C) \_\_\_\_\_ also referred to as "**Consultant**".

(D) TSIIC wishes to engage the professional services of THE CONSULTANT in relation to development of the Project and so, it issued a Work Order vide W.O. No. \_\_\_\_\_ dated \_\_\_\_\_ in favor of THE CONSULTANT, informing its appointment as a consultant for project development services for a Lump sum fee equivalent to Rs. \_\_\_\_\_ plus applicable GST. Further, THE CONSULTANT is in a position and willing to provide project development services.

(E) It is deemed expedient and necessary to enter into this Memorandum of Agreement being these presents to record their understanding, terms, covenants and conditions of the said agreement between the Parties.

**NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS UNDER:**

## **1. DEFINITIONS**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them:

- a) **“Agreement”** shall mean this Agreement together with its annexure, as of the date hereof, and as amended or supplemented, from time to time, in accordance with the provisions hereto.
- b) **“Affiliate”** means, in relation to any Party, any entity controlled, directly or indirectly, by that Party, any entity that controls, directly or indirectly that Party, or any entity under common control with that Party or, in the case of a natural person, any relative of such person. Without limiting the generality of the above, a holding or subsidiary company of any Party, any associate, group companies shall be deemed to be an Affiliate.

The terms “holding company” and “subsidiary” shall have the meaning ascribed to them under the Companies Act, 2013 and the term “control” shall mean:

- i) control over the composition of Board of Directors of an entity; or
  - ii) control of at least 51% of the issued and paid up equity share capital of the company”.
- c) **“Applicable Law”** shall mean and include any law, rule, regulation, ordinance, order, treaty, judgment, notification, decree, bye-law, governmental approval, directive, circular, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, whether in effect as on the date of this Agreement or thereafter, in any jurisdiction.
  - d) **“Business Day”** shall refer to those calendar days on which Nationalized / Scheduled banks in the State of Telangana are open for normal public transactions.
  - e) **“Effective Date”** shall refer to the date mentioned in Clause 11 of this Agreement.
  - f) **“Force Majeure”** shall mean any event or circumstance or combination of events or circumstances which prevents the Party claiming Force Majeure (the **‘Affected Party’**) from performing its obligations under this Agreement and which event or circumstance (i) which is beyond the reasonable control and not arising out of the default of the Affected Party; (ii) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care; and (iii) which has a Material Adverse Effect on the subsistence of this Agreement. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State or God, including but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities, change in Applicable Law.



- g) **“Implementing Agency”** shall mean a firm, company or consortium to whom the implementation of a Project is awarded by TSIIC, through a competitive bidding process or any other process determined appropriate by TSIIC, and may include a Special Purpose Vehicle (SPV), if any, formed by the Implementing Agency for the purpose of implementation of the project.
- h) **“Material Adverse Effect”** means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective; or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement; or (iii) adversely affects the legality, validity, binding nature or enforceability of this Agreement.
- i) **“Material Breach”** means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially affects the performance of the transactions contemplated by this Agreement and results in a Material Adverse Effect.
- j) **“Person”** means any natural Person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a Person under the Applicable Law.
- k) **“Project”** shall mean “Project Consultancy Services for Feasibility Study for Proposed MRTS Corridor from Miyapur to Shilparamam and Gachibowli, Hyderabad” to be provided by THE CONSULTANT to TSIIC under the provisions of this Agreement (the **“Project”**).
- l) **“Project Development”** means all activities in respect of a Project including project coordination, preparation of feasibility/project reports & funding proposals to Gol or other funding agencies & follow up for approvals, branding & investment promotion, handholding TSIIC in various project related approvals, land allotments, exploring private sector participation for development of infrastructure/common facilities and so on.

**1. Objective**

**Institutional Arrangement**

TSIIC hereby appoints THE CONSULTANT as a **‘Project Consultant’** for the Project wherein THE CONSULTANT shall offer its experience, knowledge, expertise towards facilitating development of Project and to set high standards of performance and efficiency and also undertake such other assignments as may be mutually agreed to between the parties hereto. THE CONSULTANT and TSIIC shall jointly work together with a view to ensure that the Project as a whole is sustainable.

**2. Scope of Services**

The detailed scope of the services to be provided by THE CONSULTANT towards expeditious development and implementation of the Project is more particularly set out in **Annexure –A**.

**3. Role & Responsibilities of Parties:**

The Parties to this Agreement shall perform their respective roles and responsibilities as more particularly set out in **Annexure-B** and shall be applicable and binding on each of the Parties during the currency of this Agreement. Each Party shall use its best efforts, resources and expertise to ensure timely completion of the project development activities as per schedule.

**4. Terms & Conditions**

The Parties agree and confirm that the terms, conditions, rights and obligations as more particularly detailed in **Annexure C** hereto shall be applicable and binding on the Parties during the operation of this Agreement, unless expressly agreed to other wise in writing by the Parties in terms of the applicable provisions contained elsewhere in this Agreement, in particular:

- (a) THE CONSULTANT shall carry out the Project Consultancy Services in accordance with the provisions of the Agreement; and
- (b) TSIIC shall make payments to THE CONSULTANT in accordance with the provisions of the Agreement.

**5. Relation between the Parties:**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between TSIIC and THE CONSULTANT. THE CONSULTANT shall, subject to this Agreement, have complete charge of the personnel responsible for performance of the advisory services and shall be fully accountable for the advisory services performed by them or on their behalf hereunder.

**6. Governing Law & Jurisdiction**

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

**7. Language**

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

**8. Table of Contents and Headings**

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

**9. Location**

The advisory services rendered by THE CONSULTANT, hereunder, shall be performed at Hyderabad in its absolute discretion.

**10. Taxes and Duties**

Unless otherwise specified in the Agreement, all fees and monies paid / to be paid to THE CONSULTANT by “TSIIC” and / or by the Implementing Agency, as the case may be, in terms of the provisions of this Agreement shall be paid exclusive of GST under the Applicable Laws and “TSIIC” and / or the Implementing Agency, as the case may be shall be liable to pay such GST becoming due to the Consultant under this Agreement and comply with such formalities in this regard as may be lawfully imposed.

**11. Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the “EffectiveDate”) and shall remain valid and effective for a term as more particularly provided under Clause 12 of **Annexure C** (‘Validity & Termination’) hereto.

**12. 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 especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement stand hereby abrogated and withdrawn.

**13. Modification /Amendment of Agreement**

Any modification / amendment of the terms and conditions of this Agreement, including any modification of the scope of the services, may only be made, and be effective, through written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification / amendment made by the other Party.

**14. Fairness & Good Faith**

**a) 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.

**b) Operation of the Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a Dispute (as hereinafter defined) and would be consequently dealtsubject

to arbitration in accordance with Clause 15 hereto.

#### **15. Settlement of Disputes**

- 15.1 Any and all disputes or differences between the Parties hereto arising out of or in connection with this Agreement or its performance (hereafter a “**Dispute**”) shall, so far as it is possible, be settled amicably through good faith discussions between the senior executives of the Parties with authority to resolve the dispute or issue between them.
- 15.2 In the event the Dispute remains unresolved after thirty (30) Business Days of such amicable resolution, referred to under sub-clause 15.1 above, and the Parties have failed to reach an amicable settlement with respect to the same, the Dispute shall be submitted to arbitration at the request of either Party upon a written notice (hereinafter referred to as the “**Dispute Notice**”) to that effect to the other Party and such arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 by a panel consisting of one (1) arbitrator, who shall be appointed jointly by Parties. In the event the Parties are not able to reach a consensus as to the appointment of the sole arbitrator within 30 days of the date of request of either Party for appointment of the sole arbitrator, ‘TSIIC’ shall appoint one arbitrator and THE CONSULTANT shall appoint the second arbitrator, and the two appointed arbitrators (hereinafter referred to as the “**Nominee Arbitrators**”) shall nominate the third arbitrator (hereinafter referred to as the “**Presiding Arbitrator**”) who shall preside over the arbitral tribunal as the Chairman.
- 15.3 The language of the arbitration shall exclusively be English. The venue of the arbitration shall be Hyderabad only.
- 15.4 Both Parties agree that the award of the arbitrators shall be final and binding upon them, and that none of them shall be entitled to commence or maintain any action in a court of law upon any matter in dispute arising from or in relation to this Agreement, except for the enforcement of an arbitral award granted pursuant to this Clause to the extent permitted under Applicable Law.
- 15.5 During the period of submission of Dispute to arbitration and thereafter until the granting of the award, both Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 15.6 Neither Party to arbitration nor the members of the arbitration panel may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other Party.
- 15.7 Each Party shall initially bear their respective share of expenses to be incurred on the arbitration proceedings and subsequently the expenses incurred on the arbitration proceedings would be shared as per and in terms of the final award passed by the arbitrators within the jurisdiction of court of the Hyderabad.

15.8 The provisions contained in this Article shall survive the termination and/or expiration of this Agreement.

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

**SIGNED, SEALED AND DELIVERED    SIGNED, SEALED AND DELIVERED**

For and on behalf of "TSIC"

For and on behalf of THE CONSULTANT

Authorised Signatory

Authorised Signatory

Name:

Name:

Designation:

Designation:

**ANNEXURE – A**

**PART-I**

**ROLE AND RESPONSIBILITIES OF PARTIES:**

**Roles and Responsibilities**

To accomplish the objectives of the Project, each Party will be responsible for certain activities. These are summarized below.

**(I) Role of THE CONSULTANT**

- a) THE CONSULTANT will assist TSIC develop the Project.
- b) The detailed Scope of Services includes, but not limited to, the following services:

To undertake alternatives analysis as to demonstrate the techno-economic and financial viability of the multi-modal corridor from Miyapur to Shilparamam and Gachibowli to satisfy the travel demand in a responsible manner, and that it is well integrated with other transport networks/ terminals and land use, all as per International Standards and best practice.

- 1. Assessment of Technical Feasibility of the corridor;
  - 2. Assessment of Ridership for feasible Metro rail corridor;
  - 3. To assemble the baseline data required and to prepare preliminary designs and analyse the financial feasibility which can suggest the implementation mechanism (Project Structure).
  - 4. Estimate of cost sufficient to prepare RFP document; and
  - 5. Preparation of RFP document and bid process management.
- c) THE CONSULTANT will be accountable and responsible for its output and deliverables and will work seamlessly in close coordination with TSIC as a team and keep TSIC posted about progress and problems on a regular basis. The TSIC will endeavour to resolve problems and difficulties raised by THE CONSULTANT in coordination with government authorities.

**II) Role of TSIC**

- (a) Co-ordinate with the Government and its Agencies

Coordinate with the Government of Telangana, its departments and agencies for specific project works and to facilitate decisions and approvals on all issues such as project clearances, project agreements, fiscal concessions etc. if required.

(b) Formation of Empowered Committee

(c) Contribution of human resources

Contribute the skills and resources of in-house professionals and other manpower available, as required for specific projects.

(d) Provision of Project-related Information

To share requisite information with the Parties including technical specifications, architectural and structural drawings, designs and estimates as may be required for successful implementation of the Project from time to time, provided the same is available with the TSIC or any public agency of the government.

(e) Ensure payment of fees to THE CONSULTANT in accordance with this Agreement

(f) Assistance in clearances etc.

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

- (i) provide to THE CONSULTANT, its sub-consultants, representatives and personnel with work permits and such other documents as may be necessary to enable the THE CONSULTANT, its Sub-consultant or personnel to perform the services;
- (ii) facilitate prompt clearance of all applicable approvals, permits, licenses, sanctions and No objections etc including through customs of any property required for the services; and
- (iii) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services;

**PART-II**  
**TIME SCHEDULE**

**DELIVERABLES AND TIME LINES:**

- (a) The Consultant shall provide the Project Consultancy services for 8 months in two phases, for which TSIC shall pay the agreed consultancy fees as per this Agreement, plus applicable GST.
- (b) In the event of delay in achievement of any of the milestones/deliverables, the Parties shall mutually discuss the reasons thereof and possible measures of curing such delay and upon mutual consultation, may revise the timelines for any or all of the above activities.
- (c) Further upon the requisite submissions of the deliverables by THE CONSULTANT, in terms of the activity schedule mentioned herein above, in case "TSIC" desires to seek any clarification and /or amendment in the deliverables so submitted , it shall forthwith but in any case not later than 30(Thirty) days from the date of receipt of such deliverable inform THE CONSULTANT, in writing, the nature / extent of clarification and /or amendment desired in the said deliverable, failing which it shall be deemed that "TSIC" has accepted such deliverable.



**ANNEXURE-'B'**

**TERMS & CONDITIONS**

The Parties agree and confirm that the terms, conditions, rights and obligations as more particularly detailed herein below hereto shall be applicable and binding on the Parties during the operation of this Agreement:

***(1) Fees & Payment Structure***

The Consultant shall provide the Project Consultancy services for 8 months in two phases, for which TSIIC shall pay the consultancy fees equal to Rs.xxxxxxxx (Rupees xxxxxx) plus applicable GST upon submission of project deliverables as per clause 5.4 of Terms of Reference.

***(2) Project Abandonment***

In the event, at any stage after the commencement of the professional services for the Project, TSIIC decides not to go ahead with the Project due to any reason (including but not limited to (i) Force Majeure events; (ii) termination on account of default; (iii) failure to attract private sector participation; (iv) change in Applicable Law etc.; (v) Cancellation of project after issuance of letter of intent/ work order to the successful bidder).

THE CONSULTANT shall be entitled to receive, together with all applicable taxes, duties and levies, the following payments from TSIIC.

**(i)** Professional fees due in respect of the stage of services completed as per payment schedule (Clause 5.4) and

For the purpose of this clause (02) of Annexure C hereto, the Parties hereby unconditionally agree and confirm that in case at any stage, the Project Development activities are put on hold or do not proceed further for any reasons whatsoever (save and except for reasons directly attributable to gross negligence on the part of THE CONSULTANT) for a continuous period of 08 (eight) months it shall be deemed that the event of project abandonment (in terms of this clause) has occurred and THE CONSULTANT shall be entitled to claim and receive the said monies in terms hereof.

**(3) Indemnity**

- a) Each Party shall indemnify and keep indemnified the other Party from and against all consequences and liabilities arising out of or in any way connected with the indemnifying Party's negligence, fault, nuisance, breach of this Agreement and failure to perform its obligations under this Agreement, except to the extent that the same is attributable to a negligent or wilful act or omission of the Party seeking to be indemnified. However it is unconditionally agreed by and between the Parties that the maximum liability of THE CONSULTANT in pursuance of this clause shall under no circumstances exceed the total amount of the professional fees actually received by it in respect of the concerned Project up to that stage.
- b) In case of any dispute, controversy, litigation, public agitation etc. connected with the Project or arising out of any matter connected with or incidental to the Project or for any other reason, TSIIIC shall unconditionally indemnify and keep indemnified and hold THE CONSULTANT 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.

**(4) Force Majeure**

- a) A Party shall not be liable to the other Party for any loss, injury, delay, damages or other casualty suffered or incurred by the latter due to Force Majeure, and any failure or delay by any Party in performance of its obligations under this Agreement due to Force Majeure shall not be considered as a breach of this Agreement.
- b) The Party suffering Force Majeure shall notify the other Party in writing promptly after the occurrence of such Force Majeure and shall, to the extent reasonable and lawful, use its best efforts to remove or remedy such cause. Upon the occurrence of any circumstances of Force Majeure the Party claiming Force Majeure shall use all reasonable endeavors to continue to perform its obligations under this Agreement and to minimize the adverse effects of such circumstances. Such a Party shall notify the other Party of the steps it proposes to take including any reasonable alternative means for performance. In the event any obligation cannot be performed due to continuance of a Force Majeure event for a period of eight (08) months or more, the Parties agree that the time period for the performance of such obligation shall stand extended for an equivalent period after such time as the Force Majeure event ceases to exist.

In the event consequent to the happening of the Force Majeure event the Project has been rendered unviable or un-bankable or the Force Majeure event is not likely to be cured within a reasonable foreseeable period the Parties may decide to terminate this agreement in respect of such Project in which case THE CONSULTANT shall be entitled to receive payments in terms of the provisions of **Clause 2 of this Annexure C**.

- c) During the period of subsistence of Force Majeure, THE CONSULTANT shall be entitled to and be continued to be paid under the terms of this Agreement, as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the services and in reactivating the services after the end of such period.

**(5) Confidentiality**

The Parties acknowledge the confidentiality of the information, which may be transferred between the Parties from time to time as being essential to this Agreement and agree not to

disclose the same to any other third party. However, each Party shall be free to disclose such information as is:

- a) art of the public domain at the time of disclosure;
- b) Required to be disclosed by official authorities in accordance with the Applicable Law;
- c) To their professional advisors;
- d) To their officers, employees, agents or representatives, who need to have access to such information for the proper performance of their activities; the obligation of Parties as defined above shall apply notwithstanding termination of this Agreement.

**(6) Documents prepared by THE CONSULTANT to be property of TSIIC**

All reports and other documents prepared by THE CONSULTANT in performing the services shall become and remain the property of TSIIC and THE CONSULTANT shall, not later than thirty (30) days from the date of termination or expiration of this Agreement, deliver all such documents to TSIIC, together with a detailed inventory thereof. THE CONSULTANT may retain a copy of such documents.

**(7) Document/Equipment and materials furnished by TSIIC**

Documents / Equipment and materials made available to THE CONSULTANT by TSIIC shall be the property of TSIIC and shall be marked accordingly. Upon termination or expiration of this Agreement, THE CONSULTANT shall return to TSIIC such documents (on best effort basis) / equipment and materials or shall dispose of such documents, equipment and materials in accordance with the instructions of TSIIC.

**(8) Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases the cost or reimbursable expenses incurred by THE CONSULTANT in performing the advisory services, then the Professional fees and reimbursable expenses otherwise payable to THE CONSULTANT under this Agreement shall be increased accordingly by agreement between the Parties hereto.

**(9) Validity and Termination**

- a) This Agreement shall become effective upon the execution thereof by the Parties hereto and shall, unless terminated by the Parties in accordance with the provisions hereto or extended by mutual consent expressed in writing by the Parties, remain in force for a period of One (01) year (hereinafter referred to as the '**Validity Period**').
- b) This Agreement, prior to the expiry of its Validity Period, may be terminated at any time by either Party by giving two(02) months advance written notice to the other party of its intention to terminate the Agreement.
- c) This Agreement is terminable upon the occurrence of a Material Breach which has a Material Adverse Effect. This Agreement will also terminate automatically upon the bankruptcy of either Party.

d) However, in case of early termination, for any reason whatsoever, by TSIC or by THE CONSULTANT, THE CONSULTANT shall be entitled to and TSIC shall be liable to pay to THE CONSULTANT unconditionally the following:

(i) The whole of the Professional fees due in respect of the milestones already completed and a proportionate amount of the Professional fees due in respect of the milestone in process; and

(Hereinafter collectively referred to as the '**Monies**')

The Monies shall be paid to THE CONSULTANT within a period of 30 (Thirty) days from the date of receipt of demand in this regard from THE CONSULTANT

e) In the event of early termination of this Agreement for any reason, the liability of the Parties {except for payments in terms sub-clause(d) above} shall be restricted to the amounts that have been committed by them and become payable till the date of termination of Agreement.

f) The expiry or termination of this Agreement will have no impact on any specific agreement entered into between the Parties pursuant to this Agreement, which shall continue to be in force in terms of the provisions thereof.

g) The termination of this Agreement shall not affect the rights of the Parties accrued prior to such termination.

**(10) Exclusions**

a) Each Party shall be free to pursue its interests outside the purview of the Agreement in other States and for this purpose to enter into other partnerships/agreements/ arrangements for projects including projects similar to the Projects to be taken up under this Agreement.

b) All direct expenses to be incurred on issuing of advertisement's, notices, clarification's, printing of publicity material/literature/information memorandum etc, holding of meetings and conferences, press releases etc shall be borne directly by TSIC.

**(11) Notices**

**a) Notices in Writing**

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

**b) Method of Service**

Any such notice or other communication shall be addressed as provided in clause (c) 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.

c) **Address for Notices**

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

If to TSIC:

Party :  
Kind Attn :  
Authorised Personnel :  
Address :  
**Phone** :  
Fax :

If to THE CONSULTANT:

Party :  
Kind Attn :  
Address :  
Ph No. :  
Fax No :

d) **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 days after the date on which notice is given, the date falling five days after notice of any such change has been given.

**(12) General**

a) **Remedies and Waiver**

- (i) No delay or omission on the part of any Party in exercising any right, power or remedy provided by law or under this Agreement shall impair such right, power of remedy or operate as a waiver thereof.
- (ii) The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- (iii) The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

**b) 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.