



Greater Hyderabad Municipal Corporation

REQUEST FOR PROPOSAL

Selection of Transaction Advisor for Development of Multilevel Parking Projects on PPP mode

July 2017

Greater Hyderabad Municipal Corporation

Municipal Complex, Tankbund Road, Hyderabad – 500001, Telanagana

Web: www.ghmc.gov.in

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SCHEDULE OF TENDER PROCESS

Any amendment to the RFP shall be uploaded in GHMC website only.

Event Description	Scheduled Date
EOI No. 01/SE(P-C,N&EZ)/GHMC/2017-18	July 18 , 2017
Due date for Receipt of Bids (Proposal Due Date)	16:00 Hrs (IST) on August 2nd, 2017
Date and Time of Opening Bids (Outer Envelope & Envelope-1)	16:30 Hrs (IST) on August 2nd , 2017 or any other date as intimated by GHMC
Opening of Envelope II (Financial Proposal)	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 (Firms), whether verbally or in documentary or any other form by or on behalf of Greater Hyderabad Municipal Corporation (herein after referred to as GHMC) 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 GHMC 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 GHMC 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 GHMC 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. GHMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. GHMC 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. GHMC 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. GHMC 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 GHMC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and GHMC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

LETTER OF INVITATION

1. LETTER OF INVITATION

To

Gentlemen,

- 1.1 Greater Hyderabad Municipal Corporation(GHMC) intends to procure a Transaction Advisor to assist GHMC for “Development of Multilevel Parking Projects across Hyderabad city on PPP Mode”. The services of the selected consultant/advisor are 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.

Superintending Engineer – (Projects-C,N&EZ)M,

Greater Hyderabad Municipal Corporation (GHMC)
6th Floor, Municipal Complex, Tankbund Road, Hyderabad – 500 001
Telangana State
Phone: 9989930408

- 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 Transaction Advisor’s Services

** RFP includes Draft Contract for Transaction Advisor’s Services*

- 1.4 The Consultant firm for providing its services will be selected under Least Cost 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 Authorized 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 GHMC 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. GHMC 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, GHMC 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: July 18 , 2017

For Greater Hyderabad Municipal Corporation (GHMC)

Superintending Engineer – (Projects-C,N&EZ)

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/annexure 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 GHMC reserves the right to terminate a firm's participation in the tender process at any time, should GHMC 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 GHMC;
 - c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GHMC 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 GHMC 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 GHMC.
- 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 GHMC.

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 GHMC 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 GHMC at least three working days before the due date and time of tender submission date. All such queries received and GHMC clarifications shall be uploaded only on GHMC 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, GHMC 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, GHMC may, in its sole discretion, extend the PDD.
- c. The above changes & amendments, if any, will be notified only on GHMC website.

2.12 CONFLICT OF INTEREST

- a. GHMC requires that the Consultant provides professional, objective, and impartial advice and at all times hold GHMC'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 GHMC.
- 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 GHMC 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
RFP Details		
1.	Project	Selection of Transaction Advisor for Development of Multilevel Parking Projects at different locations on PPP mode - Providing Transaction Advisory Services for Development of Multilevel Parking Projects, at Hyderabad on PPP Mode
2.	Organization	Greater Hyderabad Municipal Corporation(GHMC)
3.	Project locations s	Initially Identified eight (08) locations. Provided list of locations as Annexure-1 to this RFP. This list is only tentative and may increase or decrease.
Proposal Conditions and Evaluation		
4.	Proposal Validity	180 days from the Proposal Due Date (PDD)
5.	Minimum Eligibility Criteria (Annexure A)	The applicant must meet all the following minimum eligibility criteria. 1. Average annual turnover of Rs. 5 Crores from the consultancy services in the last 3 consecutive financial years preceding the Proposal Due Date (PDD) as per the audited balance sheets. 2. Experience of providing Project Development/ Transaction Advisory (TA) services up to developer selection for at least one Multi level Parking Project on PPP mode. (Proof of experience from the client is a must for the above criteria)
3.	Proposal Evaluation	<ul style="list-style-type: none"> • 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. • Technical Evaluation: Minimum score required for technical qualification is 70 marks (max. marks = 100). • Financial Evaluation: Price bids of technically qualified firms will only be opened. Lowest Price Quote per Project among the technically qualified bidders will be selected as TA Consultant.
4.	Criteria for selection of Consultant (Bid Parameter)	<ul style="list-style-type: none"> • Criteria for selection of consultants are the lowest price bid among the technically qualified bidders.
Proposal Submissions		

S. No.	Key Information	Details
5.	Outer Envelope	<ul style="list-style-type: none">Envelope 1 & Envelope 2 as detailed in section 4
6.	Envelope 1: Technical Proposal	<ul style="list-style-type: none">Signed RFP documentFinancial Experience towards Min. Eligibility ~ Annexure AChecklist of Submissions ~ Annexure 1Covering Letter ~ Annexure 2Similar Experience ~ Annexure 3Team Composition as required by RFP ~ Annexure 4
7.	Envelope 2: Price Proposal	The Applicants shall be required to submit their Price Proposals in the format (Annexure 5) as provided in the RFP duly filled and signed.

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. GHMC 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 TRANSACTION ADVISOR FOR DEVELOPMENT OF MULTILEVEL PARKING PROJECTS ACROSS HYDERABAD ON PPP MODE"

4.3 SUBMISSIONS IN ENVELOPE I (TECHNICAL PROPOSAL)

The Envelope I shall contain the following documents.

- a. Signed RFP document
- b. **Turnover/ Financial Eligibility ~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 development of similar projects on PPP mode 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**. Most of the proposed team shall be the regular employees of the bidding firm exhibiting at least for the last three years from the date of proposal submission.

Envelope I (Technical Proposal) shall be sealed, labelled as "TECHNICAL PROPOSAL FOR SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF MULTILEVEL PARKING PROJECTS ACROSS HYDERABAD ON PPP MODE"

4.4 SUBMISSIONS IN ENVELOPE II (FINANCIAL PROPOSAL)

The financial proposal shall contain the professional fee (price quote) of the firm in Indian Rupees that is inclusive of transport, travel, 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 TRANSACTION ADVISOR FOR DEVELOPMENT OF MULTILEVEL PARKING PROJECTS ACROSS HYDERABAD ON PPP MODE”

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 GHMC.

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. Authorized representatives of the participating firms are requested to be present during proposal opening.
- c. The details of the authorized 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 GHMC’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. GHMC 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. Experience of the Applicant firm: **30 marks**
 - ii. Team Composition : **70 marks**
- f. The technical proposals will be marked based on the following evaluation criteria.
- i. **Experience of the Applicant:** With reference to relevant experience of the Firm, marking will commensurate with experience in number of Projects as below.
 - **Multilevel Parking Projects on PPP mode:** Each project experience in this category for which Project Development/ TA services are completed and supported by experience certificate from respective client/ authority will carry five (05) marks each, subject to a maximum of fifteen (15) marks.
 - **Infrastructure Projects on PPP:** Project Development/ TA services for Infrastructure Projects of above Rs. 25 Cr and supported by experience certificate from respective client/ authority shall carry three (03) marks each, subject to a maximum of fifteen (15) marks. *(This experience is desired as the Consultant is expected to have clear understanding of the rules, regulations, processes of the Government in structuring and awarding of the PPP projects).*

Experience of completed services for Government / Public Agency Projects will only be considered. No project shall be repeated under different categories mentioned above. Marks will not be provided for a repeated project under any category.

- ii. **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-ii) above. The team leader and any of the team members shall be employed & located in Hyderabad for the project duration for regular project coordination.
 - a. **Team Leader:** A total of twenty five (25) marks are allocated to Team Leader. Five (05) marks will be awarded for each relevant project experience, subject to a maximum of twenty five (25) marks.
 - b. **Other Experts:** A total of maximum forty five (45) marks are allocated to the other three experts (other than team leader) as per experience stipulated in section 5.5 of TOR. For each key personnel, a maximum of 15 marks will be awarded. Three (3) marks will be awarded for each of the relevant experience subject to a maximum of fifteen (15) marks.

4.8 OPENING AND EVALUATION OF ENVELOPE II (FINANCIAL PROPOSAL)

- a. The Envelope II of those Firms that scored a minimum of seventy (70) 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 proposal.

4.9 Evaluation: The financial proposal that has the lowest quote (L1) among all the financial proposals opened shall be evaluated for considering the preferred Consultant.

4.10 CRITERIA FOR SELECTION OF CONSULTANT

The sole criterion for selection of the Consultant is the lowest price quote per project from the technically qualified applicants. In the event of more than one firm quote the lowest amount, GHMC 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

Hyderabad is ever growing city in Asia with Cosmopolitan culture. Increased Personnel Vehicles in the city requires better organized parking facilities across the city so that commuters are comfortable in leaving their vehicles in safely managed places and also better management of traffic in the city. GHMC is proposing few multilevel parking facilities across the city as part of overall Traffic & Transport infrastructure up gradation. GHMC want to develop these projects on PPP basis so that the places can be managed by private sector with better efficiency.

5.2 OBJECTIVES OF THE ASSIGNMENT

The broad objective of the Transaction Advisory assignment is to assist GHMC in preparation of a detailed feasibility reports for each of the sites identified for the multilevel parking project, structuring the projects on PPP, preparing the bid documents, ensuring the proper approvals and bid process management up to selection of the developers on transparent manner and signing the agreements with GHMC for implementation. The TA also required coordination with the selected developer for implementation of the project as per the bid conditions.

5.3 SCOPE OF WORK

The detailed Scope of Services includes, but not limited to, the following services:

1. Site reconnaissance & suitability analysis

The purpose of this activity is to undertake detailed site analysis for all the land parcels to establish the site suitability for the proposed projects, and shall include the following:

- Reconnaissance survey of identified land parcel.
- Review the topography for assessing current physical site boundaries, site contours and on-ground available site area.
- Site analysis: Connectivity/Circulation aspects, land use, Surrounding developments, Development controls (Bye-laws, FSI/FAR), SWOT analysis and suggest measures as may be required to take forward the project.
- Undertake land due diligence exercise for the identified site to ensure that the subject site is free from any encumbrances/ encroachments, litigations, etc.
- Traffic circulation: to recommend to GHMC the traffic circulation for entry / exit from the project, such that the traffic generated by the Project does not lead to a traffic related issues in the surround area.
- The consultant shall examine land use proposed in the Master Plan for the project site and the related Development controls and building regulations, applicable guidelines (including environment related), etc and accordingly advise GHMC on the changes if any special permissions for undertaking the Project are required.

2. Market Study, Demand Assessment / Project

The Consultant shall carry out the Market and Demand Assessment Studies to establish the proper demand for the project, as below:

- Assessment of market demand (present & future 5,10, 15, 20 years) for each of the sites identified.
- The number plate survey to be conducted within a radius of 1.0 – 1.5 km. for 16 Hrs. a day for two consecutive days including one holiday to ascertain specific weekly character of the site if any. Survey to be conducted for an additional day if necessary to capture the additional weekly parking demand.

- Assessment of any deficit parking in surrounding complexes, which could be potential demand for the proposed multilevel parking.
- Assess the generated parking demand by way of proposed commercial space in the multilevel parking complex, if any.
- Review of the similar Projects developed / proposed in the Country / in other Countries for benchmarking of Project / Project components with similar facilities
- Estimation of the investment requirement for the project, various revenues streams and expenditures of the project as a whole, based on which and the viability of the project would be computed.
- Presentation on Market & Demand assessment to GHMC and investors in pre-bid meetings
- Identification of different parking technologies successfully implemented and operating in the country and their cost and O&M details, so that some of them can be adopted in Hyderabad
- Study the parking fee being collected in public places like Railway Stations, Bus Stations, Shopping Malls, Commercial establishments in the survey area and the technologies & monitoring systems being followed by the operators.

3. Project Conceptualisation

- Assist GHMC in firming up the Project based on the outcome of the Market Study and site assessment for suitability for the project.
- Develop the proposed components mix (commercial development, four wheelers & 2 wheeler parking etc) on each of the sites for better viability of the project
- Prepare Minimum Development Obligations (MDOs) like how many number of parking to be achieved in the site and Minimum Performance Obligations (MPOs) for operating the facility like maximum time required for retrieval of Vehicles etc.
- Design flexibility may be given to the maximization FSI (within in the approved development controls) and MDOs and MPOs to be fixed for monitoring.
- Provide list of all the clearances / approvals, required to be obtained by GHMC/ Developer for project implementation.
- Assist GHMC in firming up the project concept, specifications, implementation schedule and parameters for Project components.
- Assist GHMC in firming up the external infrastructure required for the Project and assisting in discussing with the concerned stakeholders for suitably drawing the scope of such works / roles to be played by respective stakeholders.

4. Project Structuring and Viability Analysis

- i. Undertake detailed financial assessment/ financial model and business planning based on the estimated project cost of the finalized conceptual plan.
- ii. Develop Financial Model to capture various scenarios for the cost and revenue streams, to ascertain the financial viability of the projects identified based on the best use option studies
- iii. As the proposed projects are public utility projects and it should be affordable and need to be accessed by all income classes. Hence there is a need to be cap on charging the parking fee from the customers, which cannot be more than the parking fee being collected in public places like Railway Stations and Bus Stations in the city, during the concession period. The TA need to keep this in mind while preparing the business plans.
- iv. Based upon the inputs from the above analysis, alternate financial structures for the project will be framed which proposes a financially viable model of the project so as to attract Private Sector Participation in development of the project. Consultant shall undertake sensitivity analysis for various scenarios including most probable and most pessimistic scenario.
- v. Propose at least three alternative project structuring options in accordance with the above covering options analysis, risk analysis, review of implementation options. The recommendations shall include:
 - a. Project structure with lease tenure, payment terms, contractual obligations, etc.
 - b. Minimum Development Obligations (MDOs)
 - c. Minimum Performance Obligations (MPOs)
 - d. Roles of stakeholders ~ Developer, GHMC, Government, etc.
 - e. Implementation plan and framework
- vi. Resources required to complete the project preparation process, Parties responsible for completing next steps, Roles and responsibilities of involved parties, Time frame required for completing project preparation & implementation
- vii. Presentation to GHMC for finalizing the project structure, MDO's & implementation plan and project framework for the development.
- viii. On approval of Project Structure, MDOs & MPOs, Project feasibility study for each of the site to be submitted separately to GHMC.

DELIVERABLE: SUBMISSION OF FEASIBILITY REPORT

5. Bid Documentation

- i. Bid Strategy to be decided in consultation with GHMC – Either Two Stage Process (RFQ & RFP) or Single Stage Two Cover RFP system to be followed for Developer Selection
- ii. Draft Concession Agreement shall be drafted and shared along with the RFP.
- iii. Standard Bid Documents to be used for finalising the Qualification Criteria's and other conditions. Any deviations need to be updated to GHMC with a Deviation Statement along with Justification for Deviation.
- iv. Help GHMC in approval of Bid Documents by Appropriate Authorities - Standing Council/ MA&UD Dept/ Infrastructure Authority/ PPP Cell- as advised by GHMC
- v. The Consultant shall draw the draft Advertisement and advice and assist GHMC for publishing the same in Newspapers that shall attract attention of prospective bidders.

DELIVERABLE: SUBMISSION OF RFP Document with Draft Concession Agreement

6. Bid Process Management

The objective of this activity is to select developer on PPP mode for undertaking implementation of the project with zero/ minimum investment to GHMC. The consultant shall ensure that:

- i. The project is structured viable for the investments & Bankable for the developers
- ii. The selection process is transparent, competitive & as per the regulations/ guidelines stipulated by GoI (Planning Commission) & GoTS time to time
- iii. Marketing effort for participation of reputed and eligible companies with good track record
- iv. Optimization of revenue potential to GHMC or minimisation of expenditure
- v. As for the selected development strategy by GHMC, the bid process management shall be carried out including:
 - (a) Preparation of EOI cum RFP/ Bid document (including draft concession agreement) based on the finalized project structure for developing the projects on PPP mode.
 - (b) Bid Process Management including pre bid meeting/s, project marketing for better response including coordinating site visits for the prospective bidders, evaluation of bids.
 - (c) Facilitating issue of LoI to the selected developers and also facilitation in signing the required agreement with the preferred bidder.
- vi. The Consultant shall assist GHMC in compilation of the entire evaluation process for presentations for approval of the competent authority.
- vii. The Consultant shall assist and advise GHMC in issuance of Letter of Award, Ensuring the compliance of LOA conditions by the developer before signing of Concession Agreement.

7. Support during the project implementation

- Reviewing the compliances of Condition Precedent by the developer
- Assisting GHMC in meeting Condition Precedent requirements
- Reviewing the project timelines
- Reviewing the Status of Financial Closure of the Developer
- Review the DPR and Detailed designs submitted by the developer for implementation of the Project and ensuring that the developer is meeting all MDOs and Development norms
- Supporting GHMC in required facilitation for the developer on timely completion of the projects, within the broad scope of the agreement
- Conducting frequent reviews to ensure that the project implementation is on track
- Helping GHMC in issuing Project Completion Certificate as per the Agreement Conditions

The scope is like a Project Coordinator but not PMC (Need not to post any people at the site for supervision).

5.4. DELIVERABLES, TIME LINES AND PAYMENT SCHEDULE

The fee quoted by the selected consultant (per site basis) will be released as per the following deliverables and timelines. Applicable taxes (like GST etc) shall be paid by GHMC extra as per the GoI norms at the time of release of fee.

Sl. No.	Milestone/ Deliverable	Time Lines	Payment (% Professional Fee quoted plus applicable taxes) per site
1.	Submission of Feasibility Report for each site including Site Assessment, Traffic Assessment, Market Study, Financial Analysis, Alternative Project Structures for finalization by GHMC.	45 days from agreement date	20%
2.	Submission of Bid Documents (including RFP & Draft Concession Agreement) for selection of Developer on PPP mode	10 days from approval of bid structure by GHMC	20%
3.	Issuance of RFP by GHMC to the investors, after approval of Appropriate Authority	With 7 days of approval of Bid documents by Appropriate Authority	10%
4.	Submission of Bid Evaluation Report	7 days from bid opening date	10%
5	Assistance in Signing of Agreement with Selected Bidder	As approved by GHMC	20%
6	Project Review up to Completion of the Project – Issue of Project Completion Certificate by GHMC	As per the Agreement (Not more than 18 months from the	20%

Sl. No.	Milestone/ Deliverable	Time Lines	Payment (% Professional Fee quoted plus applicable taxes) per site
		date of signing the Agreement	
			100%

For each deliverable, 3 hard copies and one soft copy in CD (editable) to be submitted to GHMC, per site.

5.5. TEAM COMPOSITION

The scope of services would require a multi-disciplinary team having a mix of planning, PPP structuring and bid processing experiences. The expertise required as the minimum is presented in Table below:

Sl. No.	Position	Minimum Education/ Qualification/ Expertise as per RFP
1.	Team Leader	The person shall be a post graduate in Engineering/ Planning/ Management or Chartered Account and should have minimum 15 years professional experience including Transaction Advisory experience on development of PPP mode projects.
2.	Financial Analyst	The person shall have a Master's degree in Business Administration (MBA Finance) / Chartered Accountant with a minimum of 10 (Ten) years of professional experience in structuring PPP projects including worked as Financial Expert for development of atleast one Parking Project on PPP Mode.
3.	Planner / Architect	Person shall have a Master's degree in Urban Planning or Architecture with a minimum of 10 (Ten) years professional experience and project development experience of atleast 2 (two) Parking/ Commercial Office/ Hospitality/ MICE Projects on PPP Mode.
4.	Legal Expert	The person shall have a Bachelors degree in Law with minimum 10 (ten) years of professional experience in preparing or reviewing PPP RFPs & Concession Agreements.

In addition to the above key personnel, the Consultants are expected to deploy adequate number of support technical staff from various disciplines such as Urban, Traffic, Architecture, Urban Planning, Environment Planning, Infrastructure Planning, Bid Process Management Personnel, etc as required to perform the scope of services defined in the TOR for all activities.

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

5.7 PERIOD OF CONSULTANCY

The period of consultancy for completing the assignment shall be within two (2) years from date of agreement between Consultant and GHMC. This includes six (06) months for Project Development and

eighteen months (18) for reviewing the projects awarded for implementation. The period of consultancy period may be extended based on the mutual consent.

5.8 Processing Fee & Performance Guarantee

1. Tender Processing Fee:

The applicant shall submit non-refundable amount of **Rs.10,000/-** in **shape of** Demand Draft in favour of Commissioner, GHMC towards, the cost of tender documents along with application + GST in favour of CTO, Basheerbagh, Hyderabad. The demand drafts should be effective from the date of issue of tender notice. These DDs to be submitted along with the Bid Submission.

2. Performance Guarantee:

The selected consultant required to submit an un-conditional performance Bank Guarantee (BG) for an amount equating to 5% of the total expected consultancy fee for the eight parking projects proposed. The BG format will be shared along with work order to the selected consultant. The BG shall be from a Nationalized Bank or Scheduled bank for a validity of 30 months. Submission of BG is one of the pre-requisites for signing the Consultancy Agreement

FORMATS FOR SUBMISSION OF PROPOSAL
(Annexures)

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					
	Year 01		Year 02		Year 03	
Consultancy Revenue (Rs. Cr)						
(add) Other Revenue (Rs. Cr)						
Total Turnover (Rs. Cr)						

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

Note:

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

COMPANY SEAL

SIGNATURE _____
NAME _____
DESIGNATION _____
COMPANY _____
DATE _____

Format for

CHECKLIST OF SUBMISSIONS IN ENVELOPES I & II

SNo.	Enclosures to the Proposal	Status (Submitted / Not Submitted)	Remarks
1.	Signed RFP document		
2.	DDs towards Bid Processing Fee		
3.	Covering Letter (Annexure 2)		
4.	Experience Details (Annexure 3)		
5.	Team Composition (Annexure 4)		
6.	Financial Proposal (Annexure 5)		

Format for

COVERING LETTER (LETTER OF PROPOSAL)

(On Applicant's Letter Head)

To,

Date:

Superintend Engineer - (Projects)

Greater Hyderabad Municipal Corporation (GHMC)
6th Floor, Municipal Complex, Tank bund Road, Hyderabad – 500 001
Telangana State
Phone: 9989930408

Sub: SELECTION OF TRANSACTION ADVISOR FOR “DEVELOPMENT OF MULTILEVEL PARKING PROJECTS @ HYDERABAD ON PPP MODE”

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 Transaction Advisor (the "Consultant") for the subject project. The proposal is unconditional and unqualified.

2. I/We acknowledge that GHMC 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 GHMC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I / We acknowledge the right of GHMC 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 GHMC;

(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 GHMC 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 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 GHMC (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 GHMC 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

Experiences in Multilevel Parking Projects on PPP mode

S#	Name of Project	Client Details	Project Location	Project Cost (Rs. Mn)	Document Enclosed as Proof of Experience*
1					
2					
3					
4					
5					

PROJECT DEVELOPMENT/ TA EXPERIENCE OF OTHER INFRA PROJECTS

S#	Name of Project	Client Details	Project Location	Project Cost (Rs. Mn)	Document Enclosed as Proof of Experience*
1					
2					
3					
4					
5					

Signature _____

Name _____

Designation _____

Company _____

Date _____

Notes:

*** The claimed experience shall be supported by project completion certificates issued by the Government/ PSUs/ Govt. Dept. towards documentary evidence. No project shall be repeated under different categories.**

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#	Organization	Designation	Period starting from (dd/mm/yyyy)	Ending date (dd/mm/yyyy)	Duration of Experience (Years Months)
1					
2					

9 Relevant Experiences:

S#	Year of Completion	Project Name	Project Cost (Rs. Mn)	Client	Role of Key Expert
1					
2					

Certification:

- I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 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:

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

Format for

FINANCIAL PROPOSAL

[On the Letter head of the Firm]

Date:

The Superintendent Engineer (Projects)

Greater Hyderabad Municipal Corporation (GHMC)

6th Floor, Municipal Complex, Tank Bund Road, Hyderabad – 500 001

Telangana State

Phone: 040- 9989930408

Sub: FINANCIAL PROPOSAL FOR PROVIDING TRANSATION ADVISORY SERVICES FOR “DEVELOPMENT OF MITILEVEL PARKINGS @ HYDERABAD ON PPP MODE”.

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 Greater Hyderabad Municipal Corporation (GHMC).

We quote Rupees _____ (Rupees in words followed by Rs. in figures in brackets) plus applicable service tax towards **our Professional fee** to be paid **per Project** as per payment schedule specified in the RFP. The fee quoted is exclusive of applicable taxes, which are payable extra as per the GoI norms at the time of release of Fee.

We abide by the above quote, terms and conditions of the RFP, if GHMC 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 CONTRACT FOR TRANSACTION
ADVISOR'S SERVICES**

**TRANSACTION ADVISORY SERVICES AGREEMENT FOR DEVELOPMENT OF
MITILEVEL CAR PARKINGS AT HYDERABAD**

BY & BETWEEN

Greater Hyderabad Municipal Corporation (GHMC)

AND

[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

Greater Hyderabad Municipal Corporation Limited, having its Office at Municipal Complex, 6th Floor, Tank bund Road, Hyderabad, Telangana State (hereinafter referred to as '**GHMC**' 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 within the meaning of the Companies Act, 2013 (incorporated under the Companies Act, 1956) and having its Registered Office at _____ (hereinafter referred to as '**Transaction Advisor**', which expression shall, unless repugnant to the context thereof, include its successors, assigns, affiliates / associate) of the **OTHER PART**.

['GHMC' and '_____' are hereinafter individually referred to as "**the Party**" and collectively as "**the Parties**".]

WHEREAS

- (A) GHMC intends to procure a Transaction Advisor for the Development of MITILEVEL PARKING Projects at Hyderabad on PPP basis as part a part of overall traffic and transpiration up gradation initiatives in the Capital City of the State.

In furtherance thereof, GHMC wishes to procure project development services for the Development of MITILEVEL PARKING PROJECTS Hyderabad (hereinafter referred to as the '**Project**'). Towards achievement

of the aforesaid objectives, in general, and implementation of the Projects on PPP, in particular, GHMC wishes to utilize the resources and expertise of the Transaction Advisor.

- (C) _____ also referred to as “**Consultant**” / “**Advisor**” / “**Transaction Advisor**”.
- (D) GHMC 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 Professional Fees equivalent to _____ plus applicable Service Tax per project site. 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 Andhra Pradesh 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 GHMC, through a competitive bidding process or any other process determined appropriate by GHMC, 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 “Transaction Advisory Services for Development of MITILEVEL PARKING PROJECTS at HYDERABAD on PPP Basis” to be provided by THE CONSULTANT to GHMC under the provisions of this Agreement (the **“Project”**).
- l) **“Project Development” or Transaction Advisory** means all activities in respect of a Project commencing from Project feasibility study to preparation of bid documents, draft contract documents to enable invitation of bids for selection of Developer through transparent competitive bidding process for implementation of the Project on PPP format.

**1. Objective
Institutional Arrangement**

GHMC hereby appoints THE CONSULTANT as a **‘Transaction Advisor’** 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 GHMC 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 advisory services in accordance with the provisions of the Agreement; and
- (b) GHMC 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 GHMC 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 "GHMC" and / or by the Implementing Agency, as the case may be, in terms of the provisions of this Agreement shall be paid exclusive of all taxes, duties, levies and other impositions as may be levied under the Applicable Laws and "GHMC" and / or the Implementing Agency, as the case may be shall be liable to pay such taxes, duties and levies in addition to the fees / monies 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 "Effective Date") 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 dealt subject 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, 'GHMC' 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.
- 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 "GHMC"

For and on behalf of THE CONSULTANT

Authorised Signatory

Authorised Signatory

Name:

Name:

Designation:

Designation:

ANNEXURE – A

SCOPE OF PROJECT

ANNEXURE –B

PART-I

ROLE AND RESPONSIBILITIES OF PARTIES:

(To be modified to suit each proposal requirement)

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 GHMC develop the Project on PPP Basis and will assist in selection of an Implementing Agency (Developer) who would undertake the such Project.
- (b) THE CONSULTANT will be accountable and responsible for its output and deliverables and will work seamlessly in close coordination with GHMC as a team and keep GHMC posted about progress and problems on a regular basis. The GHMC will endeavor to resolve problems and difficulties raised by THE CONSULTANT in coordination with government authorities.

II) Role of GHMC

- (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 its project management team, 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 GHMC 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, 'GHMC' 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) In the event of delay in achievement of the above milestones, 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.
- (b) Further upon the requisite submissions of the deliverables by THE CONSULTANT, in terms of the activity schedule mentioned herein above, in case "GHMC" desires to seek any clarification and /or amendment in the deliverables so submitted , it shall forthwith but in any case not later than 07(seven) 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 "GHMC" has accepted such deliverable.

**ANNEXURE-‘C’
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

(2) Project Abandonment

In the event, at any stage after the commencement of the professional services for the Project, GHMC 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 GHMC.

- (i) Professional fees due in respect of the completed milestones /professional fees due in respect of the progress of the project; and

(Hereinafter collectively referred to as the ‘said monies’)The said monies shall be paid to THE CONSULTANT within a period of 15 (fifteen) days from the date of receipt of demand in this regard from THE CONSULTANT.

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 06 (six) 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 willful 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, GHMC 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 six (06) 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) Part 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 GHMC

All reports and other documents prepared by THE CONSULTANT in performing the services shall become and remain the property of GHMC 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 GHMC, together with a detailed inventory thereof. THE CONSULTANT may retain a copy of such documents.

(7) Document / Equipment and materials furnished by GHMC

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

(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 five (05) years (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 GHMC or by THE CONSULTANT, THE CONSULTANT shall be entitled to and GHMC 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 15 (fifteen) 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 as well as in the State of Telanagna 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 GHMC.

(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 GHMC:

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.

Annexure - 1

List of tentative locations identified for development of Multilevel Parking Projects

Sl. No.	Multi Level Car Parking Location Name	Area (Sq. Yds.)
1	Old Pension Office, Khilwat	5912
2	Vacant Charminar RTC depot	4033
3	Chaderghat to Nalgonda Cross road	982
4	Chandanagar: NH9 from Miyapur to BHEL	2288
5	Lalapet	2052
6	Doodh bavi near Railway Quarters, Chilkalguda Municipal Market	2600
7	Shanker Veedhi, behind old jail	1241
8	Ranigunj, Opp. Telangana Tourism	361

The above list is only tentative and there may be increase or decrease or alteration in the specified locations