

Greater Hyderabad Municipal Corporation, Khairatabad Zone

REQUEST FOR PROPOSAL

**SELECTION OF RETAINER CONSULTANT FOR PREPARATION OF ARCHITECTURAL DESIGNS &
CONCEPTS, AND TECHNICAL SUPPORT TO THE ENGINEERS IN SPECIALIZED WORKS
INKHAIRATABAD ZONE, GHMC.**

January-2025

Greater Hyderabad Municipal Corporation
Khairatabad Zone, Hyderabad

NOTICE INVITING TENDERS (NIT)

NIT No. GHMC/_____/2024-25

Dt: 17 -01-2025

Tenders for the work mentioned below are invited from eligible consultancy Bidders.

1)	Name of the work	:	RFP FOR SELECTION OF RETAINER CONSULTANT FOR PREPARATION OF ARCHITECTURAL DESIGNS & CONCEPTS, AND TECHNICAL SUPPORT TO THE ENGINEERS IN SPECIALIZED WORKS INKHAIRATABAD ZONE, GHMC
2)	Consultancy Charges	:	Consultancy Charges to be quoted by the Bidder <u>Per Month basis</u>
3)	Period of completion of work	:	12 Months
4)	Minimum Eligibility Criteria	:	Average annual turnover of <i>from the consultancy</i> services over the previous three financial years, as per the audited financials, as Certified by Chartered Accountant. (Annexure A) : <u>Indian Rupees One Crore</u>
5)	E.M.D. to be paid in the shape of online payment/ challan / B.G in favour of SE, GHMC obtained from Nationalised Bank / Scheduled Bank	:	Rs.10,000/-
6)	Last date and time for submitting queries as per section 2.10 below.	:	24.01.2025 @ 12.00 PM
7)	Last date and time for submission of Tenders	:	31.01.2025 @ 3:30 PM
8)	Date and time of opening of tenders a) Technical Bid including Minimum Eligibility	:	03.02.2025 @ 4:00PM

1. Bid Process

- a) The bidders need to contact the Executive Engineer, Circle-17, KZ, GHMC, Khairatabad for information on e-procurement.
- b) The intending bidders need to register on the electronic procurement market place of Government of Telangana that is <https://tender.telangana.gov.in> On registration on the e-procurement market place they will be provided with a user ID and password by the system using which they can submit their bids on line.
- c) While registering on the e-procurement market place, bidders need to scan and upload the required documents as per the tender requirements on to their profile.
- d) Such uploaded documents need to be attached to the tender while submitting the bids.
- e) The e-procurement market place provides an online self-service registration facility to such of the contractors who are already registered with respective participating departments for supply of specified goods and services.
- f) The bid evaluation for RFP proposal will be done under the prevue of technical committee (SE (KZ), DC-17, EE-17, DD (UBD) & EE (Electrical), Khairatabad Zone.

2. As per G.O.Ms.No.174 I & CAD Dept., dt.1.9.2008 :

- a) Submission of original Hard Copies of the uploaded scan copies of CHALLAN/BG towards EMD by participating bidders to the tender inviting authority before opening of the price bid be dispensed forthwith. (Deleted).
- b) All the bidders shall invariably upload the scanned copies of CHALLAN/BG in e-procurement system and this will be the primary requirement to consider the bid as responsive.
- c) The Department shall carry out the technical bid evaluation solely based on the Uploaded certificates/documents, CHALLAN/BG towards EMD in the e-procurement System and open the price bids of the responsive bidders.
- d) The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, CHALLAN/BG towards EMD prior to entering into agreement.
- e) The successful bidder shall invariably furnish the original CHALLAN/BG towards EMD, certificates/documents of the uploaded scanned copies to the Tender inviting Authority before entering into agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of original CHALLAN/BG towards EMD, certificates/documents from the successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuinity of the CHALLAN/BG towards EMD and all other certificates/ documents uploaded by the bidder in e-procurement system in support of the qualification criteria before concluding the agreement.

- f) if any successful bidder fails to submit the original hard copies of uploaded certificates/documents, CHALLAN/BG towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The e- Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/recommendation by the tender Inviting Authority in the system. Besides this, the Department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent may be displayed in the e-procurement platform website.

3. Bid Opening

- a) A minimum of 2 days time gap shall be maintained between opening of technical bids and opening of price bids.
- b) The successful tenderer shall furnish the original hard copies of all the documents/ Certificates / statements uploaded by him before concluding agreement.
- c) The tenderer shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness / deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.
- d) Before concluding the agreement with the successful tenderer, the tender inviting authority shall ensure the genuinity of CHALLAN/BG furnished by bidder towards EMD and all the certificates uploaded by the bidder online by deputing responsible departmental officials.
- e) The Government as further decided that notwithstanding any existing provisions of the Public works Department Code as well as other orders and executive instructions in force if any tenderer fails to submit the hard copies of CHALLAN/BG for EMD, hard copies of uploaded documents within the stipulated time the tenderer will be suspended disqualified from participating in the tenders on 'e-Procurement plat form' for a period of 12 months from the date of bid submission. The suspension of tenderer shall be automatically enforced by the e-Procurement system (As per G.O.Ms. No.6 I&CAD (PW-Reforms) Dept., dt.11.1.2005 and G.O.Ms.No.245 I&CAD (PW-Reforms) dept., dt. 30.12.2005)
- f) The bid evaluation for RFP proposal will be done under the prevue of technical committee (SE (KZ), DC-17, EE-17, DD (UBD) & EE (Electrical), Khairatabad Zone.

4. Eligibility criteria for opening the Price Bid

- a) Technical Evaluation of Bidders that meets the minimum eligibility criteria will only be taken to next stage. Bidders not meeting the minimum eligibility criteria are deemed to be disqualified from further tender evaluation process.

- b) Technical Evaluation: Minimum score required for technical qualification is 70 marks (max. marks = 100).
- c) Financial Evaluation: Price bids of technically qualified Bidders will only be opened. Lowest Price Quote will be declared as 'Selected Bidder'.
5. The price-bids of such bidders, who are determined to have complied with the above eligibility criteria, and approved by the Tender Committee of GHMC-will only be opened.
6. Any other details can be had from the Office of the Executive Engineer, Circle-17 (Khairatabad), Circle-17, KZ, GHMC.
7. The Executive Engineer, Circle-17, KZ, GHMC division reserve the right to reject the tenders without assigning any reasons.
8. All the bidders are requested to follow-up the e-procurement website for additional information, like addendums, and corrigendum's on <https://tender.telangana.gov.in> and no paper publication will be issued.

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DISCLAIMER

1. The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders (Firms), whether verbally or in documentary or any other form by or on behalf of Greater Hyderabad Municipal Corporation, Khairatabad Division (herein after referred to as GHMC-Khairathabad Circle -17,KZ The Authority) or any of its employees, is provided to Bidders 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 the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation & submission of their Proposals pursuant to this RFP.
3. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
4. This RFP may not be appropriate for all persons, and it is not possible for the Authority 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 Bidder 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 Bidders 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The Authority and its employees/ advisors make no representation or warranty and shall have no liability to any person including any Bidder 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. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

7. The Authority 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 the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

1.LETTER OF INVITATION

1. LETTER OF INVITATION

To

All the prospective bidders,

All interested bidders,

- 1.1. Greater Hyderabad Municipal Corporation, Khairatabad division ,Circle-17,KZ, GHMC intends to procure management consultants on retainership basis to advise / handhold GHMC-Khairathabad zone various public infrastructure projects in the Khairatabad zone, in PPP mode, with an objective of improving public amenities, brining efficiencies and generate revenues without impacting the sustainability aspects. 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 on the e procurement platform.
- 1.3. This RFP has following sections:

Section – 1	Letter of Invitation
Section – 2	Instructions to Bidders
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 format of Agreement

- 1.4. The consultant firm for providing its services will be selected under **Quality-cum-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 Bidders, 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 Bidder 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.

GHMC- Circle -17,KZ is not be responsible for any costs or expenses incurred by the bidders in connection with the preparation and delivery of Proposals, including costs and expenses related to visit to the site. GHMC-Khairathabad reserves the right to cancel terminatechange 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.

The **Proposal shall be valid for a period of not less than 12 months from the Proposal Due Date (the "PDD")**. In exceptional circumstances, prior to the expiry of the original proposal validity period, the authority may request the Bidders to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, Bidders will not be permitted to modify their submitted proposals.

For Greater Hyderabad Municipal Corporation, Khairatabad
Zonal Commissioner

2. INSTRUCTIONS TO BIDDERS

2. INSTRUCTIONS TO BIDDERS

- 2.1. Bidders 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. The Bidder possessing the requisite experience and capabilities required for undertaking the Consultancy are only invited to participate in the Selection Process individually (the "Sole Bidder") and no consortium or Joint Venture (J.V.) 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 Bidder or its Associate shall submit more than one Bid 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. The Executive Engineer, Circle-17, KZ, GHMC reserves the right to terminate a Bidder's participation in the tender process at any time, should Executive Engineer, Circle-17, KZ, GHMC consider that a Bidder 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 Bidder has:
 - a. made a complete and careful examination of the RFP;
 - b. received all relevant information requested from the Authority;
 - c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred in the RFP;
 - d. satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Bid 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. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.
- 2.9. The Proposal of a Bidder shall be liable for disqualification in the event of the following:
- a. If the bidder / retainer consultant refuses to accept the correction of errors in its proposal, (or)
 - b. If the bidder / retainer consultant submits a conditional Proposal which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive proposal and/or is not accepted by The Executive Engineer, Circle-17, KZ, GHMC.
 - c. The bidder / retainer consultant has to provide concepts within time bound manner as desired by Engineer-In-Charge.
 - d. The bidder / retainer consultant has to provide conceptual designs within time bound manner as desired by Engineer-In-Charge.
 - e. The bidder / retainer consultant has to prepared the bid documents for the specialized works within time bound manner as desired by Engineer-In-Charge.
 - f. The bidder / retainer consultant has to follow up with the executing agencies / allotting agencies by GHMC for the supplementary items / rates / quotations as desired by Engineer-In-Charge.
 - g. The bidder / retainer consultant has to provide complete Detail Project Report (DPR) within time bound manner as desired by Engineer-In-Charge.
 - h. The bidder / retainer consultant has to follow up with the executing agencies and co-ordinate till completion of the project.**

2.10. QUERIES AND CLARIFICATIONS

The Bidders are requested to study this entire tender document in detail. If the Bidders have any queries on the RFP or on the proposed project, they may submit such queries to GHMC- The Executive Engineer, Circle-17, KZ, GHMC in writing on or before the date specified in the **“Schedule of Tender Process”**. Clarifications for all such queries received within the date specified would be provided by The Executive Engineer, Circle-17, KZ, GHMC at least three working days before the due date and time of tender submission date. All such queries received and The Executive Engineer, Circle-17, KZ, GHMC clarifications shall be uploaded only on <https://tender.telangana.gov.in> without identifying the names of the Bidders.

2.11. AMENDMENT TO RFP

- a. At any time prior to the due date for submission of Proposal, the Authority 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 Bidders with reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.
- c. The above changes & amendments, if any, will be notified only in our website i.e. on <https://tender.telangana.gov.in>

2.12. CONFLICT OF INTEREST

- a. The Authority expects that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- b. Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified.
- c. Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i constituent of such Bidder is also a constituent of another Bidder; (or)
 - ii such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; (or)
 - iii such Bidder has the same legal representative for purposes of this Bid as any other Bidder; (or)
 - iv if a Bidder is engaged by the Authority to provide goods or works or services and if the Associate/s of such Bidder is engaged for providing consulting services for the same project and vice versa.

2.13. FRAUD AND CORRUPT PRACTICES

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

- b. Without prejudice to the rights of the Authority under Clause 2.13.a hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if a Bidder or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project
 - ii. **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - iv. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

2.14. MISCELLANEOUS

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

3. DATA SHEET

3. DATA SHEET

S.No	Key Information	Details
RFP Details		
1.	Project	RFP FOR SELECTION OF RETAINER CONSULTANT FOR PREPARATION OF ARCHITECTURAL DESIGNS & CONCEPTS, AND TECHNICAL SUPPORT TO THE ENGINEERS IN SPECIALIZED WORKS IN KHAIRATABAD ZONE, GHMC
2.	Authority	Greater Hyderabad Municipal Corporation, Khairatabad Zone, Hyderabad, Circle-17, KZ, GHMC.
3.	Project Details	Tentative List of projects provided at Annexure- 6. The selected Consultant shall explore potential additional projects in consultation with GHMC-Khairathabad, Circle-17, KZ with an objective of improving public amenities and management of infrastructure, and improve revenues while ensuring the sustainability aspects and advise GHMC-Khairathabad, Circle-17, KZ to take them forward.
Proposal Conditions and Evaluation		
4.	Proposal Validity	12 months from the Proposal Due Date (PDD)
5.	Minimum Eligibility Criteria	Average annual turnover of <i>Rs. one crore from the consultancy</i> services in the past three financial years as per the audited balance sheets and as certified by Chartered Accountant. (Annexure A)
6.	Proposal Evaluation	<ul style="list-style-type: none"> • Technical and Financial Evaluation of Bidders that meets the minimum eligibility criteria will only be undertaken. Bidders not meeting the minimum eligibility criteria are deemed to be disqualified from further tender evaluation process. • Technical Evaluation: <u>Minimum score required for technical qualification is 70 marks</u> (max. marks = 100). • Financial Evaluation: Price bids of technically qualified Bidders will only be opened. Lowest Price Quote will be awarded 100 marks and remaining proposals will be marked proportionately in reference to lowest quote. • Combined Evaluation (Technical & 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.

		<ul style="list-style-type: none"> The bid evaluation for RFP proposal will be done under the prevue of technical committee (SE (KZ), DC-17, EE-17, DD (UBD) & EE (Electrical), Khairatabad Zone.
S.No	Key Information	Details
7.	Criteria for selection of Consultant	<ul style="list-style-type: none"> Price bids of technically qualified Bidders will only be opened. Lowest Price Quote will be declared as 'Selected Bidder'
Proposal Submissions		
8.	PQ Stage : Minimum Eligibility & Technical Proposal	<ul style="list-style-type: none"> Minimum Eligibility Criteria- turnover related data, along supporting document ~ Annexure A Signed RFP document Checklist of Submissions ~ Annexure 1 Covering Letter ~ Annexure 2 Bidder Experience along with supporting document ~ Annexure 3 Team Composition as required by RFP ~ Annexure 4
9.	Commercial Stage Price Proposal	<p>The Bidders shall be required to submit their Financial/Price Proposals in the format (Annexure 5) as provided in the RFP duly filled and signed & stamped by authorized representative of the Bidder.</p> <p>The bidder shall use the template provided at the procurement platform for quoting their financial proposal. The financial details shall not be mentioned in Technical Bid.</p>
10.	Project Duration	<p>The selection of Consultants under this process is for an initial period of 12 (twelve) months from the date of commencement, that may be extended on need basis as per the terms of the Agreement.</p>

4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

4.1. GENERAL

- a. The Bidders shall bear all costs associated with the preparation and submission of its proposal, including any site visits, field investigations, data collection, analysis, etc. as also any discussions/negotiations. The authority shall not be responsible or liable for any such costs incurred.
- b. The Bidders should submit their proposals individually and consortium is 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 and uploaded on the E-Procurement website as per procedure

- i. PQ stage [Technical Proposal & Minimum Eligibility as per Annexure A]
- ii. Commercial Stage [Financial Proposal]

The documents corresponding to PQ stage shall be uploaded on the e procurement website in PDF versions, duly signed and stamped where needed and as per formats available in RFP. The financial Proposal shall be separately uploaded at appropriate place on e-procurement platform as per procedure using the available template. Negotiations are not permitted at any stage in respect of price bid.

A single PDF file against each category of document required shall be uploaded. The no of pages of the documents of each pdf shall be numbered and details included in the check list.

4.3. SUBMISSIONS OF TECHNICAL PROPOSAL & MINIMUM ELIGIBILITY AS PER ANNEXURE A

The following documents shall be uploaded for PQ stage

- a. Minimum Eligibility as per Annexure A along with supporting documents.
- b. Signed RFP document
- c. Checklist of Submissions as per **Annexure 1**
- d. Covering Letter as per **Annexure 2**

- e. **Experience of the Bidder:** Details of experience of the Bidder in TA services in development of Public Private Partnership (PPP) Projects shall be submitted in the format enclosed as **Annexure 3**. The experience is categorized into two categories as below:
- i. **CATEGORY 1:** Consultancy services for Similar Projects i.e., PPP projects and/or project preparatory works **with retainership engagement** with any government or quasi-government entities in the last 5 (five) years.
 - ii. **CATEGORY 2:** Transaction Advisory Services for Similar Projects i.e., PPP projects in which **contract has been awarded to the private player**, in which transaction was completed/awarded in the last 10 (ten) years.

Similar Projects would include projects in urban infrastructure, tourism, logistics infrastructure, etc

- f. **Team Composition:** Details of key personnel for engagement in this assignment in the format enclosed as **Annexure 4**.

4.4. SUBMISSIONS OF FINANCIAL PROPOSAL IN COMMERCIAL STAGE

The financial proposal shall contain the **professional fee** (price quote) **per month of retainership services**, of the Bidder in Indian Rupees. This shall be inclusive of man day cost, secondary research and meetings, printing and stationery and all other expenses except applicable tax. The quoted fees shall remain unchanged for a period of 18 (eighteen) months from the signing of the Agreement. In case the Contract is extended beyond such period, the fees shall be escalated by 15% over the last paid amount that shall be applicable for a maximum period of one (1) year. The financial proposal shall be submitted in the format enclosed as **Annexure 5**.

4.5. SIGNING OF PROPOSALS

The Authorized Signatory shall sign on initial each page of the proposal documents along with the stamp of the Bidder. They should also sign & stamp each page of the RFP & return the same along with proposal to GHMC-K. Power of Attorney shall be enclosed as proof of Authorization.

4.6. OPENING OF PROPOSALS

Tender opening will be as per the e-procurement procedures.

4.7. EVALUATION OF TECHNICAL PROPOSAL & MINIMUM ELIGIBILITY AS PER ANNEXURE A

The proposal shall be checked for the submission of documents as mentioned above and for compliance to the formats; further evaluation shall be as follows:

4.7.1. Minimum Eligibility Criteria

- i. Annexure A and supporting documents will be evaluated for Minimum Eligibility Criteria as per the Data Sheet in terms with this RFP. This includes fulfilling minimum technical experience as well as turnover criteria

- ii. Only the Proposals meeting the minimum eligibility criteria will be considered for further evaluation.
- iii. Bidders not meeting the minimum eligibility criteria as above are deemed to be disqualified and will be excluded from further evaluation of their tender. No correspondence or representation will be entertained, and GHMC-Circle-17,KZ,GHMC decision will be final in this regard.

4.7.2. Evaluation of TECHNICAL PROPOSAL

- a. Evaluation of Technical Proposal will be taken up only if the Bids are responsive as per the terms of the RFP.
- b. GHMC-K shall take a decision at its sole discretion with regard to proposals any of the said documents or documents submitted in any other format other than the prescribed. The submissions deviating from the formats shall be liable for rejection as per GHMC-K's decision.
- c. Maximum marks under Technical proposal are 100, with the following breakup.
 - i. Experience of the Bidder: **60 marks**
 - ii. Team Composition : **40 marks**
- d. The technical proposals will be marked based on the following evaluation criteria.

With reference to Bidder's Experience in retainership projects for preparing project concepts, prefeasibility and transaction advisory services above, marking (clause 4.7.2, c-i) will be commensurate with experience in number of such contracts/project over the last 5 years period as of Bid Due Date, as below:

- i. **CATEGORY 1: MAXIMUM 30 Marks** - Each contract/project as defined in clause 4.3 (e-i) will carry ten (10) marks subject to a maximum of thirty (30) marks
- ii. **CATEGORY 1: MAXIMUM 30 Marks** - Each project experience as defined in clause 4.3 (e-ii) will carry five (5) marks each subject to a maximum of Thirty(30) marks.

Note: The Bidder needs to provide copies of experience certificates or work orders with ongoing work certificates issued by the Client as proof of the scope of work of the services rendered, and as as proof of technical capacity.

Experience from Government or Quasi-government Project will only be considered. No project shall be repeated under different categories of marking.

- iii. The team composition (key experts) mentioned in Terms of Reference (TOR) of this RFP (along with minimum experience) will only be considered for marking under clause (4.7.2, c-ii) above. While Team Leader is allocated maximum twenty (20) marks and other key experts mentioned in TOR are

allocated maximum ten (10) marks each. Each team member will be eligible for marking (as below) only if each of them:

- fulfills the minimum number of years of experience & qualification as stipulated in section 5.4 of the TOR,
- is the existing employee of the bidding firm as on the Proposal Due Date (PDD).
- At least two key experts shall be located in Hyderabad for the entire project duration for regular project coordination.
- **Team Leader:** A total of twenty marks are allocated to Team Leader. Further, four(04) marks will be provided for each of the **completed TA project** experience in **any PPP project** in the Country, subject to a maximum of twenty (20) marks in the last 10 years.

***Other Key Experts:** Marks are allocated to each expert as below for those with experience stipulated in section 5.4 of TOR.*

- ***Financial Expert:** Two (2) marks will be awarded for each TA experience in any PPP Project subject to a maximum of ten (10) marks.*
- ***Urban Planner:** One(1) mark will be awarded for project experience of working on **Similar Projects** subject to a maximum of five(5) marks.*
- ***Architect:** One (1) mark will be awarded for project experience of working on **Similar Projects** subject to a maximum of five (5) marks.*

The technical proposals shall be evaluated by GHMC-Circle-17,KZ,GHMC and marks will be awarded based on the stipulations as per clause 4.7.3 detailed above. GHMC-Circle-17,KZ decision is final and no negotiations/ clarifications/ queries/ etc. will be entertained in this regard.

4.7.3. Evaluation of Financial Eligibility Criteria

- a. Financial eligibility shall be based on the annual turnover from consultancy services of the Bidder
- b. The criteria shall be evaluated on a pass/fail basis
- c. The criteria requires a fulfilment of minimum average Annual Turnover of Indian Rupees of One Crore from consultancy in the past three years as per the audited balance sheets

4.8. OPENING AND EVALUATION FINANCIAL PROPOSAL

4.8.1. The Price Bids of those Bidders that scored a minimum of sixty(60) marks in the Technical Proposal will only be opened.

4.8.2. The Financial Proposals shall be checked for substantial compliance. If the submission is in substantial compliance with the Financial Proposal format / requirements, 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 Bidder will be eliminated from further evaluation process.

4.8.3. Requirements for Substantial Compliance: Prior to the detailed evaluation of the Financial Proposal, it would be determined whether each Financial Proposal:

- Has been properly prepared and contains the required representations or commitments;
- Is presented in a manner that conforms with the requirements of the RFP including the specified format;

4.8.4. 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 Bidders presenting substantially responsive proposals

4.9. **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 'Y' lakhs (X being less than Y), then
L1 = 100 marks and L2 = X/Y*100 marks).

4.10. 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 Bidder 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

4.11. CRITERIA FOR SELECTION OF TA 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 Bidder score the same highest marks, GHMC-Kmay call those Bidders (limited to only such Bidders) for negotiation/ resubmission of the financial proposal. In such a case, Bidder that offers the lowest price quote will be the selected consultant.

4.12. Bid Security deposit, its forfeiture and penal action

4.12.1. The bidder shall furnish as a part of his tender Bid Security / EMD for **Rs. 10,000/-** valid for 90 days.

4.12.2. The CHALLAN/BG shall be from a **Nationalized Bank / Scheduled Bank** valid for a period of 3 months. Xerox copy of the CHALLAN/BG is to be scanned and uploaded in e-procurement system along with the Bid and this will be the primary requirement to consider the bid as responsive.

4.12.3. This EMD can be in the following form

- a) a bank demand draft on any Nationalized Bank / Scheduled Bank a bank guarantee in the form given in Annexure 7, from a Nationalized Bank / Scheduled Bank
- b) Demand Drafts / Bank Guarantees furnished and uploaded on line towards EMD at the time of tenders shall be valid for a period of six months from the date of tender notice.
- c) Online payment at e-procurement platform.

4.12.4. The E.M.D. shall be forfeited.

- a) if the Tenderer withdraws the Tender during the validity period of Tender.
- b) in the case of a successful Tenderer, if he fails to sign the Agreement for whatever the reason.
- c) Fails to submit the hard copies of the document as per RFP issued by Department if selected

- 4.12.5. The EMD of unsuccessful Bidders will be returned no sooner the tenders are finalized or end date of the Proposal Validity whichever is earlier.
- 4.12.6. The Bid Security to be furnished shall be in favour of the Metropolitan Commissioner, Hyderabad Metropolitan Development Authority.
- 4.13. Transaction fess payable to M/s TSTS.,
- 4.13.1. All the bidders/suppliers will pay the transaction fee Rs.1,000+ GST @ 18% in favour of TSTS. Mode of payment : The transaction fee of Rs.1,000/- + GST @ 18% has to be paid through electronic gate way payment system to TSTS., by each participating bidder at the time of Bid submission.
- 4.13.2. Any bid not accompanied by both the EMD/Performance Guarantee, and Transaction fee will be rejected by the employer as “non responsive”
- 4.13.3. The Successful bidder has to pay the e-procurement corpus fund of Rs.1,000/- directly on e-procurement platform(as per the procedure defined in their website)

5. TERMS OF REFERENCE

5. TERMS OF REFERENCE

5.1. BACKGROUND

Greater Hyderabad Municipal Corporation (GHMC) is the civic body established in 2007 that oversees urban planning, infrastructure development, waste management, public health, and other municipal services in the Greater Hyderabad region.

As part of citizen services, GHMC owns and operates multiple sports complexes providing affordable facilities for sports hobbyists and enthusiasts in various locations across Hyderabad. The sports complexes offer range of facilities including open grounds for sports such as cricket, basketball, hockey, football, etc as well as closed complexes with multiple facilities for sports such as badminton, table tennis, boxing, skating, gymnastics, gym facilities, meditation and yoga hall, and others. As of 2024, GHMC owns and operates 12 complexes, 7 swimming pools, 521 playgrounds that are operational round the year for multiple sports. It also conducts summer camps at 1600 centers offering 51 sports. It directly and indirectly engages 1800 coaches, including Olympians, training unique sports like sepaktakraw. GHMC, Khairatabad Zone has five circles and under this there are 9 sports complexes and 200+ playgrounds. The zone covers key locations of Hyderabad.

Despite have multi-functional sports complexes in the key centers of the city, the sports complexes have had a poor to limited track record of creating professional sports personnel that could compete at national and international level and the scenario has not improved over the years. In addition, the quality of infrastructure is not up to the mark because of the age of infrastructure, lack of professional management and limited new investment in the recent years.

Although GHMC has a very structured membership formats and pay-n-play formats at the sports complexes, and many of the complexes have fairly good membership numbers, the pricing structure is significantly below par compared with competing facility pricing in the market across many sports. Notably, while the pricing structure is based on the service responsibility of the government and towards ensuring affordability to all strata of the society, the low revenues along with high maintenance costs impacts the ability of the GHMC to enhance infrastructure on a regular basis and to create professional coaching facilities.

Standardization of the membership structure and absence of differential pricing and inability to upgrade the facilities to international standards and create amenities for sports persons, or to attract professional leagues is also limiting the exposure of the members using the sports complexes making the serious enthusiasts opt for private academies and coaching centres.

Likewise, GHMC also owns **several public parks**

across the city. Several of the parks are under-maintained and unable to attract visitors because of several operational and maintenance issues.

5.2. OBJECTIVE

It is considered important to not only upgrade these sports complexes and open playgrounds with better infrastructure but also to manage them professionally. Likewise, improving parks with better infrastructure is also crucial. At the same time, it is also important to limit the financial burden on Government both from the capital investment and operational expenses of the same and continue to keep the facilities affordable.

GHMC-K has issued this tender invitation for selecting management consultants for facilitating it in project ideation and conceptualization, preparation of concept notes/prefeasibility studies including basic financial analysis, evaluate potential for PPPs, structuring the projects to suit GHMC-Circle -17 and private sector's interests, and assisting in selecting the prospective private sector developers through a transparent bidding process. Towards the above, GHMC- Circle 17 is seeking professional advice to undertake studies and advise on appropriate project structure and help through the transaction advisory services.

GHMC-Circle 17 intends to engage consultants on a retainership basis for an initial period of 12 (Twelve) months extendible based on the requirements.

5.3. SCOPE OF SERVICES

The consultant is expected to protect the interests of GHMC-Circle 17, KZthe Government and specifically address the concerns based on its own experiences and case-studies from other locations.

The broad scope of services envisaged from the selected TA consultant is:

The scope of work for this engagement has been briefly described under the following tasks.

- Task – I: Preparation of Project Concept Note
- Task – II: Project Structuring, preparation of draft RFP document and draft agreement for selection of private sector partner
- Task – III: Assistance in bid process management

5.3.1. Task – I: Preparation of Project Concept Note

On commencement of the engagement, a kick-off meeting with the GHMC officials would be held with a view to discuss / obtain an overall understanding of the project. This will be followed by data collection, site visit and related workings on the project. Based on the kick-off meeting, the following activities would be undertaken:

- i. **Site visits:** Consultant team will visit the identified sports complexes and take up a detailed note of the existing facilities, land availability, ongoing activities, additional

areas for parking and revenue enhancement opportunities. No specific technical surveys are envisaged.

- ii. **Data collection:** Consultant team will identify data requirements to understand the current revenue and expenditure trends, footfalls, and the overall activities of the sports complexes. The consultant team shall prepare formats and share it with the GHMC for obtaining the data.
- iii. **Identification of issues:** Based on the site visits and data received from GHMC, the consultant team will identify and highlight various issues related to the infrastructure, scheduling, activities, revenues and costs related aspects.
- iv. **Proposing interventions:** The consultant team will based on the above propose various interventions that will be required to:
 - Improve the services and quality of training at the sports complexes
 - Improve revenues
 - i. Existing revenues based on past trends
 - ii. Potential for improving the existing revenues sources
 - iii. Potential for generating additional revenues that could make the sports complexes sustainable and attractive to the private sector
 - Optimization of costs
- v. **High-level financial analysis:** The Consultant team will estimate the indicative costs required for implementing any hard interventions identified as part of the interventions. Based on the revenue and cost projections, prepare high-level financial model and assess the returns that the private sector would be able to earn from the Project.
- vi. Develop a broad conceptual layout that will be used for the purposes of indicating the facilities, and other technical specification of the Project
- vii. Prepare a Concept Note covering the above points.

DELIVERABLE: Submission of Concept Note

5.3.2. Task – II: Project Structuring, preparation of draft bid documents for selection of private sector partner

- i. Project Structuring:
 - Based upon the inputs from the above analysis, propose financially viable model of the project to attract private sector participation in developing, operating & maintaining the project. Consultant shall undertake sensitivity analysis for various scenarios including most probable and most pessimistic scenario.

- Propose project structure in accordance with the above covering options analysis, risk analysis, review of implementation options.
- The recommendations shall broadly include:
 - i. Project structure with lease or licence tenure, payment terms, contractual obligations, etc.
 - ii. Development Obligations of the Developer
 - iii. Roles of stakeholders
- ii. Preparation of draft bid documents: A 2-cover single stage procurement is suggested given that the project is not very complex in nature and in order to reduce the time of procurement. The RFP would comprise various aspects as stated below:
 - Qualification criteria for selection of private developer
 - Bid evaluation methodology
 - Bidding process along with schedules
 - Bid security and other related details
- iii. RFP document would be prepared by detailing the minimum development obligations, bid parameters eligibility criteria for shortlisting bidders, along with various formats and information requirements.
- iv. TPC would also prepare draft agreement to be executed between GHMC and the selected bidder based on the previous learnings and project structure approached in the earlier section.
- v. TPC would facilitate GHMC towards any explanations required for statutory approvals/ clearances for the project. However, TPC would not be directly responsible for obtaining the necessary approvals/ clearances from the respective authorities.

DELIVERABLE: Project Structuring note and Draft RFP document including Draft Agreement

5.3.3. Task – III: Assistance in Bid Process Management

The bidding process shall be guided by basic principles that are applied in project development on PPP basis to ensure:

- Fair and effective competition
- Transparency process
- Cost effectiveness in process to both GHMC and private developer

Our role in the entire process shall be assisting GHMC. However, final decision on all the aspects of this engagement shall rest with GHMC. The steps and main activities involved in the bidding process are described in the following sections:

Pre-bid Conference:

- To provide clarifications/obtain feedback from the bidders on the RFP/ Contract Agreement;
- To prepare responses to the queries raised by the prospective bidders.
- To assist GHMC in modifications to the RFP and Agreement based on the above

Marketing Sounding:

- i. Project market sounding would be undertaken for attracting reputed developers/strategic investors through emailers/coldcalls/social media posts
- ii. Where required, provide specific details to prospective bidders on project features, benefits, marketability, and project structure.

Assistance in selection of Preferred Bidder

This task would comprise assistance to GHMC in bid evaluation and selection of private developer/ partner for the project which will include:

- i. Assist GHMC in reviewing the documents submitted and evaluating the bids and submission of bid review / evaluation report.
- ii. Assist in suggesting the Preferred Bidder for the Project and assist GHMC in issuing LOA to the selected bidder
- iii. Assist GHMC in reviewing compliance by preferred bidder after issue of LOA till execution of the contract agreement.
- iv. Facilitating GHMC in finalization of contract agreement and signing the same with the developer in order to commence the project implementation activities.

DELIVERABLE: Bid Evaluation Report, Preparation of draft LOI, Facilitation in execution of Contract Agreement between GHMC and selected developer / concessionaire.

5.3.4. Stage 4 – Post-Bid Assistance

- i. Facilitation in issue of Letter of Intent (Lol) to the preferred bidders and advising GHMC-Circle-17,KZ on fulfillment of the preferred bidders in achieving the Lol conditions
- ii. Facilitating the signing of agreements with the preferred bidders.
- iii. Review of documentation submitted by the selected bidders to assess their completeness and provide notes to the GHMC-Circle-17,KZ.
- iv. If and where required, preparation of RFP/ Bid document (including draft agreement) for Independent Engineer for availing its services during construction period for monitoring the project during post agreement and pre-operations (project construction) period.
- v. Provide assistance in review of the BGs and other documentation prior to the Financial Closure
- vi. In cases where GHMC-Circle 17,KZ requires, extend the services:

- Monitoring fulfilment of developer’s obligations during conditions precedent and construction period.
- Liaison among GHMC-Circle-17,KZ Developer and Independent Engineer to ensure smooth project implementation in a time bound manner during construction period as per the concession agreement.
- Assisting GHMC-Circle-17,KZ resolving any issues with the Concessionaire or the Independent Engineer
- Examine the Independent Engineer’s Review report on the Detailed Project Report submitted by Developer/ Concessionaire.
- Quarterly Review of the Independent Engineer’s performance against milestones including certification on completion of Minimum Project Facilities (as per RFP)

5.4. TEAM COMPOSITION

The consultant’s team engaged in this assignment shall comprise of the following key personnel. Each of the key personnel shall have prior experience delivering the expected output.

S.No.	Key Personnel	Minimum Experience (number of years)	Educational qualifications
1	Team Leader	25	Post Graduation in Management or Equivalent
2	Financial Expert	15	MBA (Finance) or C.A. or CFA
3	Urban Planner	15	Post Graduation in Planning or Engineering or equivalent
4	Architect	5	B.Arch and Masters in Planning/Architecture

5.5. PAYMENTS TO CONSULTANT

Payments to the consultant are structured in a combination of **Monthly Retainer Fee and Success Fee**. Monthly Retainer Fee is paid on a monthly basis based on the monthly status report and where applicable deliverables submitted by the Consultants. The Success Fee is based on signing of project agreement with private sector for each PPP project identified under this assignment and undertaken by the consultant. **Monthly Retainer Fees quoted by the Consultant shall be considered as part of Financial Proposal for bid evaluation.**

The Monthly Retainer Fee as quoted by the selected consultant shall be exclusive of applicable taxes but inclusive of all other expenses incidental to completion of the scope of work. No technical investigations/ technical or market surveys/ detailed engineering or detailed architectural or conceptual plans are envisaged as part of the Scope of Work.

Where such services are required by GHMC-Circle 17,KZ the Consultant shall hire competent personnel or firms to deliver such scope and payments to such additional personnel or Bidders shall be made by the GHMC-Circle-17,KZ on a pass-through basis within 15 days of submission of invoice by the Consultant.

The Success Fee: Apart from the Monthly Retainer Fee, a Success Fee equalling to 1% of the estimated project cost for each project subject to a minimum of Rs. 5 lakhs per project plus applicable taxes will be paid by the successful Developer/ Preferred Bidder directly to GHMC-K. This will be a precondition for agreement signing and will be specified in the Letter of Intent (LoI) that will be issued by GHMC-K to the Preferred Bidder. In case the Preferred Bidder backs out/ does not respond/ do not fulfill LoI conditions within the stipulated timeframe, the bid security amount deposited by such bidder shall be forfeited by GHMC-Circle -17,KZ and the Success Fee share of the Consultant shall be paid from such forfeited bid security. The Success Fee shall be paid by GHMC-Circle-17,KZ to Consultant on submission of its invoice for the same.

5.6. DELIVERABLES, TIME LINES AND PAYMENT SCHEDULE

5.6.1. Monthly Retainer Fee:

The Monthly Retainer Fee payment schedule shall be as below:

S.No.	Deliverable	Timeline	Payment (% Professional Fee quoted)per Site
1.	Monthly Progress Reports	Before 5 th of each month including the progress of work in previous month	Monthly retainership fees
2.	Deliverables for each project including concept note/prefeasibility study; draft bid documents; pre-bid responses; bid evaluation report and other assistance	Project-to-Project basis	Success Fees on closure of projects

5.6.2. Fee exclusions:

The fee quoted by the Consultant is not inclusive of the following and all the following services are on the cost of GHMC-Konly. In case the consultant is asked undertake the below tasks, the costs will be reimbursed at actual along with applicable taxes if any:

- a. Any Site Level Studies (Topo, DGPS, Soil test) etc,
- b. Cost of Advertisement, Publicity etc for reaching to the investors
- c. Cost of organizing pre-bid meetings, investor meetings etc

- d. Market surveys, traffic studies or such detailed assessments requiring additional personnel and capabilities.

5.6.3. Cost of Re-bidding:

In case, some of the projects to be re-bid due to the no response/ low response to the bids, the consultant is required to revise the RFP documents as per the revised requirements of GHMC-K and the Consultant is not eligible for claiming fee any additional fees other than Monthly Retainer Fee along with applicable taxes.

6.ANNEXURES

ANNEXURE 1: FORMATS FOR SUBMISSION OF PROPOSAL

FORMAT FOR FINANCIAL SUMMARY DATA

TURNOVER RELATED DATA (All figures in INR Crore)

Description	Past Three Financial Years		
	Yr 01	Yr 02	Yr 03
Revenues from Consultancy Services			
Average for last 3 years			

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

Note:

1. The Bidder shall submit the copies Audited Balance Sheets/ Annual Reports
2. The annual Turnover data should be certified by a practising Chartered Accountant.

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____

Signature of the Chartered Account with name & registration number

FORMAT FOR CHECKLIST OF SUBMISSIONS FOR PREQUALIFICATION STAGE AND COMMERCIAL STAGE

S.No.	Enclosures to the Proposal	Status (Submitted / Not Submitted)	Name of PDF file uploaded	No of pages in corresponding PDF file	Remarks
A	PREQUALIFICATION STAGE				
1.	Minimum Eligibility Document as per Annexure A along with supporting documents				
2.	Signed RFP document (along with Addendums)				
3.	Covering Letter (Annexure 2)				
4.	Experience Details and supporting documents (Annexure 3)				
5.	Team Composition and supporting documents (Annexure 4)				
B	COMMERCIAL STAGE				
1	Financial Proposal (Annexure 5)				

ANNEXURE 2: FORMAT FOR COVERING LETTER (LETTER OF PROPOSAL)

(On Bidder's Letter Head)

Dt: .09.2024.

To

**The Executive Engineer,
Circle-17, Khairathabad Zone**

Greater Hyderabad Municipal Corporation
Khairatabad Rd, Taj Enclave, Khairatabad,
Hyderabad, Telangana 500004

Sub: Selection of Retainer Consultant for preparing and procuring various public infrastructure projects under GHMC, Khairatabad in PPP Mode

1. 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 Consultant (the "Consultant") for the subject project. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices 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 the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I / We acknowledge the right of the Authority to reject our Bid 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 Bidder, 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 the Authority;
 - (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 the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of 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 Bidders 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 the Authority (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 as 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.
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 the Authority 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 separately on the e procurement platform as per procedure along with Annexure-A to prove our financial details. The contents uploaded on the e –procurement platform shall constitute the Bid 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 Bidder)

ANNEXURE 3: FORMAT FOR BIDDER'S EXPERIENCE IN PPP PROJECTS

CONSULTANCY SERVICES FOR SIMILAR PROJECTS I.E., PPP PROJECTS AND/OR PROJECT PREPARATORY WORKS WITH **RETAINERSHIP ENGAGEMENT** WITH ANY GOVERNMENT OR QUASI-GOVERNMENT ENTITIES IN THE LAST 5 YEARS.

S#	Name of Project and Year	Client Details	Project Location	Project Components	Nature of Retainership	Document Enclosed as Proof of Experience*
1						

TRANSACTION ADVISORY SERVICES FOR PPP PROJECTS **IN WHICH CONTRACT HAS BEEN AWARDED to the private player** AND TRANSACTION WAS COMPLETED/AWARDED IN THE LAST 10 (TEN) YEARS

S#	Name of Project and Year	Client Details	Project Components	Project Cost (Rs. Mn)	Project Award details	Document Enclosed as Proof of Experience*
1						

Signature : _____

Name: _____

Designation : _____

Company: _____

Date: _____

Notes:

*** The claimed experience shall be supported by project completion / Ongoing certificates issued by the clients towards documentary evidence. No project shall be repeated under different categories.**

ANNEXURE 4: 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:

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

9. Consultancy service experience

Sr. No	Year of Completion	Project Name	Project Cost (Rs. Mn)	Project Components	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

ANNEXURE 5: LIST OF TENTATIVE PROJECTS*

1. Sports Complex, Ameerpet
2. Sports Complex, Shaikpet
3. GHMC Public Parks including J Vengal Rao Park, Banjara Hills; Butterfly Park, Jubilee Hills; Nehru Park, Erragadda; KLY Park and Industrial Parks, Sanathnagar
4. Open Playgrounds at multiple locations

**It is to note that the above are tentative projects and GHMC-K at its discretion may undertake development of various other projects.*

ANNEXURE 6: PROFORMA - BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS (Name of the Contractor) (here in after called "the Tenderer") has submitted his tender response to NIT No..... dated:..... for the work
"....."

(Name of work) (hereinafter called "the tender").

KNOWN ALL MEN by these present that we
(Name and Address of Bank)..... (hereinafter called "the Bank" are bound unto / (name of the designated PAO) in the sum of* for which payment will and truly to be made to the said Department, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this day of2024

THE CONDITIONS of this obligation are:-

1. If after Tender opening the tenderer withdraws or modifies his Bid during the period of bid validity specified in the Form of Tender.
2. If the Tenderer having been notified of the acceptance of his bid by the Department during the period of validity.
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) Fails to submit the hard copies of the document as per RFP issued by Department if selected

We undertake to pay to the Department up to the above amount upon receipt of his first written demand, without the Department having to substantiate his demand, provided that in his demand the Department will note the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date** after the dead line for submission of Tenders as such deadline is stated in the Instructions to Tenders or as it may be extended by the Department, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK

WITNESS.....SEAL.....

(Signature, Name and Address)

- * The Tenderer should insert the amount of the EMD in words and figures denominated in Indian Rupee. This figure should be the same as shown in the NIT.
- ** 6 months for the deadline date for submission of Tender. Date should be inserted by the Department before the Tender documents are issued.

DRAFT AGREEMENT FOR PROJECT PREPARATION CONSULTANT'S SERVICES

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BY & BETWEEN

GREATER HYDERABAD MUNICIPAL CORPORATION

AND

[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 Twenty Four(2024)

BY & BETWEEN

Greater Hyderabad Municipal Corporation, the civic body that oversees Hyderabad, having its Office at “xxxxxxxxxxxxx”, represented herein by its Zonal Commissioner and acting through Superintendent Engineer(hereinafter referred to as “GHMC-Circle 17,KZ which expression, shall unless repugnant to the context or the meaning thereof, include its successors and assigns) of the FIRST PART

AND

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

[‘GHMC-K’ and ‘_____’ are hereinafter individually referred to as “**the Party**” and collectively as “**the Parties**”.]

WHEREAS

- A. GHMC-Circle-17 ,Khairathabad intends to procure the services of competent management consultants on retainerhip basis with the objective of ideating and advising GHMC-Khairathabad zone on various public infrastructure projects opportunities across the Khairatabad Zone under GHMC. Tentative list of opportunities is attached as Annexure- 5. The projects are inclusive of but not limited to these themes.(hereinafter referred to as the ‘**Projects**’)
- B. In furtherance thereof, GHMC-Khairathabad undertaken a competitive bidding process to procure the consultant indicated in (A) above.
- C. _____ also referred to as “**Consultant**” / “**Advisor**” / “**Retainer Consultant**” was selected pursuant to the RFP number# _____ issued dated _____ by GHMC-K and Letter of Award # _____ - dated _____ accorded to the Selected Bidder, which was duly acknowledged and accepted vide letter dated _____ from the Consultant.
- D. GHMC-Khairathabad,Circle-17 issued a Work Order vide W.O.No. _____ dated _____ in favor of THE CONSULTANT, informing its appointment as a consultant for project preparationservices for a Monthly Retainer Fee of Rs. _____ per month plus applicable GST.
- 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”** or **“Associate”** 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) **“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.
- h) **“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.
- i) **“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.
- j) **“Project Preparation”** means all activities in respect of a projects identified as part of this retainership program and shall include for each project one or more of the activities such as opportunities scanning and screening, conceptualization, identification up to and including preparation of broad project concept plans, block cost estimates and prefeasibility, bidding / contract documents preparation to enable invitation of bids for selection of Developer and also bid process management up to signing of the Agreement.

2. Objective

2.1. Institutional Arrangement

GHMC-Khairathabad hereby appoints the Consultant as a **‘Project Consultant’** wherein the Consultant shall offer its experience, knowledge, expertise towards facilitating development and implementation 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-Khairathabad shall jointly work together with a view to ensure that the engagements as a whole is sustainable.

2.2. 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. Roles & 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-Khairathabad 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-Khairathabad, Circle-17 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 / Telangana 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 / Telangana and the entire team has to be based in Hyderabad and should be available for meetings on a short notice.

10. Taxes and Duties

Unless otherwise specified in the Agreement, all fees and monies paid / to be paid to the Consultant by “GHMC-Khairathabad,Circle-17” 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-Khairathabad,Circle-17” 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 10 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-K’ 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 / Telangana, 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-Circle-17,KZ

For and on behalf of the Consultant

Authorised Signatory

Authorised Signatory

Name:

Name:

Designation:

Designation:

1. ANNEXURE – A

1.1. SCOPE OF PROJECT

As per RFP

2. ANNEXURE –B

PART-I

ROLE AND RESPONSIBILITIES OF PARTIES:

(To be modified to suit each proposal requirement)

2.1. Roles and Responsibilities

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

2.1.1. Role of the Consultant

- a) The Consultant will assist GHMC-Khairathabad identify and develop the project concepts and will assist in selection of an implementing agency (developers) who would undertake such identified projects.
- b) The Consultant will be accountable and responsible for its output and deliverables and will work seamlessly in close coordination with GHMC-Khairathabad as a team and keep GHMC-Khairathabad posted about progress and problems on a regular basis. The GHMC-Khairathabad will endeavor to resolve problems and difficulties raised by the Consultant in coordination with government authorities
- c) Engage competent resources to undertake scope of work.

2.1.2. Role of GHMC-Khairathabad, Circle-17.

- 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) 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-Khairathabad or any public agency of the government.
- c) Provide timely feedback and comments on all deliverables submitted by the Consultant.
- d) Ensure payment of fees to the Consultant in accordance with this Agreement
- e) Assistance in clearances etc.

PART-II

TIME SCHEDULE DELIVERABLES AND TIMELINES:

As per RFP

- 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.

3. 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** As per RFP

2) **Project Abandonment**

In the event, at any stage after the commencement of the professional services for the Project, GHMC-Khairathabad 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, etc the Consultant shall be entitled to receive, together with all applicable taxes, duties and levies, the following payments from GHMC-Circle-17,KZ.

Professional fees due in respect of the time period already completed and a proportionate amount of the professional fees due in respect of the month in process/ progress; 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 Preparation 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 **12 (twelve) 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 engagement 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-Khairatabad Circle-17 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) External Consultants

The Parties agree that the development of the Project may require additional project development support from external consultants over and above the key staff and the support staff for delivering discrete components of the Project beyond the scope of service specified in this agreement.

GHMC-Kand the Consultant may mutually decide to engage consultants having expertise / specialization in various areas/subjects, which may be considered essential during the course of development of the Project. In case desired by GHMC-Khairatabad, the total expenses incurred on engaging the services of external consultants for delivering specialized services (beyond scope of services specified under this agreement), in terms of the provisions of this clause, would be capitalized in the Project as a part project development cost and shall be recovered from the Implementing Agency.

5) 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.

6) 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.

7) Documents prepared by the Consultant to be property of EXECUTIVE ENGINEER, CIRCLE-17, KZ, GHMChairathabad, Circle-17, KZ.

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

8) Document / Equipment and materials furnished by EXECUTIVE ENGINEER, CIRCLE-17, KZ, GHMChairathabad, Circle-17, KZ.

Documents / Equipment and materials made available to the Consultant by GHMC-Khairathabad shall be the property of GHMC-Khairathabad and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall return to GHMC-Khairathabad 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-Khairathabad.

9) 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 Retainershipfees and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased accordingly by agreement between the Parties hereto.

10) 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 inforce 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 **three (03) 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-Khairathabad or by the Consultant, the Consultant shall be entitled to and GHMC-Khairathabad shall be liable to pay to the Consultant unconditionally the following:
 - i. The whole of the Retainer Fees due in respect of the months already completed and a proportionate amount of the Retainer Fees due in respect of the month in process and the Success Fee due and payable in relation to the projects that have been awarded; 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.

11) 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 Telangana 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 advertisements, notices, clarifications, printing of publicity material/literature/information memorandum etc, holding of meetings and conferences, press releases etc shall be borne directly by GHMC-Khairathabad.

12) 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- :
Khairathabad

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.

13) 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.

14) Performance Security

14.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 2 (two) months equivalent of monthly Retainer Fee (the “**Performance Security**”); provided, however, that the Consultant shall not be required to provide a Performance Security in the form of a bank guarantee or cash deposit or Demand Draft.

14.2 The Performance Security shall be returned to the Consultant at the end of one (1) month after the expiry of the Validity of this Agreement pursuant to Clause 10 above or satisfactory completion of services.

14.3 The Consultant may furnish a Bank Guarantee substantially in the form as specified by GHMC-K.

14.4 Encashment and appropriation of Performance Security.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement.

14.5 Penalty for deficiency in Services

In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.