

Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode under IALA Warangal.

January 2023



Request for Proposal

Volume 1: Instructions to Bidder

Telangana State Industrial Infrastructure Corporation Limited

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LIST OF ABBREVIATIONS

COD	Commercial Operation Date
Gol	Government of India
IST	Indian Standard Time
INR	Indian Rupees
LOA	Letter of Award
O&M	Operation and Maintenance
PIM	Project Information Memorandum
RFP	Request for Proposal
SPC	Special Purpose Company
TSIIC	Telangana State Industrial Infrastructure Corporation

GLOSSARY

Authority	Telangana State Industrial Infrastructure Corporation
Government	Government of Telangana
Highest Bidder	Bidder offering the highest upfront development premium
Member	Member of Consortium
Project	Development of Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode under IALA Warangal.

CONVERSION OF UNITS

1 hectare	2.4711 acres
1 acre	43559.66 sq. ft.
1 acre	4046.9 sq. m
1 acre	4839.963 sq. yards
1 sq. km	247.11 acres
1 sq. m	10.764 sq. ft.
1 meter	3.28 ft.
1 meter	1.09361 yards

LETTER OF INVITATION

To:

<Name and Address of the Purchaser of the Request for Proposal Document>

Subject: Invitation for Submission of Bid for ‘Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode Under IALA Warangal’.

Dear Madam / Sir,

We, the Telangana State Industrial Infrastructure Corporation Limited under our core objective of providing integrated infrastructure development for the state of Telangana, envisage the need to undertake development of Warangal International Convention Centre (WICC) on approximately 10 acres (40,468 sq. m.) of land located at Madikonda, Warangal, Telangana, India, on PPP Mode.

The Project is envisaged to be a Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, which is proposed to be developed at Madikonda, Warangal, Telangana, involving private developers.

We have earmarked about 10 acres (40,468 sq. m.) of land for the Project, which is envisaged to be an Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda along with other support facilities. This Request for Proposal (the “RFP”) document is for the Project, which is being proposed on approximately 10 acres (40,468 sq. m.) of land with about 200,000 sq. ft. of built-up area and corresponding car parking area.

We are pleased to invite you to participate in the bidding process and partner with the Government of Telangana in developing the proposed Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode Under IALA Warangal and contribute to the growth of the State of Telangana. This RFP document comprises of three volumes:

1. Volume 1: Instruction to the Bidders
2. Volume 2: Development Agreement
3. Volume 3: Project Information Memorandum

Please feel free to contact us if you need any clarifications and/or additional information.

Yours faithfully,
for Telangana State Industrial Infrastructure Corporation Limited

Vice Chairman & Managing Director



1.0 INTRODUCTION

1.1 BACKGROUND

- 1.1.1. The Telangana State Industrial Infrastructure Corporation Limited (hereinafter referred to as the 'Authority') under its core objective of providing integrated industrial infrastructure development for the state of Telangana, envisages the need to undertake development of Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode Under IALA Warangal (hereinafter referred to as the 'Project') on approximately 10 acres (40,468 sq. m.) of land (hereinafter referred to as the 'Project Site') located at Madikonda, Warangal, Telangana, India, on PPP mode. In this regard, the Authority has decided to carry out the bidding process for selection of a developer as the Bidder to whom the Project may be awarded, through a transparent bidding process.
- 1.1.2. The Authority has earmarked about 10 acres (40,468 sq. m.) of land for the Project, which is envisaged to be an Warangal International Convention Centre (WICC) with other support facilities. This RFP document is for the Project, which is being proposed on approximately 10 acres (40,468 sq. m.) land with about 300,000 sq. ft. of built-up area and corresponding car parking units (as per the development control & regulations). The minimum development obligations are listed as below:

Sl. No.	Description	Area In sq.ft	
A	Convention Centre cum Exhibition Centre(2,500 Pax)	50,000	sq. ft.
I	Convention Centre	30,000	sq. ft.
II	Small Meeting rooms	2,000	sq. ft.
III	Large Meeting rooms	5,000	sq. ft.
IV	Business Centre	5,000	sq. ft.
V	Pre-function and Circulation Spaces	8,000	sq. ft.
B	Business Hotel (150Keys)	150,000	sq.ft
C	Entertainment and F&B	50,000	sq. ft.
	Total	250,000	sq. ft.
D	Parking	As per GO 168	Surface Parking

- 1.1.3. The Selected Bidder, subsequent to the award of the Project, shall enter into a Development Agreement with the Authority, to act as the Developer and undertake and implement the Project (hereinafter referred to as the 'Developer').
- 1.1.4. The Developer shall be responsible for Design, finance, procurement, construction, development, operation, management, maintenance, and transfer of the Facilities as per the terms of Development Agreement for Warangal International Convention Centre (WICC), on Public Private Partnership mode under Design Built Finance Operate Transfer (DBFOT) Framework.
- 1.1.5. The estimated project cost is specified in Section 3.2 of Project Information Memorandum. The assessment of actual costs, however, will have to be made by the Bidders.

- 1.1.6. The Development Agreement enclosed as Volume 2 of this document, sets forth the detailed terms and conditions for grant of the rights to the Developer, including the scope of the Developer's services and obligations (hereinafter referred to as the 'Development Rights'). Bidders are advised to peruse the detailed terms and conditions contained in the draft Development Agreement, prior to formulation and submission of their Bids.
- 1.1.7. The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidders about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer set forth in the Development Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Development Rights to be awarded pursuant to this RFP document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP documents are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.8. The Authority shall receive Bids pursuant to this RFP document in accordance with the terms set forth in this RFP document and other documents to be provided by the Authority pursuant to this RFP document, as modified, altered, amended and clarified from time to time by the Authority (collectively hereinafter referred to as the 'Bidding Documents'), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3.2 for submission of Bids (hereinafter referred to as the 'Bid Due Date').
- 1.1.9. The RFP document can be downloaded from the website. The Bidder shall submit along with its Bid a RFP Processing fee of Rs. 29,500/- (Rupees Twenty Nine Thousand Five Hundred Only) including GST in the form of a non-refundable demand draft drawn in favour of 'Telangana State Industrial Infrastructure Corporation Limited', issued by a Nationalized Bank in India, payable at Hyderabad. Proposals unaccompanied with the RFP Processing Fee shall be liable to be rejected.

1.2 BRIEF DESCRIPTION OF THE BIDDING PROCESS

- 1.2.1 The Authority invites bidders (hereinafter referred to as the 'Bidder') to submit their Bids for the Project in accordance with the terms hereof. The Authority has adopted a single-stage three envelope bidding process (collectively referred to as the 'Bidding Process') for selection of the Bidder for award of the Project. The first envelope ('Key Submissions') shall be evaluated to ensure responsiveness of the Bids with the terms of the RFP document and second envelope ('Technical Bid') shall be evaluated to ensure qualification of the Bidders on the basis of the Technical and Financial Capacity of the Bidders. Subsequent to the evaluation of the Key Submissions and Technical Bid, the Authority shall evaluate the Financial Bids of the Bidders who qualify in the evaluation of the Key Submissions and Technical bid.
- 1.2.2 The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.3.2 for submission of bids (hereinafter referred to as the 'Bid Due Date').
- 1.2.3 The Bidding Documents include the draft Development Agreement for the Project and the Project Information Memorandum (hereinafter referred to as the 'PIM'). Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security equivalent to 1% of the Estimated Project Cost i.e. Rs. 17,500,000 /- (Indian Rupees One Crore Seventy Lakhs only) (hereinafter referred to as the 'Bid Security'), refundable not later than 60 (sixty) calendar days from the date of Award to the selected Bidder, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Development Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 240 (two hundred and forty) calendar days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 Bidders would need to submit the following sets of documents (one original and one copy) as part of their Bid.
- A. Envelope I - Documents mentioned in Clause 2.3.2(c) - 'Key Submissions'
 - B. Envelope II - Technical Bid along with Documents mentioned in Clause 2.3.2 (d) - 'Technical Bid'
 - C. Envelope III - Financial Offer as mentioned in Clause 2.3.2 (e) - 'Financial Bid'.
- 1.2.6 The evaluation of the Bid submissions would be carried out in the following four stages.
- A. Stage I: First stage would involve opening and evaluation of the Key Submissions and a test of responsiveness based on the provisions of Clause 3.2 of the RFP document. Those Bids found to be substantially responsive would be considered for evaluation in the second stage.
 - B. Stage II: In the second stage, the evaluation of the information furnished by the Bidders relating to their eligible experience comprising Technical Capacity and Financial Capacity ('Eligibility Criteria') would be undertaken as per Clause 3.3.9 of the RFP document and assessed as per Appendix - IV of RFP document. Those Bidders scoring 70 marks and above would be Technically Qualified Bidders and shall qualify for the next stage of evaluation.
 - C. Stage III: In the third stage, the Financial Proposal of the Technically Qualified Bidders will be opened for identifying the Selected Bidder.

- 1.2.7 Financial Proposals are invited for the Project on the basis of the Upfront Development Premium offered by a Bidder over and above the minimum upfront development premium (reserve price) of Rs. 6,80,00,000/- (Indian Rupees Six Crores Eighty Lakhs Only).

The upfront development premium quoted in the financial proposal shall be exclusive of GST.

- 1.2.8 Generally, the highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3.3.10(c) of this RFP document, be invited to match the Bid submitted by the Highest Bidder, in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

- 1.2.9 The selected bidder shall pay an annual rent of **Rs 67.00 (Indian Rupees Sixty Seven Only) per sq. m.** of land plus GST on acceptance of Letter of Acceptance. The annual rent shall be escalated at rate of 5% per annum for the entire term of the Development Agreement.

- 1.2.10 Bidders are advised to examine the Project in great detail, and to carry out, at their cost, such studies and to do such due diligence, as may be required for submitting their respective Bids for award of the Development Rights including implementation of the Project.

- 1.2.11 The total term of the development period is 33 years; on termination of the agreement, the Developer shall have the first right of refusal for a period of another 33 years, subject to the Developer matching the highest upfront premium offered by the bidder during the bidding process conducted after the expiry of the initial term of 33 years.

- 1.2.12 Further and other details of the process to be followed and the terms thereof are spelt out in this RFP document. Any queries or request for additional information concerning this RFP document shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.3.7. The envelopes/ communication shall clearly bear the following identification/ title:

‘Queries/Request for Additional Information: RFP Document for Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Telangana, India’.

1.3 SCHEDULE OF BIDDING PROCESS

- 1.3.1 The Authority invites bidders (hereinafter referred to as the ‘Bidder’) to submit their Bids for the Project in accordance with the terms hereof. The Authority has adopted a single-stage three envelope bidding process (collectively referred to as the ‘Bidding Process’) for selection of the Bidder for award of the Project. The first envelope (‘Key Submissions’) shall be evaluated to ensure responsiveness of the Bids with the terms of the RFP document and second envelope (‘Technical Bid’) shall be evaluated to ensure qualification of the Bidders on the basis of the Technical and Financial Capacity of the Bidders. Subsequent to the evaluation of the Key Submissions and Technical Bid, the Authority shall evaluate the Financial Bids of the Bidders who qualify in the evaluation of the Key Submissions and Technical Bid.

- 1.3.2 The Authority shall endeavour to adhere to the following schedule:

Sl.	Event Description	Date / Timeframe
1.	Notice Inviting Tender	31 st January, 2023

2.	Last Date for Receiving Queries on RFP Document	6 th February, 2023
3.	Pre-Bid Conference	7 th February, 2023, 10:30
4.	Authority's Responses to the Queries	8 th February, 2023
5.	Bid Due Date	15 February 2023 up to 1600 Hours
6.	Bid Opening Date	15 February 2023 1630 Hours
7.	Financial Bid Opening	Will be intimated in due course

1.3.3 All queries on the RFP document shall be addressed to

The Chief Engineer,
Telangana State Industrial Infrastructure Corporation (TSIIC)
6th Floor, Parishrama Bhavan, Basheerbagh, Hyderabad – 500 004
Telangana State
Phone: 040- 23237625 Extn. 711

1.3.4 Pre-Bid Conference will be held on date mentioned in Clause 1.3.2. above. Venue of the Pre-Bid Conference is given below:

Parishrama Bhavanam,
6th Floor, 5-9-58/B,
Fateh Maidan Road,
Basheerbagh,
Hyderabad - 500 004

2.0 INSTRUCTIONS TO THE BIDDERS

2.1 GENERAL TERMS OF BIDDING

- 2.1.1 A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 a) The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium; and b) A single entity Bidder shall either be a company incorporated under the Companies Act, 1956 or a body corporate incorporated under the applicable laws of its origin. Further, in case of a Consortium, each of the entities forming the Consortium (the "Member(s)") shall either be a company registered under the Companies Act, 1956 or a body corporate incorporated under the applicable laws of its origin. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.21 below.
- 2.1.3 The PIM of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the PIM shall be binding on the Authority and / or its consultants/ advisors, nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP document, the detailed terms specified in the draft Development Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Development Agreement.
- 2.1.5 The Financial Bid should be furnished in the format at Appendix - V, clearly indicating the absolute upfront development premium offered by the bidder over and above the minimum upfront development premium (reserve price) as prescribed in Clause 1.2.7 of the RfP document and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be considered.
- 2.1.6 The Financial Bid shall consist of an absolute upfront development premium ('Development Premium'), to be quoted by the Bidder over and above the minimum upfront development premium (reserve price) as prescribed in the RfP document. The upfront development premium shall be paid by the developer to the Authority, as per the terms and conditions of this RFP document and the provisions of the Development Agreement.
- 2.1.7 The Bidder shall deposit a Bid Security of equivalent to 1% of the Estimated Project Cost i.e., Rs. 17,500,000 /- (Indian Rupees One Crore Seventy Five Lakhs only) in accordance with the provisions of this RFP document. The Bidder has the option to provide the Bid Security in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix - VII or in the form of Demand Draft in favour of "Telangana State Industrial Infrastructure Corporation Limited", issued by a Nationalized Bank in India and payable at Hyderabad.

- 2.1.8 The validity period of the Bank Guarantee, as the case may be, shall not be less than 240 (two hundred and forty) calendar days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder (H1) and Second Selected Bidder (H2) whose Bid Security shall be retained till the Selected Bidder (H1) has provided a Performance Security under the Development Agreement.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix - III.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13 The Bidding Documents including this RFP document and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.14 Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Development Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any

other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member, or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- (f) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial, or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the Letter of Award (the “LOA”) or (ii) execution of the Development Agreement. In the event any such adviser is engaged by the Selected Bidder or Developer, as the case may be, after issue of the LOA or execution of the Development Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Development Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Development Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Developer for the same.

2.1.16 This RFP document is not transferable.

2.1.17 Any award of Development rights pursuant to this RFP document shall be subject to the terms of Bidding Documents.

2.1.18 To be eligible, a Bidder shall fulfil the following conditions of eligibility:

(A) (Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall meet the requirements set out below (the “Threshold Technical Capacity”).

- The Bidder shall have minimum of 5 (five) years of experience demonstrated through audited financial statements;
- Development or Construction experience of a Single Project of size of at least 250,000 sq. ft. of leasable area specified in Clause 3.3.3; or
- Development and/ or Construction experience of at most 3 (three) Projects totalling to at least 250,000 sq. ft. of leasable area with the minimum project size being at least 85,000 sq. ft. of each project, specified in Clause 3.3.3.

For the purpose of this RFP document, Project here means Hotel (Not less than 3-Star Category), Convention Centre, Exhibition Centre, Retail Space, Business Centers, Commercial Office etc.

The Bidder shall have completed Eligible Project, as Defined in Clause no2.1.18, 3.3.3&3.3.4 and the same shall be evaluated as per the Clause No.3.3.9

(B) For demonstrating financial capacity in terms of turnover and net worth (the “Financial Capacity”), the Bidder shall meet the requirements set out below (the “Threshold Financial Capacity”)

- The Bidder shall demonstrate the financial turnover (including subsidiary companies/ SPCs) as per the formula ‘ $2 \cdot A \cdot n - B \geq \text{Project Cost}$ ’ wherein A represents maximum annual turnover achieved over last 5 years, for which audited financial statements are available; n represents construction period in years (i.e. 3 years in the case of present Bid); and B represents Volume of Ongoing Works in Hand. The Bidder to submit a declaration on the Volume of Ongoing Works in Hand, duly by certified their Statutory Auditor. For the purpose of assessment, Project Cost should be taken as Rs. 175 Crores including interest during construction but excluding upfront development premium, and annual rent (during construction).
- In case of Consortium, the aggregate financial turnover of the consortium members (maximum 3 members) should satisfy the formula ‘ $2 \cdot A \cdot n - B \geq \text{Project Cost}$ ’.
- The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of Rs. 43.75 Crore (Rupees Forty Three Crores Seventy Five Lakhs) as at the close of the preceding financial year, for which audited financial statements are available i.e., 31 March 2022.
- In case of Consortium, the aggregate Net Worth of the consortium members (maximum 3 members) should add up to Rs. 43.75 Crore (Rupees Forty Three Crores Seventy Five Lakhs) as at the close of the preceding financial year, for which audited financial statements are available i.e., 31 March 2022.

2.1.19 The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix - I, complete with its Annexures, the following:

- (a) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.1.18.(A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), he should further support his claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

- (b) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.1.19.(ii). For the purposes of this RFP document, net worth (the “Net Worth”) shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and accrued liabilities.

In case of a Consortium, the combined Technical Capacity and Financial Capacity of those Members, who have and shall continue to have an equity share of at least 26% each in the SPC, should satisfy the above conditions of eligibility; provided that each such Member shall, commencing from Agreement Date and up till 3 (three) calendar years from the date of signing of the Development Agreement or project completion date, whichever is later, hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the SPC; and (ii) 5% (five percent) of the Total Project Cost specified in the Development Agreement.

2.1.20 The Bidder should submit a Power of Attorney as per the format at Appendix - II, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix - III.

2.1.21 Where the Bidder is a consortium, it shall form an appropriate Special Purpose Company, incorporated under the Indian Companies Act 1956 / 2013 (the “SPC”) to act as the Developer, execute the Development Agreement and implement the Project. It shall, in addition to forming an SPC, comply with the following additional requirements:

- (a) Number of members in a consortium should be limited to 3 (three);
- (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Consortium;
- (c) Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share of at least 26% paid up and subscribed equity of the SPC. The nomination shall be supported by a Power of Attorney, as per the format at Appendix - III, signed by all the other members of the Consortium;
- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical and obligations;
- (e) An individual Bidder cannot at the same time be member of a Consortium, bidding for the Project. Further, a member of a particular Bidder Consortium cannot be a member of any other Bidder Consortium bidding for the Project;
- (f) The Members of a Consortium shall form an appropriate SPC to execute the Project if awarded to the Consortium;
- (g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix - VI (the “Joint Bidding Agreement”) for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:
 - i. convey the intent to form an SPC with shareholding/ ownership equity commitment(s) in accordance with this RFP document, which would

enter into the Development Agreement and subsequently carry out all the responsibilities as Developer in terms of the Development Agreement, in case the developer rightsto undertake the Project is awarded to the Consortium;

- ii. clearly outline the proposed roles and responsibilities of each member at each stage;
- iii. commit the minimum equity stake to be held by each member;
- iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPC and shall further commit that each such member shall, commencing from the Agreement Date and up till 3 (Three) years from the date of signing of the Development Agreement or Project completion date, whichever is later, hold equity share capital of not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC; and (ii) 5% (five percent) of the Total Project Cost specified in the Development Agreement;
- v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty one percent) of the subscribed and paid-up equity of the SPC at all times until the Project completion date; and
- vi. include a statement to the effect that all members of the Consortium shall, be liable jointly and severally for all obligations of the Developer in relation to the Project until the Project completion date is achieved in accordance with the Development Agreement; and

(Note: A copy of the Jt. Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive)

- vii. except as provided under this RFP document and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.1.22 Any entity which has been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.23 An Bidder/ Consortium Member should, in the last three years, 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 nor have had any contract terminated for breach by such Bidder/ Consortium Member.

2.1.24 In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.1.18, 2.1.19 and 3.3.3, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP document, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or

corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

2.1.25 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making do provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) Bidders should demonstrate their capacity in accordance with Clauses 2.1.18, 2.1.19 and 3.3.3; and
- (d) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.1.26 While Qualification is open to persons from any country, the following provisions shall be applicable:

- (a) Where, on the Bid Due Date, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid-up equity share capital in a Bidder or any of the constituents of a Consortium is held by persons resident outside India or where a Bidder or any of the constituents of a Consortium is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the Bid Due Date, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid-up equity share capital or control (by persons resident outside India) in or of the Bidder or any of the constituents of a Consortium;

then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in its shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process

2.1.27 Change in Composition of the Consortium: No change in the composition of the Consortium shall be permitted after the Bid Due Date

2.1.28 Change in Ownership

- (a) The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid-up equity capital of the Developer, shall not be less than 51% (fifty one percent), at all times commencing from the date of execution of the Development Agreement and up till 3 (three) calendar years from the date of signing of the Development Agreement or Project completion date, whichever is later (the "Lock-in Period").
- (b) Further, in case the Selected Bidder is a Consortium, those of its Consortium Members, whose Technical and Financial Capacity shall be taken into consideration for the purposes of evaluation and qualification hereunder, shall at all times during the Lock-in Period, hold equity share capital representing not less than: (i) 26% (twenty-six per cent) of the subscribed and paid-up equity of the Developer; and (ii) 5% (five per cent) of the Total Project Cost specified in the Development Agreement.
- (c) The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Development Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Development Agreement, be deemed to be a breach of the Development Agreement and dealt with as such thereunder.
- (d) By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP document, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Development Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Development Agreement, be deemed to be a breach of the Development Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Developer. In such an event, notwithstanding anything to the contrary contained in the Development Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Development Agreement or otherwise.

2.1.29 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.1.30 Site Visit and Verification of Information

- (a) Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, traffic volumes, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of

materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

- (b) It shall be deemed that by submitting a Bid, the Bidder has:
- i. made a complete and careful examination of the Bidding Documents;
 - ii. received all relevant information requested from the Authority;
 - iii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.1.30 above;
 - iv. satisfied itself about all matters, things and information including matters referred to in Clause 2.1.30 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.1.30 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Development Agreement
 - vi. acknowledged that it does not have a Conflict of Interest; and
 - vii. agreed to be bound by the undertakings provided by it under and in terms hereof.
- (c) 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 document, the Bidding Documents, or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.1.31 Right to Accept and to Reject any or all Bids

- (a) Notwithstanding anything contained in this RFP document, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons therefor.
- (b) The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- i. at any time, a material misrepresentation is made or uncovered, or
 - ii. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

- (c) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
- i. invite the remaining Bidders to submit their Bids in accordance with this RFP document; or
 - ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.1.32 In case it is found during the evaluation or at any time before signing of the Development Agreement or after its execution and during the period of subsistence thereof, including the Development Rights thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the Development Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Development Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Developer, as the case may be, without the Authority being liable in any manner whatsoever to the Bidder or Developer, as the case may be. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Development Agreement, or otherwise.

2.1.33 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.2 DOCUMENTS

2.2.1 Contents of the RFP Document: This RFP document, titled as 'Instructions to Bidders', Volume 1 of the Bidding Documents, comprises the Letter of Invitation, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.2.4.

Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Evaluation of Bids
Section 4	Miscellaneous
Section 5	Appendices and Annexures
	Appendix - I: Letter Comprising the Bid
	Annexure - I: Details of Bidder
	Annexure - II: Technical Capacity of the Bidder
	Annexure - III: Financial Capacity of the Bidder
	Annexure - IV: Details of Eligible Projects
	Annexure - V: Statement of Legal Capacity
	Appendix - II: Power of Attorney for signing of Bid
	Appendix - III: Power of Attorney for Lead Member of Consortium

- Appendix - IV: Format of Technical Proposal Evaluation
- Appendix - V: Format of Financial Proposal
- Appendix - VI: Joint Bidding Agreement for Consortium
- Appendix - VII: Bank Guarantee for Bid Security
- Appendix - VIII: Draft Letter of Award to the Selected Bidder

2.2.2 The Draft Development Agreement (Volume II) and the Project Information Memorandum (Volume III) provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP document.

2.2.3 Clarifications

- (a) Bidders requiring any clarification on the RFP document may notify the Authority in writing or by fax and e-mail to the address provided in Clause 1.3.3. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3.2. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- (b) The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- (c) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority. The Authority will also upload such clarifications in its website (<https://tsiic.telangana.gov.in/>) and will not be responsible for any bidder not receiving any project related clarification from the Authority.

2.2.4 Amendment of RFP document

- (a) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addenda.
- (b) Any Addendum issued hereunder will be in writing and shall be uploaded on the website.
- (c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.3 PREPARATION AND SUBMISSION OF BIDS

2.3.1 Format and Signing of Bid

- (a) The Bidder shall provide all the information sought under this RFP document. The Authority will evaluate only those Bids that are received in the required

formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

- (b) The Bid and its copies shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together.
- (c) The Bidder shall submit one original and one copy of the entire Bid. In the event of any discrepancy between the original and the copies, the original shall prevail.

2.3.2 Sealing and Marking of Bids

- (a) The Bidder shall submit the Bids in the manner specified in this Clause 2.3.2.
- (b) The Bidder shall submit the Bids in three separate covers comprising the following documents and marked as “Key Submissions”, “Technical Proposal” and “Financial Proposal”.
- (c) Envelope I: “Key Submission”:
 - i. Non-refundable Demand Draft of Rs. 29,500/- (Rupees Twenty Nine Thousand Five Hundred Only) including GST from a Nationalized Bank of India in favor of “Telangana State Industrial Infrastructure Corporation”, payable at Hyderabad towards the cost of the RFP Processing Fee.
 - ii. Letter accompanying the Bid in the prescribed format at Appendix - I along with Annexures and supporting documents (substantiating Technical and Financial Capacity);
 - iii. Bid Security as DD or Bank Guarantee in the format at Appendix - VII;
 - iv. Technical Capacity of Bidder in the format at Annexure - II (without supporting documents)
 - v. Financial Capacity of the Bidder in the format at Annexure - III (without supporting documents)
 - vi. Self-Declaration that all the forms and formats has been provided in the Technical Bid (Envelop II)
- (d) Envelope II: “Technical Proposal”:
 - i. Power of Attorney for signing of Bid in the prescribed format (Appendix - II);
 - ii. If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix - III);
 - iii. Copy of Memorandum and Articles of Association, of the Bidder/ Consortium Member is a body corporate, and in case of the

- Partnership firm the partnership firm should furnish partnership deed;
- iv. Copies of supporting Documents for Evaluation of Technical Capacity;
 - v. Copies of Bidder's or each Consortium Member's duly audited balance sheet, annual reports and profit and loss account for the preceding 5 (five) years for which audited financial statements are available;
 - vi. Self-declaration on Volume of Ongoing Works in Hand, duly certified their Statutory Auditor;
 - vii. Copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix - VI;
 - viii. A copy of the Development Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (b) hereinabove.

The Envelope marked Key Submissions and Technical Bid shall not contain any financial condition/ reservation or any such information which may have a bearing on the Financial Bid. Key Submissions and Technical Bid containing financial proposals and or financial information/ conditions (unless specifically sought) shall be liable to rejection (and forfeiture of Bid Security).

- (e) Envelope III: "Financial Proposal", consisting absolute upfront development premium offered by the bidder over and above the minimum upfront development premium (reserve price) prescribed by the Authority in the RFP shall be submitted as per the format provided at Appendix - V of this document.

- 2.3.3 The Bidder shall seal each of the above three envelopes of the Bid in separate covers and mark them as "Key Submissions", "Technical Proposal" and "Financial Proposal". The three sealed covers shall then be placed in a single outer cover, clearly making each of the envelopes as "Original".
- 2.3.4 Similarly, the copies of three parts of the Bids shall be sealed in separate envelopes and placed in a single larger cover, clearly marking each of the envelopes as "COPY".
- 2.3.5 Both the original and the copy of the Bid shall be placed in an outer envelope and sealed.
- 2.3.6 Each of the envelopes (outer and inner) shall clearly bear the following identification and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of each of the envelopes

"Bid for Development of Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode under IALA Warangal.

- 2.3.7 Each of the envelopes shall be addressed to:

The Chief Engineer
Telangana State Industrial Infrastructure Corporation Limited
Parisrama Bhavanam,

- 6th Floor, 5-9-58/B,
Fateh Maidan Road,
Basheerbagh,
Hyderabad - 500 004
E-Mail Address: ce-iic@telangana.gov.in
- 2.3.8 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 2.3.9 Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- 2.3.10 Language: The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.3.11 Bid Due Date: Bids should be submitted before 1600 Hours IST on the Bid Due Date at the address provided in Clause 2.3.7 in the manner and form as detailed in this RFP document. A receipt thereof should be obtained from the person specified at Clause 2.3.7. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.2.4 uniformly for all Bidders.
- 2.3.12 Late Bids: Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2.3.13 Financial Proposal: The Financial Proposal shall consist absolute upfront development premium offered by the bidder (as per Appendix-V). The bidder shall specify absolute upfront development premium offered by the bidder over and above the minimum upfront development premium (reserve price) as prescribed by the Authority in Clause 1.2.7 under the Project in accordance with this RfP document and the provisions of the Development Agreement.
- 2.3.14 The Project will be awarded to the Bidder quoting the highest upfront development premium in accordance with procedure described in the Clause 3.3.10
- 2.3.15 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP document.
- 2.3.16 The proposed Development Agreement shall be deemed to be part of the Bid.
- 2.3.17 Modifications/ Substitution/ Withdrawal of Bids
- (a) The Bidder may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
- (b) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.3.2, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

- (c) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

- 2.3.18 Rejection of Bids: Notwithstanding anything contained in this RFP document, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
- 2.3.19 Validity of Bids: The Bids shall be valid for a period of not less than 180 (one hundred and Eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.
- 2.3.20 Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.
- 2.3.21 Correspondence with the Bidder: Save and except as provided in this RFP document, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.4 BID SECURITY

- 2.4.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by a nationalized bank, in India, in favour of the Authority in the format at Appendix-VII (the "Bank Guarantee") and having a validity period of not less than 240 (two hundred forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required.
- 2.4.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.4.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.4.4 Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders (excluding Second Selected Bidder) will be returned by the Authority, without any interest, within 7 days of issue of LOA to the Preferred Bidder.
- 2.4.5 The Bid Security of Selected Bidder and Second Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Development Agreement and furnishing the Performance Security in accordance with the provisions thereof.

- 2.4.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.4.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.4.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Development Agreement, or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in Section 4 of this RFP document;
 - (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - (c) In the case of Selected Bidder, if it fails within the specified time limit
 - i. to sign and return the duplicate copy of LOA;
 - ii. to sign the Development Agreement; or
 - iii. to furnish the Performance Security within the period prescribed therefor in the Agreement; or
 - (d) In case the Selected Bidder, having signed the Development Agreement, commits any breach thereof prior to furnishing the Performance Security.

3.0 EVALUATION OF BIDS

3.1 OPENING AND EVALUATION OF BIDS

- 3.1.1 The Authority shall open the Bids at 1630 hours on the Bid Opening Date (as prescribed in section 1.3.2) Bid Due Date, at the place specified below and in the presence of the Bidders who choose to attend.

Telangana State Industrial Infrastructure Corporation Limited
Parisrama Bhavanam,
6th Floor, 5-9-58/B,
Fateh Maidan Road,
Basheerbagh,
Hyderabad - 500004.

- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors, or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.1.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.
- 3.1.6 To assist in the examination, evaluation and comparison of Bids, the Authority may utilize the services of its consultant(s) or advisor(s).

3.2 TESTS OF RESPONSIVENESS

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive only if:
- (a) it is accompanied by the Bid Security as specified in Clause 2.1.7;
 - (b) it is accompanied by the RFP Processing fee
 - (c) it adheres to all the formats at Appendix-I to VIII and it's all Annexures;
 - (d) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.3.11;
 - (e) Duly Filled up Annexure - I to Annexure - V of Appendix 1
- 3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 EVALUATION PARAMETERS

- 3.3.1 Only those Bidders whose Bids are adjudged to be responsive shall qualify for evaluation under this Section.
- 3.3.2 The Bidder's competence and capacity is proposed to be established by the parameters as detailed in Clause 2.1.18 of this RFP document for a) Technical Capacity; and b) Financial Capacity. Further, all the supporting documents shall be evaluated with respect to submission of the Bids.

- 3.3.3 Technical Capacity for Purposes of Evaluation: For the purposes of this RFP document, more particularly for the purposes of Clause 2.1.18, the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 3.3.4 (the "Eligible Projects"):

For the purpose of this RFP document: Here, Project means IT Parks / Commercial Office Buildings/ Hotel (Not less than 3-star Category), Commercial Complex, Retail Space, Business Centers, etc.

- 3.3.4 Eligible Experience shall be measured only for Eligible Projects. For a project to qualify as an Eligible Project:

- (a) It should have been undertaken on Joint Development, BOT, BOLT, BOO, BOOT, or other similar basis for providing its output or services to a public sector entity or private or self-development for providing non-discriminatory access to users in pursuance of its charter, joint development or concession or contract, as the case may be;
- (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% equity during the period for which Eligible Experience is being claimed; and
- (c) the entity claiming experience shall, during the past 5 (five) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from collection of users charges from the users, but shall not include revenues from sale or provision of goods or services such as electricity, gas, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

- 3.3.5 The Bidder shall quote experience in respect of a particular Eligible Project, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form. Further, the Project should have been executed by the entity, majority stake of which is held by the Bidder considered for evaluation.

- 3.3.6 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

- 3.3.7 Details of Experience

- (a) The Bidder should furnish the details of Eligible Experience as set out in Clause 2.1.18 (A) (I) for the past 5 (five) years preceding the Bid Due date.

- (b) The Bidders must provide the necessary information relating to Technical Capacity set out in Clause 2.1.18 (A) (I) as per format at Annexure - II of Appendix - I and shall furnish the required project-specific information and evidence in support thereof as per the format provided in Annexure - IV of Appendix - I.

3.3.8 Financial information for Purposes of Evaluation

- (a) The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for last 5 (five) financial years from the Bid Due Date for which audited financial statements are available.
- (b) The Bidder must qualify under Turnover evaluation criteria and establish a minimum Net Worth as specified in Clause 2.1.18(B), and provide details as per format at Annexure -III of Appendix - I.

3.3.9 Evaluation of Technical Proposal

- (a) The Technical Proposal of all the Bidders whose Bids are adjudged as responsive in terms of Clause 3.2.1 and who meet the Eligibility Criteria as per the terms of Clause 2.1.18 will be evaluated.
- (b) Subsequently, the Technical Proposals would be evaluated on the various aspects set out in Appendix - IV.
- (c) Bidders who achieve a minimum score of 70 marks out of a total of 100 (the "Technically Qualified Bidders") would be considered for further evaluation.

3.3.10 Selection of Bidder

- (a) The Financial Proposal of only Technically Qualified Bidders shall be opened and the Bidder offering the highest Upfront Development premium as per Clause 2.3.13 to the Authority shall be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- (b) In the event that two or more Bidders quote the same Upfront Development premium (the "Tie Bidders"), the Authority shall identify the Selected Bidder who has scored highest Technical Score among the Tie Bidders.
- (c) In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "First Round of Bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "Second Round of Bidding"). If in the Second Round of Bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the Second Round of Bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the First Round of Bidding offer to match the said Highest Bidder in the Second Round of Bidding, the said third highest Bidder shall be the Selected Bidder.
- (d) In the event that no Bidder offers to match the Highest Bidder in the Second Round of Bidding as specified in Clause (c), the Authority may, in its discretion, invite fresh Bids (the "Third Round of Bidding") from all Bidders except the

Highest Bidder of the First Round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the Third Round of Bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the First Round of Bidding.

- (e) After selection, a LOA shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof along with the Upfront development premium, annual rent and Performance Security. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date and/ or non-payment of Upfront development premium, annual rent and Performance Security, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- (f) After acknowledgement of the LOA and payment of Upfront development premium, annual rent and Performance Security as aforesaid by the Selected Bidder, it shall cause the Developer to execute the Development Agreement within the period prescribed. The Selected Bidder/ Developer shall not be entitled to seek any deviation, modification, or amendment in the Development Agreement.

3.3.11 Contacts during Bid Evaluation: Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4.0 MISCELLANEOUS

4.1 FRAUD AND CORRUPT PRACTICES

- 4.1.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Development Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Development Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Development Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Developer, as the case may be, if it determines that the Bidder or Developer, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Development Agreement, or otherwise.
- 4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Development Agreement, or otherwise if a Bidder or Developer, 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 Bidding Process, or after the issue of the LOA or the execution of the Development Agreement, such Bidder or Developer shall not be eligible to participate in any tender or RFP document issued by the Authority during a period of 2 (two) years from the date such Bidder or Developer, 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 practices, as the case may be.
- 4.1.3 For the purposes of this Clause 4.1, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding 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 Bidding Process or the LOA or has dealt with matters concerning the Development 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 Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Development Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Development Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) “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 Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “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 Bidding Process.

4.2 PRE-BID CONFERENCE

- 4.2.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time, and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 4.2.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

4.3 OTHERS

- 4.3.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Hyderabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 4.3.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 4.3.3 It shall be deemed that by submitting the Bid, 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

5.0 APPENDICES AND ANNEXURES

Appendix - I Letter Accompanying the Bid

(Refer Clauses 2.3.2(b))

Dated:

To,

The Vice Chairman & Managing Director
Parisrama Bhavanam, 6th Floor, 5-9-58/B,
Fateh Maidan Road,
Basheerbagh,
Hyderabad - 500 004

Dear Sir,

Subject: Bid for 'Development of Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode under IALA Warangal.'

With reference to your RFP document dated ***** I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified:

- 1) I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Developer for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 2) This statement is made for the express purpose of our selection as Developer for the design, build, finance, operate and transfer of the aforesaid Project.
- 3) I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
- 4) I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 5) I/ We certify that in the last five years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 6) I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

- b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
 - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.1.3 of the RFP document, in respect of any tender or RFP document issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice; and
 - e) the undertakings given by us along with the Bid in response to this RFP document for the Project are true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 7) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.3.18 of the RFP document.
- 8) I/ We believe that we/ our Consortium satisfy(s) the Financial Turnover and Net Worth criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document.
- 9) I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
- 10) I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11) I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 12) I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
- 13) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 14) I/ We acknowledge and undertake that in case selected for the Project, we (single entity/ Consortium members collectively) shall hold at least 51% (fifty one percent) of the subscribed and paid-up equity of the Developer/ SPC for the Lock-In Period for this Project.
- 15) I/We further undertake and acknowledge that each of the Consortium Members whose Technical Capacity and Financial Capacity will be considered for the purposes of evaluation and short listing hereunder shall, up for the Lock-in Period of the Project, hold equity share capital not less than: (i) 26% (twenty-six per cent) of the subscribed and paid-up equity of the Developer; and (ii) 5% (five per cent) of the Total Project Cost specified in the RfP. We

further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Development Agreement in respect of Change in Ownership.

- 16) I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity is being relied upon and will be taken into consideration for the purposes of short-listing under and in accordance with the RFP document, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event change in control occurs after signing of the Development Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Development Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- 17) 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 in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
- 18) In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Development Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 19) I/ We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Development Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Development Rights.
- 20) I/ We offer a Bid Security of Rs. 17,500,000 /- (Indian Rupees One Crore Seventy Five Lakhs only) to the Authority in accordance with the RFP document. The Bid Security in the form of a Demand Draft/ Bank Guarantee is attached.
- 21) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- 22) The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP document, draft Development Agreement, our own estimates of costs and demand and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
- 23) I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 24) {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Developer/ SPC under the Development Agreement in accordance with the Development Agreement.}
- 25) I/ We shall keep this offer valid for 180 (one hundred and eighty) calendar days from the Bid Due Date specified in the RFP document.

In witness thereof, I/we submit this Bid 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 Bidder/Lead Member

Date and Place:

Annexure - I Details of Bidder

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in [this/ these Project(s)]:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.21 (g) should be attached to the Bid.
 - (c) Information regarding role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role {Refer Clause 2.1.21 (d)}	Percentage of equity in the Consortium {Refer Clauses 2.1.21 (a), (c) & (g)}
1			
2			
3			
4			

6. The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

Sl.	Criteria	Yes	No
1	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise).		

Sl.	Criteria	Yes	No
2	If the answer to 1 is yes , does the bar subsist as on the date of Bid?		
3	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been legalized due to any other reason in relation to execution of a contract, in the last three years?		

A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

Annexure - II Technical Capacity of the Bidder

(Refer to Clauses 2.1.18 (A), 3.3.3 and 3.3.4 of the RFP document)

Bidder Type ^{1/} (1)	Member Code ^{2/} (2)	Project Code ^{3/} (3)	Category ^{4/} (4)	Experience ^{5/} (5)
Single entity Bidder / Lead Member		A		
		B		
		C		
Consortium Member 2		2A		
		2B		
		2C		
Consortium Member 3		3A		
		3B		
		3C		

Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.24 and/ or by a project company eligible under Clause 3.3.4 (b). In case the Bid Due Date falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years preceding its latest financial year.

^{1/} A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.1.24, shall be provided.

^{2/} Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, O&M means Operation & Maintenance Member, OM means Other Member.

^{3/} Refer Annexure - IV of this Appendix - I. Add more rows if necessary.

^{4/} Refer Clause 3.3.3.

^{5/} Refer Clauses 2.1.18 (A).

The Bidder shall provide information on experience and technical capability as per the formats given. The Authority reserves the right to verify the successful operation and performance of the qualifying project/s mentioned in the formats and the Bidder shall arrange permissions for visiting these installations, if such a request is made by Authority at his cost.

Annexure - III Financial Capacity of the Bidder

(Refer to Clauses 2.1.18 (B), 2.1.19 (ii) and 3.3.8 of the RFP document)

Bidder Type ^{1/}	Member Code ^{2/}	Maximum Annual Turnover (Rs. Crores) of Last 5 Years	Qualification as per Turnover Criteria (Value)	Net Worth (Rs. Crores)
(1)	(2)	(3)	(4)	(5)
Single entity Bidder / Lead Member				
Consortium Member 2				
Consortium Member 3				
TOTAL				

^{1/} A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

^{2/} Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, O&M means Operation & Maintenance Member, OM means Other Member..

Instructions:

- 1) The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years, for which audited financial statements are available, preceding the Bid Due Date. The financial statements shall:
 - i) reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
 - ii) be audited by a statutory auditor;
 - iii) be complete, including all notes to the financial statements; and
 - iv) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 2) Formula to be used for assessing qualification as per turnover criteria is '**2*A*n-B >= Project Cost**' wherein **A** represents maximum annual turnover achieved over last 5 years, for which audited financial statements are available; **n** represents construction period in years (i.e.3in the case of present Bid); and **B** represents Volume of Ongoing Works in Hand. Bidders qualifying under the qualification criteria shall present the score as ratio of **2*A*n-B** to **Project Cost**, wherein the Project Cost should be taken as **Rs175Crores** including interest during construction but excluding upfront development premium, and annual rent (during construction).
- 3) Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities). Net Worth shall be stated in the above table for the latest completed financial year, preceding the Bid Due Date, for which audited financial statement is available.
- 4) In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.1.21(g) of the RFP document.
- 5) The Bidder shall also provide the name and address of the Bankers to the Bidder.
- 6) The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.1.19(ii) of the RFP document.

- The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.1.24.
- For conversion of US Dollars to Rupees, the rate of conversion shall be as on the date 60 (sixty) days prior to the Bid Due Date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Annexure - IV

Details of Eligible Projects

(Refer to Clauses 2.1.18 (A), 3.3.3 and 3.3.4 of the RFP document)

Project Code:

Member Code:

Item	Particulars of the Project
(1)	(2)
Title & Nature of the Project	
Entity for which the Project was Constructed/ Developed	
Location	
Project Cost	
Project Size (sq. ft.)	
Date of Commencement of Project/ Contract	
Date of Completion/ Commissioning	
Equity Shareholding (with period during which equity was held)	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)	

Instructions:

1. Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.3.4 of the RFP document, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, O&M means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
5. Please provide particulars such as name, address, and contact details of owner/ Authority/ Agency (i.e., concession grantor, counter party to PPA, etc.)/ Private Entity for each eligible project.

6. For all Eligible Projects, the date of commissioning of the project, upon completion, should be indicated. Further, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.3.4).
7. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
8. Certificate from the Client on completion of the Project with relevant details like project built-up area, project start date and completion date shall be provided for all the eligible projects.
9. It may be noted that in the absence of any detail, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Threshold Technical Capacity.

Annexure - V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref.

Date:

To,
The Vice Chairman & Managing Director
Parisrama Bhavanam, 6th Floor, 5-9-58/B,
Fateh Maidan Road, Basheerbagh,
Hyderabad - 500 004

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document. We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP document. Further, the legalized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorised Signatory For and on behalf of

*Please strike out whichever is not applicable.

APPENDIX - II

Power of Attorney for Signing of Bid

(Refer Clause 2.1.9)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and legalized Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Development Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Development Agreement with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....
(Signature, name, designation, and address)

Witnesses:

1
2

Accepted Notarised

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

Notes:

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

APPENDIX - III

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.10)

Whereas the **** (the "Authority") has invited bids from qualified parties for the **** Project (the "Project").

Whereas,, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP document and other connected documents in respect of the Project, and

Whereas it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds, and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and legalized M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably legalized the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Development Rights/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Development Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For (Signature, Name & Title)

For (Signature, Name & Title)

For (Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)



Witnesses:

- 1
- 2

Notes:

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

APPENDIX -IV Format of Technical Proposal Evaluation

Sl. No.	Parameters	Maximum Marks
1	Technical Capacity	50
1.a	10 marks for the one Eligible Project subject to maximum of 40 marks	40
1.b	Concept Design of the Project	10
2.	Financial Capacity	50
2.1	<p>Qualification based on Turnover</p> <p>Formula to be used for assessing qualification as per turnover criteria is '$2*A*n-B \geq \text{Project Cost}$' wherein A represents maximum annual turnover achieved over last 5 years, for which audited financial statements are available; n represents construction period in years (i.e.,3years in the case of present Bid); and B represents Volume of Ongoing Works in Hand. For the purpose of evaluation, ratio of $2*A*n-B$ to Project Cost will be computed considering the Project Cost as Rs. 175 Crores including interest during construction but excluding upfront development premium, and annual rent (during construction).</p> <p>Note: Bidder scoring the maximum ratio of $2*A*n-B$ to Project Cost would be given the maximum marks of 25, and the rest of the bidders would be given relative marking.</p>	25
2.2	<p>Net Worth</p> <p>Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities). Net Worth as per the latest completed financial year, preceding the Bid Due Date, for which audited financial statement is available, will be considered.</p> <p>Note: Bidder having highest net worth but not less than Rs. 43.75 Crores, would be given the maximum marks of 25, and the rest of the bidders would be given relative marking.</p>	25
	Total	100

APPENDIX - V Format of Financial Bid

Date:

To,
The Vice Chairman & Managing Director
Telangana State Industrial Infrastructure Corporation
Parisrama Bhavanam, 6th Floor, 5-9-58/B,
Fateh Maidan Road, Basheerbagh,
Hyderabad - 500 004

Sub: 'Development of Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode under IALA Warangal.'

Sir,

We hereby submit our Financial Proposal and offer upfront development premium as per the following table for undertaking the aforesaid Project in accordance with the bidding documents and Development Agreement.

Sl. No.	Components	Total Amount (Rs.)
1	Upfront Development premium (Bid Parameter)	_____
2	Annual rent(excl. of GST) with 5% escalation per annum for the entire term of the Development Agreement Note: Successful Bidder shall be liable to pay applicable GST over the annual rent	_____

The upfront development premium quoted above in our offer is exclusive of applicable GST.

We have reviewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are and shall be no deviations from the stated terms in the RFP document.

Yours faithfully,

For and on behalf of

.....
(Name of the Bidder or Consortium Member)

(Signature of Authorized Signatory)

(Name and designation of the Authorised Person)

APPENDIX - VI

Joint Bidding Agreement for Consortium

(Refer Clause 2.1.21 (g))
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of..... 2015

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}¹³

The above-mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

A. _____, established under the _____, represented by its _____ and having its principal offices at _____] (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Proposal Document No. dated for selecting bidders for 'Development of Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode under IALA Warangal.' (The "Project").

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations: In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP document.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPC") under the Indian Companies Act 1956 / 2013 for entering into a Development Agreement with the Authority and for performing all its obligations as the Developer in terms of the Development Agreement for the Project.
4. Role of the Parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
- 4.1 Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Development Agreement when all the obligations of the SPC shall become effective;
- 4.2 {Party of the Second Part shall be {the Technical Member of the Consortium; and}
- 4.3 {Party of the Third Part shall be the Financial Member of the Consortium }
5. Sole Responsibility: Party of the First Part, who is Lead member of the Consortium having the power of attorney from all Parties, shall be solely responsible for conducting all business for and on behalf of the Consortium during the bidding process and assume sole responsibility for conducting all business for and on behalf of the Consortium if selected as Preferred Bidder.
6. Joint and Several Liabilities
- 6.1 The Parties do hereby undertake to be jointly and severally responsible for all liabilities relating to the Project and in accordance with the terms of the RFP document and the Development Agreement, till expiry of Lock-in Period under and in accordance with the Development Agreement.
- 6.2 Lead Member of the Consortium would be solely responsible for all the obligations related to Project and in accordance with the terms of the RFP document and the Development Agreement, till expiry of Lock-in Period under and in accordance with the Development Agreement
7. Shareholding in the SPC
- 7.1 The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:
- First Party:
- Second Party:
- {Third Party:}
- 7.2 The Parties undertake that a minimum of 26% (twenty six percent) of the subscribed and paid-up equity share capital of the SPC shall, for the Lock In Period, be held by the Parties of the First, {Second and Third} Part whose

experience, turnover and networth have been reckoned for the purposes of qualification and selection of the Bid for the Project in terms of the RFP document.

- 7.3 The Parties undertake that each of the Parties specified in Clause 7.2 above shall, for the Lock-in Period, hold subscribed, and paid-up equity share capital of SPC equivalent to at least 5% (five per cent) of the Total Project Cost.
 - 7.4 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity share capital of the SPC for the Lock-in Period of the Project.
 - 7.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Development Agreement.
8. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
- 8.1. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - 8.2. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. requires any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws, or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. creates or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances, or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - vi. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - vii. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
9. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect as prescribed in the the Development Agreement in case the Project is awarded to the Consortium. However, in case the Consortium is does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder.

10. Miscellaneous: This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PART
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX-VII

Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.1.19)

B.G. No. Dated:

- 1 In consideration of you, Telangana State Industrial Infrastructure Corporation Limited, having its office at Parisrama Bhavanam, 6th Floor, 5-9-58/B, Fateh Maidan Road, Basheer Bagh, Hyderabad - 500 004, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Development of Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode under IALA Warangal. (hereinafter referred to as the "Project") pursuant to the RFP document dated issued in respect of the Project and other related documents including without limitation the draft Development Agreement(hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount Rs. 17,500,000 /- (Indian Rupees One Crore Seventy Five Lakhs only)((hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest, or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- 2 Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive, and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 17,500,000 /- (Indian Rupees One Crore Seventy Five Lakhs only)(.
4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) calendar days from the Bid Due Date inclusive of a claim period of 60 (sixty) calendar days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the

- Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
 8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
 10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
 11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
 12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
 13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 17,500,000 /- (Indian Rupees One Crore Seventy Five Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 240 calendar days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorized official.



(Signature of the Authorized Signatory) (Official Seal)

APPENDIX-VIII

Draft Letter of Award to the Selected Bidder

<Name and Address of the Selected Bidder>

Subject: Letter of Award (LoA) for 'Development of Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode under IALA Warangal.'

Dear Madam / Sir,

- 1) We refer to your Proposal (the capitalized terms used herein shall have the same meaning as set forth in the Development Agreement), under the covering letter dated -----, submitted in response to the Request for Proposal (Reference No: -----, Dated: -----) on the subject.
- 2) We are pleased to inform you that your aforesaid Proposal, including the Financial Proposal of upfront development premium of _____(in words) exclusive of applicable GST over and above the minimum upfront development premium (reserve price) as prescribed below by the Authority in the RFP in accordance with terms of the Development Agreement has been accepted and you are selected as the 'Preferred Bidder' for the Project, subject to fulfilment of the following terms and conditions:
 - a. In case of consortium; you shall incorporate a Special Purpose Company () under the Indian Companies Act, 1956 or 2013, for implementing the Project;
 - b. In accordance with the provisions of the RFP document, the Development Agreement, the Developer shall design (as approved by Authority), finance, procure, construct, develop, operate, and transfer the Project,
 - c. Provide an acceptance to this 'Letter of Award' along with
 - i. Upfront development premium of _____ plus GST
 - ii. Annual rent of Rs. _____ plus GST
 - iii. Performance Security equivalent to 5% of the Estimated Project Cost i.e., of Rs 8,75,00,000 /- (Indian Rupees Eight Crores Seventy Five Lakh Only), thereof, in the form of a Demand Draft or Bank Guarantee, in favour of 'Telangana State Industrial Infrastructure Corporation Limited'
- 3) You shall sign the Development Agreement with the Telangana State Industrial Infrastructure Corporation Limited within 45 (forty five) calendar days from the date of acceptance of the Letter of Award.
- 4) In the event, you fail or refuse to provide the Performance Security, we shall forfeit the Bid Security provided by you leading to termination of this Letter of Award.
- 5) In addition to the above, you shall comply with all other requirements set out in the RFP document.

Kindly acknowledge receipt of this Letter of Award by signing the duplicate copy of Letter of Award. You are requested to confirm the acceptance of the Letter of Award along with Upfront development premium, annual rent and Performance Security as per terms of this Letter of Award and submit the same to us within 15 days from the date of this Letter of Award.

Yours Sincerely,



for and on behalf of Telangana State Industrial Infrastructure Corporation Limited

DISCLAIMER

The information contained in this Request for Proposal document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Telangana State Industrial Infrastructure Corporation Limited or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Request for Proposal document and such other terms and conditions subject to which such information is provided.

This Request for Proposal is not an agreement and is neither an offer nor invitation by the Telangana State Industrial Infrastructure Corporation Limited to the prospective Bidders or any other person. The purpose of this Request for Proposal document is to provide interested parties with information that may be useful to them in preparing their bids ('Bids') including all the necessary submissions and the financial offers pursuant to this Request for Proposal document. This Request for Proposal document includes statements, which reflect various assumptions and assessments arrived at by the Telangana State Industrial Infrastructure Corporation Limited in relation to the Development of Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode under IALA Warangal. ('Project'). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Request for Proposal document may not be appropriate for all persons, and it is not possible for the Telangana State Industrial Infrastructure Corporation Limited, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Request for Proposal document. The assumptions, assessments, statements and information contained in this Request for Proposal document 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, statements and information contained in this Request for Proposal document and obtain independent advice from appropriate sources.

Information provided in this Request for Proposal document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Telangana State Industrial Infrastructure Corporation Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

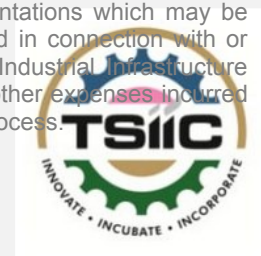
The Telangana State Industrial Infrastructure Corporation Limited, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Request for Proposal document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Request for Proposal document and any assessment, assumption, statement or information contained therein or deemed to form part of this Request for Proposal document or arising in any way during the Bidding Process.

The Telangana State Industrial Infrastructure Corporation Limited does not accept any liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Request for Proposal document.

The Telangana State Industrial Infrastructure Corporation Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Request for Proposal document. While efforts will be made to issue public notice of such amendment/supplement, bidders are advised to follow the Telangana State Industrial Infrastructure Corporation Limited's website (<http://tsiic.telangana.gov.in>) on a regular basis.

The issue of this Request for Proposal document does not imply that the Telangana State Industrial Infrastructure Corporation Limited is bound to select a Bidder or to appoint the Selected Bidder or Developer, as the case may be, for the Project and the Telangana State Industrial Infrastructure Corporation Limited reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Telangana State Industrial Infrastructure Corporation Limited or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Telangana State Industrial Infrastructure Corporation Limited shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



Telangana State Industrial Infrastructure Corporation Limited

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**Warangal International Convention Centre
(WICC) cum 3-Star Hotel @ IT Park
Madikonda, Warangal, Telangana on Public
Private Partnership (PPP) Mode under IALA
Warangal**

January 2023



Request for Proposal
Volume 2: Draft Lease Agreement

TelanganaState Industrial Infrastructure Corporation Limited

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LIST OF ABBREVIATIONS

Gol	Government of India
IST	Indian Standard Time
INR	Indian Rupees
LOA	Letter of Award
O&M	Operation and Maintenance
PIM	Project Information Memorandum
RFP	Request for Proposal
SPC	Special Purpose Company
TSIIC	Telangana State Industrial Infrastructure Corporation

GLOSSARY

Authority	Telangana State Industrial Infrastructure Corporation
Government	Government of Telangana
Highest Bidder	Bidder offering the highest upfront lease premium
Member	Member of Consortium
Project	Development of Integrated MICE Facility on PPP Mode at Warangal, Telangana, India

CONVERSION OF UNITS

1 hectare	2.4711 acres
1 acre	43559.66 sq. ft.
1 acre	4046.9 sq. m
1 acre	4839.963 sq. yards
1 sq. km	247.11 acres
1 sq. m	10.764 sq. ft.
1 meter	3.28 ft.
1 meter	1.09361 yards

DEVELOPMENT AGREEMENT

This Development Agreement (“**AGREEMENT**”) mutually agreed and entered into on this the _____ day of _____ (Month), Two Thousand and Twenty Three at _____, Hyderabad, India

BETWEEN

Telangana State Industrial Infrastructure Corporation Limited, was formed in 1973 by the GO No: 831 dated 10-SEP-1973 issued by Government of Telangana., having its principal office at 6th Floor, Parisrama Bhavan, Fateh Maidan Road, Basheerbagh Hyderabad - 500 004 and represented by its Vice Chairman & Managing Director (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

{**** LIMITED}¹, a company incorporated under the provisions of the Companies Act, 1956 or 2013 and having its registered office at ****, (hereinafter referred to as the “**Developer**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS,

- (A) The Authority has decided to develop Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private

¹Name of the Successful Bidder (single entity / consortium, as the case may be).

Partnership (PPP) Mode under IALA Warangal (hereinafter referred to as the 'Project') on approximately 10 acres (40,468 sq. m.) of land (more or less), which for more clarity has been delineated in red colour boundary lines on the plan annexed hereto and marked in Schedule I (hereinafter referred to as the 'Project Site') located at Madikonda, Warangal, Telangana, India, on PPP mode, in accordance with the terms and conditions to be set forth in this Development Agreement to be entered into.

- (B) The Authority had prescribed the technical and commercial terms and conditions, and invited bids (the "Request for Proposals" or the "RFP") for undertaking the Project from the bidders vide its [Tender Notice/ Request for Proposal No. *** dated ***]
- (C) The Authority had invited competitive Bids from interested parties for the Project and pursuant to evaluation of the Bids that were received, the Authority has accepted the Proposal submitted by _____ [Single Entity/ Consortium] for the Project and a Letter of Acceptance (the "LoA") bearing No. _____ dated _____ was issued to the Successful Bidder. The Authority acknowledges that _____ [Single Entity/ Consortium] has signed and returned the duplicate copy of the LOA in acknowledgement thereof vide their letter bearing number _____ dated _____.
- (D) The Authority acknowledges that as on this day, the Developer/Selected Bidder has submitted the following to the Authority:
- i. Upfront Development Premium of _____ plus GST
 - ii. Annual Rent of Rs. _____ plus GST
 - iii. Performance Security equivalent to 5% of the Estimated Project Cost i.e., of Rs. 8,75,00,000 /- (Indian Rupees Eight Crores Seventy Five Lakh Only), thereof, in the form of a Demand Draft or Bank Guarantee, in favour of 'Telangana State Industrial Infrastructure Corporation Limited'
- (E) The Parties hereto are required to enter into the Development Agreement being these presents to record the terms, conditions and covenants of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Development Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 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 hereunder:

- a. **“Affiliates”** shall mean, with respect to a Party, (a) any entity Controlling, Controlled by, or under the common Control with such Party.

For these purposes, “Control” shall refer to: (i) the possession, directly or indirectly, of the power to direct the management or policies of an entity, whether through the ownership of voting securities or by contract; or (ii) the ownership, directly or indirectly, of more than 25% (Twenty-Five Percent) of the voting securities or other ownership interest of an entity;

- b. **“Agreement”** shall mean this Development Agreement, including the recitals above, the Schedules hereof and all Annexures attached hereto, as amended from time to time in terms hereof;
- c. **“Agreement Date”** shall mean the date of execution of this Agreement by the Parties;
- d. **“Applicable Laws”** shall mean all laws, ordinances, statutes, rules, bye-laws, orders, decrees, injunctions, licenses, permits, approvals, authorisations, consents, waivers, privileges, agreements and regulations of any Governmental Authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter;
- e. **“Approvals”** shall have the meaning ascribed to the term in **Clause 4.5**;
- f. **“Authority’s Default”** shall mean the failure of the Authority to discharge any of its obligations specified under this Agreement;
- g. **“Built-up Area”** shall mean net usable area within the floor including the wall thicknesses but excluding common areas like cutouts, shafts, lift wells, lift lobbies, common lobbies, fire refuge areas, staircases;
- h. **“Business Day”** shall mean a day, not being a Sunday, or any day which is a public holiday for the purposes of Section 25 of the Negotiable Instruments Act, 1881 on which banks are open for business in Hyderabad;
- i. **“Common Areas”** shall mean all portions of the Project in common use of the Authority / Developer / occupants of units in the Project or any particular portion of the Project including the roads, driveways, parks and landscaping, sewage treatment plants, generator rooms, security rooms, and any other amenities, facilities in the Project;
- j. **“Completion Date”** shall have the meaning ascribed to the term in **Clause 7.1** of this Agreement;
- k. **“Development Period”** mean 33 (Thirty Three) years from the date of Development Agreement;

- I. **“Developer’s Default”** shall mean the failure of the Developer to discharge any of its obligations specified under this Agreement;
- m. **“Force Majeure”** shall mean any event or circumstance or a combination of events and circumstances, which affects the performance of an obligation and is beyond the reasonable control of the affected Party who is responsible for discharge of the relevant obligations under this Agreement and includes (without limitation), subject to satisfaction of either of the below conditions, the following events and/or circumstances:
- (i) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or affecting India, riots, civil commotion, political disturbance, mob violence or other violence;
 - (ii) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
 - (iii) lightning, earthquake, incessant rain, cyclone, flood, volcanic eruption, exceptionally adverse weather conditions, or fire or other casualty or accident or landslide, subsidence, flood, storm, cyclone, epidemics or plagues or any other similar effect or any other act of God or a natural calamity;
 - (iv) strikes, riots, industrial disputes and/or lockouts directly affecting the Project’s construction and/or interrupting supplies and services in relation to construction of the Project;
 - (v) any delay in grant of, denial of or variation of any approval required for completion of the Project by any Governmental Authority for reasons other than primarily attributable to the affected Party who is responsible for discharge of the relevant obligations under this Agreement;
 - (vi) change in governmental policy, Applicable Laws, or regulations affecting the development of the Project, including but not limited to expropriation or compulsory acquisition by any Governmental Authority;
 - (vii) any judgment or order of any court of competent jurisdiction or statutory authority in India for reasons other than primarily attributable to the affected Party who is responsible for discharge of the relevant obligations under this Agreement; or
 - (viii) delays in the issuance of any permits or approval of any kind required to be obtained by Developer in connection with the Project including shortage or non - availability of labour or construction materials for reasons other than primarily attributable to the affected Party who is responsible for discharge of the relevant obligations under this Agreement.
- n. **“Governmental Authority”** shall mean any union, state, local or other governmental, administrative, regulatory judicial or quasi-judicial authority or self-regulating authority or agency, in India having jurisdiction over the relevant matter;
- o. **“Person”** means any natural person or any unlimited liability partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, association, joint stock company, proprietorship, Hindu undivided family, trust, estate, joint venture, unincorporated organization, union, association, government or any agency or political subdivision thereof or other legal person established or existing pursuant to the Applicable Laws of any jurisdiction;
- p. **“Project Architect”** shall mean the architect appointed by the Developer for the development of the Project;
- q. **“Project Completion or Completion of the Project”** shall mean the completion of development of the Project in accordance with the Sanctioned Plan and in terms of this Agreement and certified by the Project Architect;

- r. “**Minimum Development Obligations**” shall mean the total built-up area constructed as part of the Project excluding all car parking spaces, utility spaces, and landscape / garden spaces as per Clause 2.5 of this Development Agreement;
- s. “**Project**” shall mean the buildings and structures and other related infrastructure to be developed on the Project Site in the manner provided and on the terms and conditions contained in this Agreement as per Clause 2.5;
- t. “**Project Designs**” shall have the meaning ascribed to the term in **Clause 4.3**;
- u. “**Related Party**” shall have the meaning as defined in the Companies Act, 2013;
- v. “**Sanctioned Plan**” shall mean the plan for the construction and development of the Project, sanctioned by the relevant Governmental Authority as prepared and submitted by the Developer in terms hereof, and any modifications made thereto in accordance with Applicable Laws;
- w. “**Taxes**” shall mean all forms of taxation, duties and levies including without limitation GST, wage withholding tax, provident fund, employee state insurance and gratuity contributions, value added tax, customs and excise duties, and other legal transaction taxes, stamp duty, real estate taxes (including property taxes), other municipal taxes and duties, environmental taxes and duties and -any other type of taxes or duties in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction.

1.2 Interpretation:

Unless the context otherwise requires in this Agreement:

- (a) words importing persons or parties shall include firms and corporations and any organizations having legal capacity;
- (b) words importing the singular include the plural and vice versa where the context so requires;
- (c) reference to any Applicable Law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- (d) reference to any gender includes a reference to all other genders;
- (e) reference to the words “include” or “including” shall be construed without limitation;
- (f) reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such other agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated in terms hereof;
- (g) the headings and titles in this Agreement are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction hereof;
- (h) in addition to the terms defined in **Clause 1.1**, certain other terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires; and
- (i) a time period for a payment to be made or an act to be done shall be calculated by excluding the day on which that period commences and including the day on which that period ends. If the last day of such period is not a Business Day, the due day for the relevant payment to be made or the act to be done shall be the next Business Day.

2.0 DEVELOPMENT RIGHTS

2.1 Scope of the Project

- 2.1.1 The scope of the Project (the "Scope of the Project") shall mean and include, during the Development Period:
- a) construction of the Project on the Project Site set forth in Error: Reference source not found together with provision of Project Facilities as specified in Clause 2.5, and in conformity with the Specifications and Standards set forth in Error: Reference source not found;
 - b) financing, operation and maintenance of the Project in accordance with the provisions of this Agreement;
 - c) performance and fulfilment of all other obligations of the Developer in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Developer under this Agreement; and
 - d) transfer the Project to the Authority on termination of this Development Agreement

2.2 Grant of Development

- 2.2.1 Subject to and in accordance with the provisions of this Development Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the Developer the development rights set forth herein including the exclusive right, license and authority to construct, operate and maintain the Project (the "**Development Right**") for a period of **33 (Thirty Three) years ("Development Period")** and the Developer hereby accepts and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.
- 2.2.2 Subject to and in accordance with the provisions of this Development Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Developer to:
- a) Right of Way, access and licence to the Project Site for the purpose of and to the extent conferred by the provisions of this Agreement;
 - b) finance and construct the Project ;
 - c) manage, operate and maintain the Project and regulate the use thereof by third parties;
 - d) demand, collect and appropriate Fee from users liable for payment of Fee for using the Project & any part thereof and demand and collect Fee;
 - e) perform and fulfil all of the Developer's obligations under and in accordance with this Development Agreement;
 - f) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Developer under this Agreement; and
 - g) neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Development Right hereby granted or on the whole or any part of the Project nor transfer, lease or part possession thereof, save and except as

expressly permitted by this Development Agreement or the Substitution Agreement.

- 2.2 The Authority hereby irrevocably and exclusively permits and authorizes the Developer, its agents, servants, associates to enter upon the Project Site to develop the same from the Agreement Date, subject to the terms of this Agreement. The Developer shall have the right to survey the Project Site at their cost and shall be entitled to install a security mechanism (including placing security personnel) to secure the Property from the Agreement Date. Further, the Authority is not entitled to revoke the permission/ authorization so granted, as the Developer will be incurring expenditure for development of the Project Site, based on the assurances and representations of the Authority.
- 2.3 The Authority hereby further agrees and undertakes not to disturb or interfere with the mechanism adopted in developing the Project or interrupt the construction activity carried out by the Developer in terms of this Agreement and/or commit any act of omission that would result in stoppage or delay of the construction activity to be undertaken by the Developer under and in terms of this Agreement.
- 2.4 The Parties agree that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act, 1882, Section 2 (47) of the Income Tax Act, 1961 and/or such other Applicable Law for the time being in force.
- 2.5 The Parties agree that the Project Site shall be developed as Integrated MICE Facility with Minimum Development Obligations, as listed below:

Sl. No.	Description	Area In sq.ft	
A	Convention Centre (2,500 Pax)	50,000	sq. ft.
I	Convention cum Exhibition area	30,000	sq. ft.
II	Small Meeting rooms	2,000	sq. ft.
III	Large Meeting rooms	5,000	sq. ft.
IV	Business Centre	5,000	sq. ft.
V	Pre-function and Circulation Spaces	8,000	sq. ft.
B	Business Hotel (150Keys)	150,000	sq.ft
C	Entertainment and F&B	50,000	sq. ft.
	Total	250,000	sq. ft.
D	Parking	As per GO 168	Surface Parking

3.0 PERFORMANCE SECURITY

3.1 Performance Security

- 3.1.1 For due and punctual performance of its obligations under this Agreement, relating to the Project, the Developer has delivered to the Authority, simultaneously with the execution of this Agreement, an irrevocable and revolving bank guarantee from a nationalised bank acceptable to the Authority, for a sum of Rs. 8,75,00,000 /- (Indian Rupees Eight Crores Seventy Five Lakh Only), payable in the form of demand draft / bank guarantee issued by a nationalized bank in India, in the form set forth in Schedule - II (the "**Performance Security**"). The Performance Security shall be kept valid throughout the Development Period.
- 3.1.2 Provided that if the Agreement is terminated due to any event other than Developer Event of Default and non-achievement of Conditions Precedent by the Developer, the Performance Security shall subject to Authority's right to receive amount, if any, due from the Developer under this Agreement, be duly discharged and released to the Developer.

3.2 Appropriation of Performance Security

Upon occurrence of a Developer Default and non - achievement of Conditions Precedent by the Developer, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Developer Default. Upon such encashment and appropriation from the Performance Security, the Developer shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Developer shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement.

4.0 PLANS/LICENCES

- 4.1 The Developer shall at its cost and responsibility prepare Plans and all required drawings for the building/s as per building bye-laws, Rules & Regulations in force for development of the Project Site / the Project and obtain the development Approvals, including the Sanctioned Plan for the entire Project, within 4 (Four) months from the date of signing of this agreement. The Authority shall provide all the necessary assistance / facilitation in obtaining the approvals.
- 4.2 The Project Site will be developed for Meeting, Incentives, Convention & Exhibition (MICE) and other related activities including retail, F&B and entertainment, consisting facilities as defined in **Clause 2.5**, which is defined as the '**Project**'.
- 4.3 The Developer shall prepare the designs ("**Project Designs**") as per the brief and concept provided by the Authority within 1 (one) Month from the date of execution of this Agreement. The Developer cannot change the design and concept finalized by the Authority. The Authority and the Developer shall in the above process act reasonably and cooperate with each other in good faith to achieve the objective of finalization of the Project Designs. If the Authority does not provide any comment/suggestion within 15 (Fifteen) days as above, it is deemed that the Authority will not have any comment/suggestion on the Project Designs provided by the Developer and the Developer shall be entitled to proceed with finalization of the Project Designs accordingly.
- 4.4 The Developer to engaged reputed Architect _____(name). In case of any changes, the Authority will be informed in advance. The Developer shall have discretion in matters relating to the manner and method of construction.
- 4.5 The Developer shall submit the Project Designs to the relevant Governmental Authorities to procure the Sanctioned Plan. The Developer shall obtain all required licenses, sanctions, consents, permissions, no-objections and such other orders as are required to procure the Sanctioned Plan and all approvals necessary for development of the Project ("**Approvals**").
- 4.6 The Developer shall, without requiring to obtain the consent of the Authority, not have the right to make additions, deletions and alterations to the plans/ drawings/ designs, in the Sanctioned Plan subject to such additions, deletions and alterations being permissible without adversely affecting the overall Project concept.
- 4.7 It is clarified that if as per the plan sanctioning rules, any deductions have to be made/given for certain portions of the land comprised in the Project Site from calculations of built-up area, then calculation of built up area stipulated above shall be on the net land area of the Project Site, after giving such deductions as per law.
- 4.8 The responsibility and expenses for preparing the development plan and construction drawings for the project, and all other permissions required to take up, commence and complete the development and construction of the Project and other facilities thereon and all infrastructure shall be that of the Developer. The Plan approval charges, development charges, cesses, fees, any other charges/levies shall be paid by Developer.
- 4.9 Upon receipt of approvals, the Developer shall furnish to the Authority one set of copies of all approvals and sanctioned development plans and one set of building construction plans for its records along with soft copy and copies of all other permits, licenses, consents, no objection certificates obtained for developing the Project.

- 4.10 Notwithstanding anything to the contrary contained in this Agreement or elsewhere, in the event the Developer fails to obtain the Approvals for the Project as stated above within a period of 6(six) months from the date of signing of this Agreement, for any reasons not attributable to the Developer, the Parties will mutually agree on further course of action including the steps to be taken to expedite obtaining plan sanction.

5.0 CONSTRUCTION

- 5.1. The Developer shall, at its cost develop the Project Site in accordance with approved development plans and sanctioned construction plans with necessary internal and external services, roads, driveways, walkways, common area amenities, facilities including compound and passages and sewerage disposal system, water distribution lines and electricity connections. The construction and other developments shall be in accordance with the Specifications mentioned in **Schedule III** attached hereto.
- 5.2. The Developer shall complete the **Minimum Development Obligations (MDO)** in accordance with the Specifications and the Sanctioned Plans within 32(Thirty Two) months from the date of signing of the Agreement with a grace period of 6 (six) months.
- 5.3. The Developer shall be entitled to engage architects, engineers, contractors and other professionals and workmen, as it deems fit to execute the construction work. All persons employed or engaged by the Developer in connection with the development, construction and completion of the Project shall be the Developer's employees or its independent contractors and shall not be or deemed to be the employees, agents or contractors of the Authority. The Developer shall fully comply with all Applicable Laws with respect to such persons engaged in the development of the Project. Any disputes or claims arising from or in relation to the Architects, Engineers, Contractors and workmen in relation to the Project shall be resolved by the Developer at its sole cost, risk and responsibility and the Authority shall not be liable for the same in any manner whatsoever.
- 5.4. In case of any accidents or injury or death of any workmen or third party during the development and construction in the Project Site or elsewhere in relation to the development in the Project Site and construction, the Developer shall solely be responsible for payment of any compensation or any actions arising there from and the Authority shall have no liability whatsoever in this behalf and the Developer agrees to keep the Authority fully indemnified and harmless at all times against all such claims.
- 5.5. All items of plant, machinery, tools, implements, stores and materials which the Developer and/or their contractors, workmen and other agencies may bring into the Project Site for the development and construction of the buildings shall remain the exclusive property of the Developer and/or such contractors, workmen and other agencies and the Developer and/or such contractors etc are entitled to remove/replace the same at any time. The Authority shall have no claim or lien whatsoever on any such items of plant, machinery, tools and implements, stores and materials at any time. So also the ownership and possession of construction materials shall be that of the Developer, till completion of the Project.

6.0 COST OF CONSTRUCTION

- 6.1. All costs and expenses of construction of the Project including the costs and expenses of obtaining the Approvals, all licenses, permissions and sanctions, fees payable to the architects, contractors, staff and workmen etc. shall be borne and paid for by the Developer.
- 6.2. The Developer shall at its own cost and expense be responsible for obtaining and keeping in force adequate insurances for / in relation to the Project, including the construction thereof, and also for obtaining and keeping in force all other insurances in relation to the Project / the Project Site under any Applicable Laws that may be in force from time to time.

7.0 COMPLETION OF CONSTRUCTION

- 7.1. The Developer shall, subject to the terms of this Agreement including **Clause 5.3**, secure Project Completion for the **Minimum Development Obligations** within a period of 3 (Three) Years from the date of signing of this Agreement for the Project and provide Architect Certificate and duly apply for the Occupancy Certificate ("**Completion Date**"). The Developer shall be entitled to a grace period of 6 (six) months beyond the Completion Date. In the event of any further delay beyond the grace period as stated in this Clause, the Authority will be entitled to receive liquidated damages of **0.50% (zero point five per cent) of the Performance Security** for each week's delay until the Completion of the Project. After the expiry of 12(twelve) months of delay, the Authority is entitled, at its sole option, to take over the development and complete the same by engaging another competent developer; at the cost of the Developer. However, in such an event, pending work and cost involved will have to be evaluated by the Project Architect and mutually agreed upon by the Parties before Authority takes over the development. It is hereby clarified that if the Authority does not take over the development as stated above, the Developer shall continue to pay liquidated damages to the Authority for the continuing period of such delay at the rate last mentioned above.

The Developer shall not incur any liability toward the Authority due to failure or delay in performance of any obligation of the Developer by reason/s of Force Majeure or the Authority's Default. On the happening of a Force Majeure event as mentioned in **Clause 1 (t)** of this Agreement, the Developer shall be entitled to such extension of time for the delivery of the Minimum Development Obligations as shall be equal to the number of days by which the delay is caused.

- 7.2. The Developer hereby acknowledges that it has been provided with copies of the Development Agreements entered into between the Authority and it is fully aware of the terms and conditions thereof. The Developer hereby agrees to indemnify and hold harmless the Authority against all claims and losses that may be incurred by the Authority under or in relation to the aforementioned Development Agreements with the Authority on account of any breach of the terms and conditions of this Agreement committed by the Developer.

8.0 MAINTENANCE OF THE PROJECT

8.1 Maintenance Obligations of the Developer

- 8.1.1 Developer shall maintain the Project in accordance with this Agreement either by itself, or through reputed property management agency and if required, modify, repair or otherwise make improvements to the Project to comply with the provisions of this Agreement and conform to Specification and Standards and Good Industry Practice. The obligations of the Developer hereunder shall include:
- a) permitting safe, smooth and uninterrupted use of Project Facilities during normal operating conditions;
 - b) minimizing disruption in the event of accidents or other incidents-affecting the safety and use of the Project Facilities by providing a rapid and effective response and maintaining liaison with emergency services of the State;
 - c) carrying out periodic preventive maintenance of the Project;
 - d) undertaking routine maintenance including prompt repairs of cracks, joints, drains, markings, lighting, signs and other control devices;
 - e) undertaking major maintenance such as repairs to structures, and refurbishment of parking system and other equipment;
 - f) preventing, with the assistance of concerned law enforcement agencies, any unauthorized use of the Project;
 - g) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the Project Site;
 - h) protection of the environment and provision of equipment and materials therefor;
 - i) maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project; and
 - j) Installation of modern building management system including monitoring mechanism through cameras for capturing deferred images at regular interval.
- 8.1.2 The Developer shall remove promptly from the Project all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Project in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice.

9.0 REPRESENTATIONS AND WARRANTIES

9.1 Representations and warranties of the Developer

9.1.1 The Developer represents and warrants to the Authority that:

- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association {or those of any member of the Consortium} or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- h) there are no actions, suits, proceedings, or investigations pending or to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Authority Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the agreement, and that the {selected bidder/Consortium Members}, together with {its/their} Associates, hold not less than 51% (fifty one

percent) of its issued and paid up Equity as on the date of this Agreement; and that no member of the Consortium whose technical and financial capacity was evaluated for the purposes of qualification and short-listing in response to the Request for Qualification shall hold less than 26% (twenty six per cent) of Equity during the Construction Period;

- l) {the selected bidder/Consortium Members and its/their} Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;
- m) {the selected bidder/each Consortium Member} is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the Developer pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- n) all its rights and interests in the Project shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;
- o) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Authority Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- p) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Development Rights or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith; and
- q) all information provided by the {selected bidder/ Consortium Members} in response to the Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

9.2 Representations and warranties of the Authority

9.2.1 The Authority represents and warrants to the Developer that:

- a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all approvals/ actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- b) it has taken all necessary actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement;
- c) it has the financial standing and capacity to perform its obligations under this Agreement;
- d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- e) it has no knowledge of any violation or default with respect to any order, writ, injunction

or any decree of any court or any legally binding order of any Authority Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;

- f) it has complied with Applicable Laws in all material respects;
- g) it has the right, power and authority to manage and operate the Project up to the Agreement Date; and
- h) it has good and valid right to the Project Site, and has power and authority to grant the Development Rights in respect thereto to the Developer.

9.3 Disclosure

- 9.3.1 In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

9.4 Disclaimer

- 9.4.1 The Developer acknowledges that prior to the execution of this Agreement, the Developer has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Project, Specifications and Standards, Project Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, traffic volumes and all information provided by the Authority or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability, and/or completeness of any assessment, assumptions, statement or information provided by it and the Developer confirms that it shall have no claim whatsoever against the Authority in this regard.
- 9.4.2 The Developer acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 9.4.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Developer, {the Consortium Members and their} Associates or any person claiming through or under any of them.
- 9.4.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 9.4.1 above shall not vitiate this Agreement, or render it voidable.
- 9.4.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 9.4.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 9.4.4 shall not prejudice the disclaimer of the Authority contained in Clause 9.4.1 and shall not in any manner shift to the Authority any risks assumed by the Developer pursuant to this Agreement.
- 9.4.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Developer and the Authority shall not be liable in any manner for such risks or the consequences thereof.

10.0 DEVELOPER'S OBLIGATIONS AND COVENANTS

- 10.1 Subject to and on the terms and conditions of this Agreement, the Developer shall at its own cost and expense procure finance for and undertake the design, engineering, procurement, construction, operation and maintenance of the Project and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 10.2 The Developer shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 10.3 Subject to the provisions of Clause 3.1.1 and Clause 3.1.2, the Developer shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 10.4 The Developer shall regularly keep the Authority updated on the progress of the Project by providing quarterly report and call for a quarterly meeting with the Authority to discuss the same
- 10.5 The Authority and its representative shall, at all times, be entitled to visit the Project Site and the Developer shall provide full cooperation, assistance and access to the Approval Plan, drawings and all other documents relating to the Project Site and the Project for their inspection and provide copies thereof to the Authority immediately on request by the Authority.
- 10.6 The Developer shall be exclusively liable and responsible towards Governmental Authorities for the compliance of any of the statutory requirements and the Applicable Laws in relation to development of the Project Site including accidents that may arise in the project site.
- 10.7 The Developer shall be solely responsible for undertaking development of the Project Site in accordance with the Applicable Laws, including but not limited to obtaining all Approvals for development, marketing and sale of the Project Site at their cost.
- 10.8 The Developer shall develop the Project as per the approved design by the Authority
- 10.9 The responsibilities and expenses of preparing the plans, drawing etc and procuring all sanctions and permissions required to commence and complete the development and construction of the Project in the Project Site shall be those of the Developer.
- 10.10 The Developer shall ensure that they shall select good quality construction materials, adopt proper method of construction, use good equipment for construction and other related techniques for construction and the Authority shall not interfere with the same provided it is made clear that the development and construction shall be in accordance with the specifications agreed between the Parties in terms of this Agreement.
- 10.11 The Developer shall ensure that the quality and uniformity of construction is maintained for the entire project.
- 10.12 The Developer shall pay annual rent as per the provisions of this Agreement.
- 10.13 The Developer shall transfer the Project to the Authority upon termination of this Agreement or on account of Developer's default, in accordance with the provisions thereof.
- 10.14 The Developer shall not create any lien or encumbrance on the Project Site during the entire term of the Agreement.

11.0 AUTHORITY'S OBLIGATION AND COVENANTS

- 11.1 The Authority shall, at its own cost and expenses undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 11.2 The Authority agrees to provide support on best effort basis to the Developer and undertake to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
- a) upon written request from the Developer, and subject to the Developer complying with Applicable Laws, provide reasonable support and assistance to the Developer in procuring Applicable Permits required from any Authority Instrumentality for implementation and operation of the Project;
 - b) upon written request from the Developer, provide reasonable assistance to the Developer in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Developer than those generally available to commercial customers receiving substantially equivalent services;
 - c) procure that no barriers are erected or placed on or about the Project by any Authority Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security or law and order;
 - d) assist the Developer in procuring police assistance for regulation of traffic, removal of trespassers and security on or at the Project ;
 - e) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
 - f) support, cooperate with and facilitate the Developer in the implementation and operation of the Project in accordance with the provisions of this Agreement; and
 - g) Chief Engineer, TSIC, as the nodal officer for the Project, who shall act as the single point of contact for the Developer for all approval, consents etc. which are within the scope of Developer;
 - h) The Authority will not encumber the Project Site nor deal with or dispose of the Project Site or any interest therein or portion thereof grant any license to use the Project Site as it will prejudice the rights of the Developer or affect development of the Project.
 - i) The Authority shall ensure that the Developer, its agents, servants, associates and any Person claiming through or under them have unhindered access to the Project Site.
 - j) The Developer shall be entitled from the date of obtaining the approvals of the Project, to raise construction finance from bank/s, financier/s, finance company/companies, and other financial institution/s, at any stage and to draw such loans on the security of the Development Rights after duly obtaining NOC from the Authority which shall be issued by the Authority within reasonable period. However, at the end of the Development period or sooner, or on termination of this agreement for any reason whatsoever, all rights given under this Development Agreement shall cease to have effect and the Project Site, Project Facilities and the Project Assets shall revert to the Authority.

11.3 Competing Facilities

- 11.3.1 The Authority proposes the Project for economic development of the region and promote MICE and Tourism related activities in Warangal.
- 11.3.2 However, the Authority shall not, by virtue of this Agreement, restricting any expansion program of the existing facility and shall be not be liable to the Developer for any cost/ expenses/ loss of revenue due to existence of such facility and/ or any expansion.

12.0 INDEMNIFICATION

- 12.1 The Developer shall keep the Authority its agents, nominees, assignees and employees fully indemnified and harmless against any loss or liability, cost/s or claim/s, action/s or proceeding/s that may arise against the Authority by reason of (a) any misrepresentation by the Developer, (b) Developer's Default or (c) on account of any act of omission or commission in using the Project Site or arising out of the, Development, Operations and Maintenance of the Project and further the Developer shall be fully liable and responsible to the Government (State and Central), and other Authorities for compliance of all the statutory requirements regarding construction, operations and maintenance of the Project.
- 12.2 In the event the Authority is made a party to any litigation in relation to this Agreement, by reason of the wrongful or unlawful acts, omissions or commissions of the Developer, or any incorrect or misleading representations made by the Developer, the Developer shall be responsible for all legal costs and expenses, including but not limited to attorneys' fees, court fees and expenses.

13.0 PUBLICITY AND SIGNAGE

- 13.1 The Developer shall be entitled to market the Project by erecting sign board/s on the Project Site. The Developer shall also be entitled to advertise the Project and to publish advertisements in newspaper/s, magazine/s, website/s and such other media/s seeking prospective tenant/s and to do all other lawful things to market the Project in any manner whatsoever.
- 13.2 The Developer shall have signage rights for the entire Project and the buildings and structures comprised in the Project.
- 13.3 As aforesaid the said project shall be known by name “**WARANGAL INTERNATIONAL CONVENTION CENTRE- PPP PROJECT BY TSIC AND.... (Developer)**”.
- 13.4 The Authority shall not bear any cost incurred under this clause.

14.0 ACQUISITION

- 14.1 If any portion of the Project Site is acquired under any Law by the Government or other Authority under the law, before issue of the Occupancy Certificate by the Plan Sanctioning Authorities, then Compensation payable for the land in such portion of the Project Site shall be taken by the Authority in their entirety and the compensation payable for construction and development made and incurred thereon by the Developer shall be taken by Developer in its entirety.
- 14.2 If in the course of plan approval and development if any portions of the Project Site are acquired for forming any road and/or for road widening etc. and the authority acquiring the land, in lieu of monetary compensation to the Authority, the Authority has the option to utilize the compensation in the Project Site or any other property.

15.0 ANNUAL RENT

- 15.1 The Developer shall, from the date of execution of the Agreement make payment as decided by Authority towards annual rent of **Rs 67.00 (Indian Rupees Sixty Seven Only) per sq. m.** of land area plus applicable taxes (the “Annual Rent”) to the Authority for the entire Term of the Development Agreement.
- 15.2 The Annual Rent shall become payable from the date of execution of the Development Agreement itself. The Developer shall pay to Authority the Annual Rent in advance for each financial year latest by the 10th day of April.
- 15.3 The Annual Rent shall be subject to an increase of 5% (fivepercent)every year from the Development Agreement Date during the entire Term of the Development Agreement. On delayed payment, the Developer will be liable to pay penal interest on the amount due to the Authority at 18% per annum from the respective due dates till the amount is fully paid to the satisfaction of Authority.

16.0 FORCE MAJEURE

16.1 Force Majeure Events

16.1.1 Any of the following events which is beyond the control of the Party claiming to be affected thereby ("**Affected Party**") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event:

- a) act of God which includes epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Site);
- b) any judgement or order of any court of competent jurisdiction or statutory authority made against the Developer in any proceedings for reasons other than (i) failure of the Developer to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Concession Agreement, or iv) exercise of any of its rights under this Concession Agreement by the Authority.

16.2 Notice of Force Majeure Event

16.2.1 As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:

- a) the nature and extent of the Force Majeure Event;
- b) the estimated Force Majeure Period;
- c) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- d) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- e) assess the impact of the underlying Force Majeure Event,
- f) to determine the likely duration of Force Majeure Period and,
- g) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.

17.0 DISPUTE RESOLUTION

17.1 Dispute Resolution

- 17.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 17.2 i.e. Conciliation.
- 17.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

17.2 Conciliation

- 17.2.1 In the event of any Dispute between the Parties, either Party may call upon a mutually agreed lawyer / person, to mediate and assist the Parties in arriving at an amicable settlement thereof. The said lawyer / persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 17.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 17.3.

17.3 Arbitration

- 17.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 17.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 17.3.2. Such arbitration shall be held in accordance with the Arbitration and Conciliation Act 1996 and the venue of such arbitration shall be at Hyderabad, and the language of arbitration proceedings shall be English.
- 17.3.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 17.3.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 17.3 shall be final and binding on the Parties as from the date it is made, and the Developer and the Authority agree and undertake to carry out such Award without delay.
- 17.3.4 The Developer and the Authority agree that an Award may be enforced against the Developer and/or the Authority, as the case may be, and their respective assets wherever situated.
- 17.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

17.4 Adjudication by Regulatory Authority or Commission

- 17.4.1 In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Developer and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 17.3, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

18.0 NOTICES

- 18.1 Any notice and other communications provided for in this Agreement shall be in writing and shall be delivered personally, sent by post, by fax, by internationally recognised courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:
- (a) In the case of notices to the Authority:
Address
Attention
Telephone
Facsimile
Email
- (b) In the case of notices to Developer:
Address
Attention
Telephone
Facsimile
Email
- 18.2 All notices shall be deemed to have been validly given on (i) the Business Day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) upon receipt if delivered personally or (iii) 5 (Five) Business Days after posting, if transmitted by courier or registered airmail or (iv) 7 (Seven) Business Days if sent by post
- 18.3 Each Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 30 (thirty) days prior written notice.

19.0 MISCELLANEOUS

19.1 Confidentiality and non-disclosure

- (a) The Authority acknowledges that the Authority, or its respective agents may, in the course of this Agreement be exposed to or acquire information which is proprietary or confidential to the Developer, its clients, or to any third parties to whom the Developer owes a duty of confidentiality. Any and all non-public information of any form obtained by the Authority or its respective agents during this Agreement shall be deemed to be confidential information. The Authority shall hold the confidential information in strict confidence and not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or use such information for any purpose whatsoever other than the provision contemplated by this Agreement and shall advise each of their agents who may be exposed to the confidential information of their obligations to keep such information confidential.
- (b) The Authority and their agents shall not, without the prior written consent of the Developer in each instance, (i) use in advertising, publicity, or otherwise the name of the Developer, or any partner, officer or employee of the Developer, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by the Developer, or (ii) represent, directly or indirectly, that any product or any service provided by the Authority has been approved or endorsed by the Developer..
- (c) The Parties mutually acknowledge that they, or its respective agents may, in the course of this Agreement be exposed to or acquire information which is proprietary or confidential to the Other Party, its clients, or to any third parties to whom the Other Party owes a duty of confidentiality. Any and all non-public information of any form obtained by the Party or its respective agents during this Agreement shall be deemed to be confidential information. The Party shall hold the confidential information in strict confidence and not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or use such information for any purpose whatsoever other than the provision contemplated by this Agreement and shall advise each of their agents who may be exposed to the confidential information of their obligations to keep such information confidential.

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

19.3 Waiver of Immunity: Each Party unconditionally and irrevocably:

- a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against

it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

- 19.4 Depreciation and Interest: For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Developer in the Project shall be deemed to be acquired and owned by the Developer. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Developer under the Applicable Laws. Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.
- 19.5 Waiver: Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
 - b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
 - c) shall not affect the validity or enforceability of this Agreement in any manner.
- 19.6 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.
- 19.7 No Partnership: This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 19.8 Exclusion of Implied Warranties etc.: This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.
- 19.9 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.
- 19.10 Entire Agreement: This Agreement and the Schedules together constitute 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 are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Developer arising from the Request for Proposal shall be deemed to form part of this Agreement and treated as such.

- 19.11 **Severability:** If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.
- 19.12 **Successors and Assigns:** This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 19.13 **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.
- 19.14 **Counterparts:** This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement
- (a) This Agreement may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument. The Parties may enter into this Agreement by signing any such counterpart and shall become effective when the Parties have signed all the sets.
- (b) The original stamped Agreement shall be retained by the Developer.
- 19.15 Amendment:**
- (a) No Party can carry any amendment and /or do modification hereof except under a duly executed Supplementary Agreement signed by both the parties.
- (b) The Developer being a Company has complied with all internal procedures and this Agreement is duly executed by its Chairman and Managing Director and Authorised Signatory with intent and purpose to bind the Company.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
for and on behalf of
Authority:

SIGNED, SEALED AND DELIVERED
for and on behalf of
Developer:

(Signature)
(Name)
(Designation)

(Signature)
(Name)
(Designation)

Witnesses

1.

1.

2.

2.

SCHEDULE I – SCHEDULE OF PROJECT SITE

To include schedule of project site and the project site plan

SCHEDULE II – PERFORMANCE SECURITY

To be included

SCHEDULE III – SPECIFICATIONS

To include specifications as approved by the Authority

DISCLAIMER

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The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Telangana State Industrial Infrastructure Corporation Limited or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Telangana State Industrial Infrastructure Corporation Limited shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Telangana State Industrial Infrastructure Corporation Limited

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Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode under IALA Warangal.

January 2023



Request for Proposal

Project Information Memorandum (PIM)

TelanganaState Industrial Infrastructure Corporation Limited

Parisrama Bhavanam, 6th Floor, 5-9-58/B, Fateh Maidan Road,
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PROJECT SUMMARY

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CONVERSION OF UNITS

1 hectare	2.4711 acres
1 acre	43559.66 sq. ft.
1 acre	4046.9 sq. m
1 acre	4839.963 sq. yards
1 sq. km	247.11 acres
1 sq. m	10.764 sq. ft.
1 meter	3.28 ft.
1 meter	1.09361 yards

PROJECT SUMMARY

Particulars	Description
Name of the Project	Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode Under IALA Warangal.
Nodal Agency	Telangana State Industrial Infrastructure Corporation Limited (hereinafter referred to as 'Authority')
Land Area	Total land area earmarked by the Authority is approximately 10 acres (40,468 sq. m.)
Project Components	<ul style="list-style-type: none"> ▪ <u>Mandatory Activities</u>: Convention Centre cum Exhibition Hall, Business Hotel, Entertainment and F&B and minimum Car Parking as per the development control regulations mentioned in GO 168. ▪ <u>Prohibited Activities</u>: Prohibited activities means use of any built up space for the purposes directly or indirectly, as Residential, Hospital, Warehousing, Car Showrooms, Industrial Activities, Automobile-repair/ services/ vehicular servicing shops, LPG Godowns, Petrol Bunk, any trade or activity involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process.
Estimated Project Cost	The project cost is estimated at Rs. 175 Crores including interest during construction but excluding upfront development premium, and annual rent (during construction).
Development Implementation Format	/ Design, finance, procurement, construction, development, operation, management, maintenance and transfer of the Facilities as per the terms of Development Agreement for Warangal International Convention Centre (WICC) cum 3-Star Hotel @ IT Park Madikonda, Warangal, Telangana on Public Private Partnership (PPP) Mode Under IALA Warangal.
Institutional Structure	<ul style="list-style-type: none"> ▪ Single Entity or a group of entities (Consortium) ▪ Consortium members not to exceed maximum of 3 (three) members ▪ Preferred Bidder shall enter into Development Agreement with the Authority ▪ <u>In case the Selected Bidder is a Consortium</u>: <ul style="list-style-type: none"> ○ The members of the Consortium whose experience will be evaluated for the purposes of this RFP document, shall subscribe to at least 26% (twenty six percent) or more of the paid up and subscribed equity of the SPC at all times, for a minimum period of 3 (three) calendar years from the date of signing of the Development agreement or project completion date, whichever is later. ○ The members of the Consortium shall collectively hold at

Particulars	Description
	<p>least 51% (fifty one per cent) of the subscribed and paid up equity of the SPC at all times, for a minimum period of 3 (three) calendar years from the date of signing of the Development agreement or project completion date, whichever is later.</p> <ul style="list-style-type: none"> ○ The Lead Member shall hold at least 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC throughout the project lock-in period. ○ The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the development agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the development agreement, be deemed to be a breach of the development agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause shall apply only when the Bidder is a Consortium. <ul style="list-style-type: none"> ▪ <u>In case the Selected Bidder is a Single Entity:</u> <ul style="list-style-type: none"> ○ Bidder shall hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPC at all times, for a minimum period of 3 (three) calendar years from the date of signing of the Development Agreement or Project completion date, whichever is later.
Minimum Upfront Premium (Reserve Price)	The bidder shall quote over and above the minimum upfront premium of Rs. 6,80,00,000/- (Indian Rupees Six Crores Eighty Lakhs Only).plus applicable GST.
Bid Parameter	The bid parameter shall be the <u>highest</u> upfront premium to TSIC as prescribed in the RFP documents. Any bids quoting less than the minimum upfront premium (reserve price) shall be considered non-responsive and rejected.
Tenure	<ul style="list-style-type: none"> ▪ Developer shall enter into a Development Agreement with the Authority for a period of 33 (Thirty three) calendar years
Annual Rental	<ul style="list-style-type: none"> ▪ Developer shall pay annual rental Rs 67.00 (Indian Rupees Sixty Seven Only) per sq. m. of land plus GST to the Authority. ▪ Annual rental shall be escalated at a rate of 5% per annum ▪ Annual rental to be paid in advance for the entire year commencing from the date of entering into the development agreement
Construction Period	<ul style="list-style-type: none"> ▪ The Developer shall complete plan preparation, execution drawings, secure all approvals & clearances including financial closure and mobilization of all resources within 4(Four) calendar months from the date of signing the Development Agreement ▪ The Developer shall complete construction of all mandatory activities within 32(Thirty Two) months from the date of signing the Development Agreement
Eligibility Criteria	<ul style="list-style-type: none"> ▪ The Bidder may be a single entity or a group of entities (the

Particulars	Description
	<p>“Consortium”)</p> <ul style="list-style-type: none"> ▪ A single entity Bidder shall either be a company incorporated under the Indian Companies Act, 1956 or 2013 or a body corporate incorporated under the applicable laws of its origin ▪ in case of a Consortium, each of the entities forming the Consortium (the “Member(s)”) shall either be a company registered under the Indian Companies Act, 1956 or 2013 or a body corporate incorporated under the applicable laws of its origin.
Threshold Technical Capacity	<ul style="list-style-type: none"> ▪ (Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall meet the requirements set out below (the “Threshold Technical Capacity”). <ul style="list-style-type: none"> ○ The Bidder shall have minimum of 5 (five) years of experience demonstrated through audited financial statements; ○ Development or Construction experience of a Single Project of size of at least 250,000 sq. ft. of leasable area; or ○ Development and/ or Construction experience of at most 3 (three) Projects totalling to at least 250,000 sq. ft. of leasable area with the minimum project size being at least 85,000 sq. ft. of each project. ▪ For the purpose of this RFP document, Project here means Hotel (Not less than 3-Star Category), Convention Centre, Exhibition Centre, Retail Space, Business Centers, Commercial Office etc.
Financial Capacity	<ul style="list-style-type: none"> ▪ For demonstrating financial capacity in terms of turnover and net worth (the “Financial Capacity”), the Bidder shall meet the requirements set out below (the “Threshold Financial Capacity”) <ul style="list-style-type: none"> ○ The Bidder shall demonstrate the financial turnover as per the formula ‘$2 \times A \times n - B \geq \text{Project Cost}$’ wherein A represents maximum annual turnover achieved over last 5 years, for which audited financial statements are available; n represents construction period in years (i.e. 3 years in the case of present Bid); and B represents Volume of Ongoing Works in Hand. The Bidder to submit a declaration on the Volume of Ongoing Works in Hand, duly certified their Statutory Auditor. For the purpose of assessment, Project Cost should be taken as Rs. 175 Crores including interest during construction but excluding land cost, upfront development premium, and annual rent (during construction). ○ In case of Consortium, the aggregate financial turnover of the consortium members (maximum 3 members) should satisfy the formula ‘$2 \times A \times n - B \geq \text{Project Cost}$’. ○ The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of Rs. 43.75 Crore (Rupees Forty Three Crores Seventy Five Lakhs Only) as at the close of the preceding financial year, for which audited financial statements are

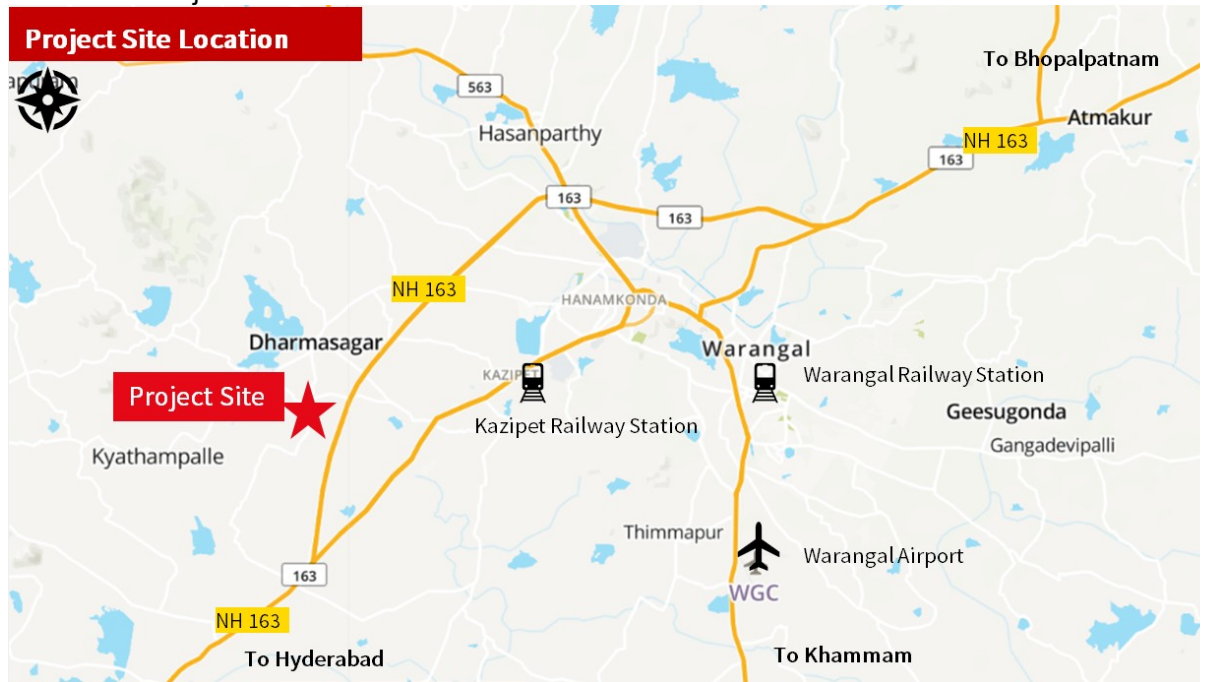
Particulars	Description
	<p>available i.e. 31 March 2022.</p> <ul style="list-style-type: none"> ○ In case of Consortium, the aggregate Net Worth of the consortium members (maximum 3 members) should add up to Rs. 43.75 Crore (Rupees Forty Three Crores Seventy Five Lakhs Only) as at the close of the preceding financial year, for which audited financial statements are available i.e. 31 March 2022.
Bid Submission	<ul style="list-style-type: none"> ▪ <u>Envelope 1</u>: Key Submission ▪ <u>Envelope 2</u>: Technical Bid comprising all duly filled up formats as specified in the RFP documents ▪ <u>Envelope 3</u>: The Financial Proposal shall consist the upfront development premium offered by the Bidder over and above the reserve price as prescribed by the Authority in the RFP documents
Cost of RFP Document	Rs. 29,500/- (Rupees Twenty Nine Thousand Five Hundred Only) including GST in the form of demand draft / pay order issued by a nationalized bank in India
Bid Security	Rs. 17,500,000 /- (Indian Rupees One Crore Seventy Five Lakhs only), which is equivalent to approximately 1% (one percent) of the Estimated Project Cost, payable in the form of demand draft / bank guarantee issued by a nationalized bank in India
Performance Security	Rs. 8,75,00,000 /- (Indian Rupees Eight Crores Seventy Five Lakh Only), which is equivalent to approximately 5% (five percent) of the Estimated Project Cost, payable in the form of demand draft / bank guarantee issued by a nationalized bank in India. Performance Security to be payable by the Preferred Bidder along with acceptance of the Letter of Award. Performance Security to be valid till Project completion
Schedule	As given in the Volume 1 of the Request for Proposal document

1.0 PROJECT SITE

1.1 LOCATION

The Project Site is located in Sy. No. 1791/ 1 of Madikonda (V) in Warangal, Telangana, India. The site is located opposite to the Textile Park. Following map shows the location of the Project Site with respect to Warangal.

Location of Project Site



The table below provides distance of the Project Site with respect to few key landmarks.

Details of Landmark Distances from project Site

Location / Landmark	Approximate Distance from the Project Site
Textile Park	Opposite (Immediate Neighborhood)
V City Madikonda	~3.7 Km
Kazipet Junction	~9 Km
Warangal Railway Station	~20 Km
Hyderabad City	~140 Km
Hyderabad International Airport	~ 161 Km

Source: Google Map

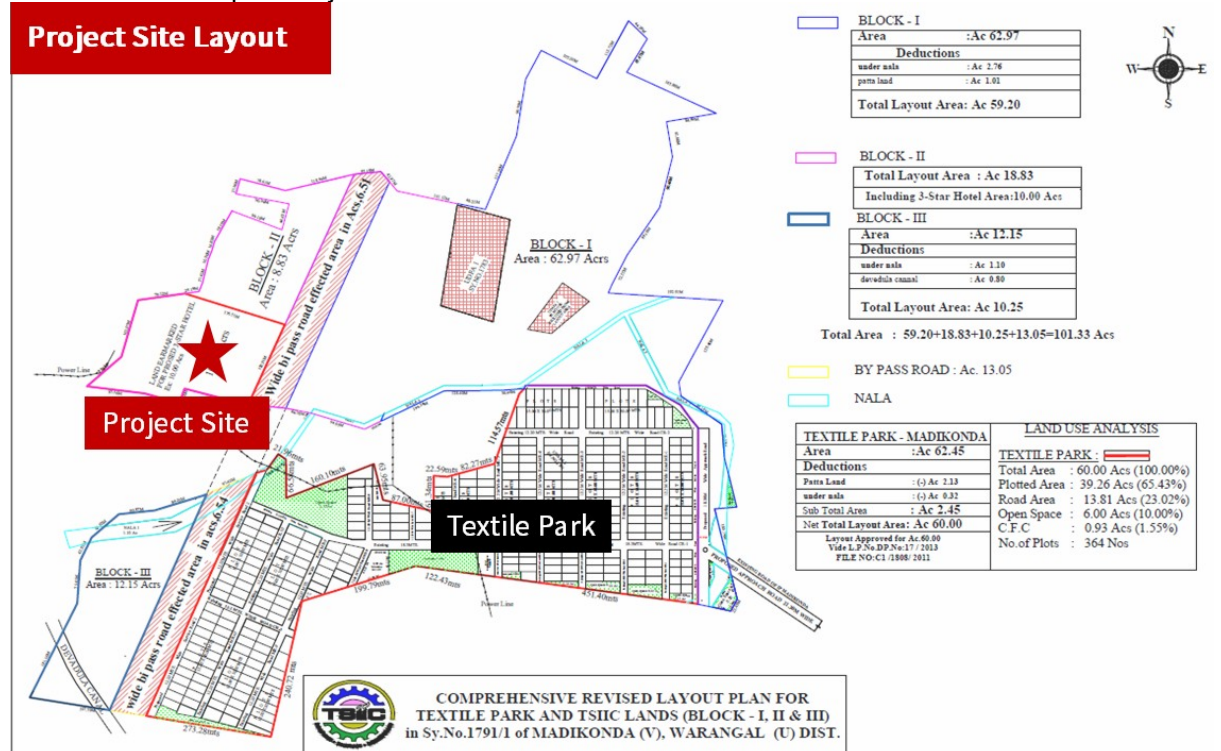
1.1 PROJECT SITE DETAILS

The Project Site admeasures approximately 10 acres (40,468 sq. m.) and has good connectivity to the city. The Project site has excellent frontage along the abutting road. Some of the salient features of the Project Site are summarized in the table below:

Salient features of Site

Project Site Attributes	
Location	Sy. No. 1791/ 1 of Madikonda (V) Warangal (U) District
Site Area	~ 10 acres (40,468 sq. m.)
Primary Access	NH 163
Visibility & Frontage	Excellent Visibility and Frontage along abutting roads ; contiguous site
Shape, Terrain	Regular and mostly flat
Project Site Boundary	
North	Vacant land
South	Vacant land
East	NH 163 Access road
West	Dharmasagar Canal

Detail location Map of Project Site



2.0 PRODUCT MIX

2.1 MINIMUM DEVELOPMENT OBLIGATIONS

Following table presents the Minimum Development Obligations for the Project.

Area Program

Sl. No.	Description	Area In sq.ft	3.0
A	Convention Centre (2,500 Pax)	50,000	sq. ft.
I	Convention cum Exhibition area	30,000	sq. ft.
II	Small Meeting rooms	2,000	sq. ft.
III	Large Meeting rooms	5,000	sq. ft.
IV	Business Centre	5,000	sq. ft.
V	Pre-function and Circulation Spaces	8,000	sq. ft.
B	Business Hotel (150Keys)	150,000	sq.ft
4.0	5.0	6.0	
C	Entertainment and F&B	50,000	sq. ft.
7.0	Total	250,000	sq. ft.
D	Parking	As per GO 168	Surface Parking

The selected bidder is permissible to develop over and above the minimum development obligations as per section 3.1 of this document.

8.0 LIST

8.1 LIST OF POSITIVE AND NEGATIVE ACTIVITIES

Positive	Negative
Ball Rooms, Meeting Rooms, Multi-level Car Parking, Business Centres/ Commercial Office, Exhibition Area, Convention Centre, Retail, F&B, Hotel, Service Apartment/ Dormitories, Cultural Centres	Residential, Hospital, Warehousing, Industrial Activities, Automobile-repair/ services/ vehicular servicing shops, LPG Godowns, Petrol Bunk, Any trade or activity involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process

For activities which are not part of the above list, the preferred bidder would have to take prior approval from the Authority.

8.2 PROJECT COST ESTIMATE

The project cost (**excluding upfront development premium and annual rent during construction payable to TSIC**) is estimated to be ~ **Rs. 175 Crores**. The table below provides indicative break-up of the estimated Project Cost:

Estimated Project Cost

Particulars	Unit Cost (Rs. per sq. ft.)	Total Project Cost (Rs. Crores)
MICE (International Standard Convention Centre)	~ 6,430	~ 32.15
Business Hotel (150Keys)	~ 6,607	~ 99.10
Entertainment and F&B	~ 4,620	~ 23.10
Total Development Cost		~ 154.35
Interest Cost		~ 20.65
Total Project Cost		~175.00

** . The assessment of actual costs, however, will have to be made by the Bidders.

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