

**GOVERNMENT OF TELANGANA
HYDERABAD METRO RAIL LIMITED**

REQUEST for PROPOSAL FOR APPOINTMENT OF INDEPENDENT ENGINEER FOR O&M PERIOD FOR HYDERABAD METRO RAIL PROJECT

ADDENDUM No.2 Dated July 16, 2020

The following are the modifications to the Request for Proposal issued vide RfP No.2286/MD/GM(P)/HMRL/IE/2020 dated 08.06.2020. The referenced provisions are to be read in the amended form as set out below. The deletions from the earlier text of the draft circulated are indicated as strikethroughs and the additions are underlined>

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3.	2.3.2	The Authority requires that the Independent Engineer would provide professional, objective, and impartial advice, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Independent Engineer shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients/ employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.	The Authority requires that during the course of this assignment the Independent Engineer would provide professional, objective, and impartial advice, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. During the course of this assignment, the Independent Engineer shall not accept or engage in any assignment that would be in conflict with its obligations to the Authority, or that may place it in a position of not being able to carry out this assignment in the best interests of the Authority.
4.	2.3.3 (vi)	if there is a conflict among this and other consulting assignments of the Applicant or its Members or their Associates (including Applicant's personnel and Sub-Consultant) and any subsidiaries or entities controlled by such Applicant and/ or Members or having common controlling shareholders. The duties of the Independent Engineer depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Independent Engineer shall not take up any assignment that by its nature will result in conflict with the present assignment; or	the duties of the Independent Engineer depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Independent Engineer shall not take up any assignment that by its nature will result in conflict with the present assignment; or
5.	2.3.3 (vii)	a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or	Not used
6.	2.3.3 (viii)	the Applicant, its Member or Associate (or any constituent thereof) and the Concessionaire, its contractor(s) or sub-contractor(s) (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 or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and	the Applicant, its Member or Associate (or any constituent thereof) and the Concessionaire (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 or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five

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		<p>subscribed share capital of the Applicant, Member or Associate, as the case may be) in the Concessionaire or its contractor(s) or sub-contractor(s) is less than 1% (one percent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 2 (72)of the Companies Act 2013. For the purposes of this sub-clause (viii), indirect shareholding shall be computed in accordance with the provisions of sub-clause (i) above.</p>	<p>percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the Concessionaire is less than 1% (one percent) of the paid up and subscribed share capital of such Concessionaire ; provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 2 (72)of the Companies Act 2013. For the purposes of this sub-clause (viii), indirect shareholding shall be computed in accordance with the provisions of sub-clause (i) above.</p>
7.	2.3.4	<p>Applicant eventually appointed to provide Consultancy for this Project, as well as any of its Members or Associates, shall be disqualified from subsequently providing goods or works or services related to the construction, operation and execution of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority.</p>	<p>Not used.</p>
8.	2.14.2 (h)	<p>the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the entire duration of the Assignment Period;</p>	<p>the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the entire duration of the Assignment Period. However permanent employees of a Central PSU or State PSU may be exempted from signature provided their balance service prior to the date of retirement is more than 5 (five) years. For avoidance of doubt, if the retirement age is 60 years, the age of the employee shall not be more than 54 years. Certification of such CVs by the Authorized Signatory of the Applicant will be mandatory;</p>

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9.	Para 3.2.2 of Schedule-2, Pg 76	<p>Independent Engineer, its other consortium members and Associates of any of them not to be otherwise interested in the Project</p> <p>The Independent Engineer agrees that, during the term of this Agreement and after its termination, the Independent Engineer, its other consortium members, Associates of any of them and any entity affiliated with the Independent Engineer, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Independent Engineer shall include a shareholder in the Independent Engineer's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Independent Engineer, as the case may be, and any Associate thereof.</p>	Not used.
10.	Para 3.2.3 (b) of Schedule-2, Pg 77	after the termination of this Agreement, such other activities as may be specified in the Agreement; or	Not used
11.	Para 3 of Schedule – 3, Pg 109Independent Engineers, its consortium member's or any of their Associates' and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:Independent Engineers, its consortium member's or any of their Associates' and present or future concessionaries. Some of the situations that would involve conflict of interest are identified below:
12.	Para 3 (a) of Schedule	(a) Authority and Independent Engineers, its consortium members or any of their Associates: (i) Potential Independent Engineer, its consortium	(a) Authority and Independent Engineers, its consortium members or any of their Associates: (i) Potential Independent Engineer, its consortium

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	– 3, Pg 109	<p>members or any of their Associates should not be privy to information from the Authority which is not available to others.</p> <p>(ii) Potential Independent Engineer, its consortium members or any of their Associates should not have defined the project when earlier working for the Authority.</p> <p>(iii) Potential Independent Engineer, its consortium members or any of their Associates should not have recently worked for the Authority overseeing the project.</p>	<p>members or any of their Associates should not be privy to information from the Authority regarding this RfP or the Selection Process which is not available to others.</p> <p>(ii) Not used.</p> <p>(iii) Not used.</p>
13.	Para 3 (b) of Schedule – 3, Pg 109	<p>(b) Independent Engineers, its consortium members or any of their Associates and concessionaires/contractors:</p> <p>(i) No Independent Engineer or its consortium members or any of their Associates should have an ownership interest or a continuing business interest or relationship with a concessionaire/ contractor.</p> <p>(ii) No Independent Engineer or its consortium members or any of their Associates should be involved in owning or operating entities resulting from the project.</p> <p>(iii) No Independent Engineer or its consortium members or any of their Associates should bid for works arising from the project.</p> <p>The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.</p>	<p>(b) Independent Engineers, its consortium members or any of their Associates and concessionaires:</p> <p>(i) No Independent Engineer or its consortium members or any of their Associates should have an ownership interest in the concessionaire.</p> <p>(ii) Not used.</p> <p>(iii) Not used.</p>
14.	Para 4 of Schedule – 3, Pg 110	<p>The normal way to identify conflicts of interest is through self-declaration by Independent Engineers, its consortium members or any of their Associates. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Independent Engineers, its consortium members or</p>	<p>The normal way to identify conflicts of interest is through self-declaration by Independent Engineers, its consortium members or any of their Associates. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority whose decision on whether or not a conflict</p>

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		any of their Associates become aware of them.	exists shall be final. All conflicts must be declared as and when the Independent Engineers, its consortium members or any of their Associates become aware of them.
15.	Para 6 of Schedule – 3, Pg 110	Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Independent Engineers drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.	Not used.
16.	Para 8 of Schedule – 3, Pg 111	Every project contains potential conflicts of interest. Independent Engineers should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.	Every project contains potential conflicts of interest. During the course of the assignment awarded pursuant to the RfP, Independent Engineers should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.
17.	Para 1.7 of Appendix-I, Form 2, Pg 117	<p>Does the Applicant's firm/company (or consortium member) combine functions as a Independent Engineer or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant (and other consortium member) agree to limit the Applicant's role only to that of a Independent Engineer/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity.</p> <p style="text-align: right;">Yes/No</p>	Not used.

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18.	Para 1.8 of Appendix-I, Form 2, Pg 118	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Independent Engineer, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Independent Engineer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of Independent Engineer/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No</p>	Not used