

Government of Telangana



**HYDERABAD METRO RAIL LIMITED**  
(A Government of Telangana Enterprise)



**Document Num 2152/HMRL/SE(C)/E-Auto /LMC/2018**  
(as modified after addendum num 1 dt. 25.03.2019)

**REQUEST FOR PROPOSAL**

**for**

**Selection of Operator of First & Last Mile Connectivity through  
E-Autos at Hyderabad Metro Rail Stations**

**March 2019**

## **Disclaimer**

This Request for Proposal (RFP) Document for “Selection of Operator of First & Last Mile Connectivity through E-Auto” contains brief information about the scope of work and selection process for the Bidder (‘the Licensee’). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid. Hyderabad Metro Rail Ltd. (“HMRL”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

HMRL reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum/corrigendum as HMRL may deem fit without assigning any reason thereof.

HMRL reserves the right to accept or reject any or all Bids without giving any reasons thereof. HMRL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document.

## Glossary

- a) **“Addendum / Amendment”** means any written amendment / addendum / corrigendum to this RFP, from time to time issued by HMRL to the prospective bidders;
- b) **“Agreement”** means the License Agreement to be executed between HMRL and the selected bidder.
- c) **“Applicable Laws”** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time
- d) **“Bank Guarantee”** means Guarantee issued by a scheduled commercial bank in favour of HMRL
- e) **“Bidder”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Consortium and its Successor in title and assigns which is submitting its bid pursuant to RFP Documents
- f) **“Bid Due Date”** means Bid Submission end date
- g) **“Bid Security”** means the refundable amount to be submitted by the Bidder along with RFP documents to HMRL
- h) **“Highest Bidder”** means the Bidder getting a highest combined score on weighted averages of 60% weightage to the lowest Fare per km per passenger and 40% weightage to the Highest License Fee per vehicle per month
- i) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with HMRL as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- j) **“License”** means the feeder services granted by HMRL to the Licensee under terms and conditions of the License Agreement.
- k) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with HMRL pursuant to the conclusion of the bidding process.
- l) **“License Fee”** means the amount payable by the Licensee to HMRL as per terms and conditions of the License Agreement.
- m) **“License Period”** means a period of 5 years with the lock in period of 3 years
- n) **“HMRL”** means Hyderabad Metro Rail Limited (“Licensor”)
- o) **“Letter of Award (LOA)”** means the written notice issued by HMRL to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of License
- p) **“Party”** means Licensee or Licensor (together they are called “Parties”)
- q) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- r) **“Re. or Rs. or INR”** means Indian Rupee
- s) **“Commercial Operations Date (COD)”** means the date of commercial operation of E-Auto
- t) **“Selected Bidder”** means the bidder who has been selected by HMRL, pursuant to the bidding process for award of License.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

**Data Sheet**

1	Name of the Bid	RFP for Selection of Operator of First & Last Mile Connectivity through E-Auto
2	License Period	5 (Five) Years
3	Method of selection	weighted averages of 60% weightage to the lowest Fare per km per passenger and 40% weightage to the highest License Fee per vehicle per month (Highest - H1)
4	Bid Processing Fee	Rs. 10,000/- (Rupees Ten Thousand Only) through DD payable in favour of Hyderabad Metro Rail Limited
5	Bid Security	Rs. 1,00,000/- (Rupees One Lakh Only)
6	Bid System	Two Cover System (Technical and Financial)
7	Name of the Official	Chief Electrical Engineer Hyderabad Metro Rail Limited, 2 <sup>nd</sup> Floor, Metro Rail Bhavan, Begumpet, Hyderabad – 500003 Email: raju.irsee@gmail.com Website: www. hmrl.co.in,
8	Bid Validity Period	180 days
9	Bid Language	English
10	Bid Currency	INR
11	Key Dates	Schedule
(a)	Uploading of Bid	18/03/2019
(b)	Last Date of Issuance of Addendum, if any	25/03/2019
(c)	Last Date of Bid Submission	30/03/2019 upto 1500 hrs (IST), Metro Rail Bhavan, 1 <sup>st</sup> Floor, Begumpet, Hyderabad - 500003
(d)	Date of Technical Bid opening	30/03/2019, 1600 hrs (IST)

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## 1. Section 1: General Information

### 1.1. Background

- a. To address the increasing traffic congestion and pollution levels in the city, strengthen public transportation system and to provide easy access to different modes of transport in Hyderabad city, Government of Telangana state embarked upon the first and last mile connectivity through E-Auto and intends to select an operator for the first and last mile connectivity.
- b. Hyderabad Metro Rail Limited (HMRL) is a Special Purpose Vehicle (SPV) formed for planning and executing mass transit projects in Hyderabad and other urban areas of Telangana State. The Company desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Company is to help create an efficient, safe, reliable, economical and affordable public transport system
- c. An elevated metro line between Miyapur and LB Nagar; and Nagole to Ameerpet is already under commercial operations covering a distance of 46 km with 40 Metro Stations.
- d. HMRL invites Bids for Selection of Operator of First & Last Mile Connectivity through E-Auto for Ten Metro Stations with a well-controlled system to ensure better convenience & comfort for Metro commuters in line with comfortable Metro experience.
- e. The objectives of the service are encapsulated below:
  - i. To provide convenience to the passengers by way of first & last mile connectivity with availability of eco-friendly feeder services at the metro stations
  - ii. To ensure dedicated, safe & secure, punctual and reliable first & last mile feeder services to the metro Passengers
  - iii. Short loop services covering a few km to be provided by E-Auto. The services may act as Hop-on-Hop off service connecting metro stations with neighbouring areas.
- f. In this regard, HMRL now invites the interested Bidder(s) to submit their proposals as per provisions of this Request for Proposal document.
- g. HMRL will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted. Financial proposal of only qualified Bidders will be opened.
- h. The Successful Bidder shall provide the services as described in Section 2 :Terms of Reference.

### 1.2. About Locations

Hyderabad Metro Rail's commercial operations are on from Miyapur to LB Nagar (29 km; 27 Stations) and from Nagole to Ameerpet (17 km; 13 Stations) covering a distance of 46 km with 40 Metro Stations. The map is in Appendix 1: Metro Alignment, indicating the list of ten stations wherein services shall be provided by the Operator.

### 1.3. Communication

All communications in regard to this RFP should be addressed to:

Chief Electrical Engineer  
Hyderabad Metro Rail Limited,  
2nd Floor, Metro Rail Bhavan,  
Begumpet, Hyderabad 500003  
Email: raju.irsee@gmail.com  
Website: www.hmrl.co.in

## **2. Section 2 :Terms of Reference**

### **2.1. License Period**

The Contract shall be for a period of 5 (Five) years with lock in period of 3 (Three) years, subsequent to letter of acceptance of LOA.

On completion of 5 (Five Years), HMRL shall invite fresh bids and the “Operator” already working with HMRL will have the first right of refusal. In case they are not the highest bidder they will be offered an opportunity to match their bid to that of highest one received by HMRL. Only on their refusal to do so, the highest bidder then shall be allowed.

In the event of delay in finalizing the fresh bid beyond 5 (Five) years period of this approval, the existing arrangement and monthly fee shall be extended for the period required. This extension will however will not last for not more than 1 (One) year.

### **2.2. Requirements / Pre-requisites for Operator**

2.2.1. Initially minimum 100 E-Autos of 45 km plus speed L5M Category as per (MVA 126) are required to be deployed in total for the Hyderabad Metro Rail Corridor 10 Stations as per the Appendix. The Authority reserves the right to increase the number of E-Autos required to be deployed at the stations listed in the present RfP as well as the other Metro Rail stations as per necessity and demand during the course of the License Period. In consideration of the additional deployment of E-Autos, the Licensee shall pay the additional License Fees to HMRL as per the terms and conditions of the License Agreement. For avoidance of doubt, the Licensee shall pay similar amount as quoted per vehicle per month for additional vehicles as well.

2.2.2. All E-Autos shall be owned, managed and controlled by the Operator.

2.2.3. The operator shall engage three / five-seater E-Auto, excluding the driver.

2.2.4. The operator shall make own arrangements for lubricants / battery charger, batteries etc., as applicable necessary for the operation of the fleet. Battery charging facility as per requirement (subject to availability of space) may be installed by the operator for which space shall be provided at metro stations as per commercial terms to be framed by HMRL as per feasibility.

2.2.5. E-Auto shall be conforming to the specifications and relevant standards notified by Government of India, Ministry of Road Transport & Highways and will carry certification from approved testing centres for the same.

2.2.6. E-Autos shall have the certification from Government of India approved testing centres (ARAI, ICAT, etc.), so as to satisfy the required performance of E-Auto as a whole and also conformance to the relevant applicable specifications for the main components used in it as the Motor, Battery, Motor Controller, Mechanical Power Transmission system, its body, other auxiliary systems such as brakes, lighting and control, etc. and the overall safety.

2.2.7. For reliable and economical after – sale service, indigenously developed superior designs by reputed manufacturers shall be preferred.

2.2.8. Each E-Autos shall be registered individually with appropriate Transport Authority, as per Applicable Laws.

2.2.9. Number of E-Autos deployed by the Operator shall be adequate to match with the required frequency and load of metro commuters



**2.2.10. E-Autos deployed by the Operator shall be supplied from an original manufacturer of the E-Rickshaws / E-Autos / an Authorized dealer thereof.**

**2.2.11. Fleet of E-Autos for metro connectivity shall be given a uniform of pleasing appearance; proposed colour and design in this regard shall be with the consent of HMRL.**

**2.2.12. Literate and trained drivers in Uniform shall be deployed by Operator to run these E- Autos.**

**2.2.13. Each E-Autos shall be fitted with GPS with tracking / control centre set up by the Operator in order to provide a safe ride to passengers and overall reliable operation of the fleet.**

**2.2.14. A dedicated helpline number may be set up for commuter's assistance on advice of HMRL.**

**2.2.15. Suitable overnight parking hub(s) to park E-Autos (at night) and to carry out repairs and maintenance suitably equipped with spares and technical team shall be provided by the Operator. All expenses / cost related to maintenance / refurbishment of vehicles will be borne only by the operator for the tenure of the contract. In the event of vehicle getting damaged beyond repair the operator may arrange for replacement of vehicle at his discretion but HMRL shall not be liable for the same.**

### **2.3. Broad Operational Requirements for the Operator**

**The Operator shall meet following requirements and indemnify HMRL on all counts related with procurement and running of E-Autos services to & fro the metro stations-**

#### **2.3.1. E-Autos (Vehicles)**

- a. **All E-Autos, to be operated to & fro from the metro stations, to be registered with the appropriate authority with valid fitness certificate. The model of the E-Auto must be duly approved as per the statutory provisions.**

#### **2.3.2. Time Schedule**

- a. **The Time Schedule for the operation of first & last mile connectivity on the earmarked route(s) shall be decided by HMRL.**
- b. **The time schedule may be revised by HMRL on revision of revenue hours of HMRL. The time schedule and number of trips will be monitored by the Operator and HMRL. The information related to daily number of trips, the passengers carried, tickets sold, and the revenue amount generated on each route/ by the individual vehicles may be asked by the concerned station controller on daily basis.**

#### **2.3.3. Manpower**

- a. **The drivers of E-Autos shall have a valid license issued by the appropriate authority.**
- b. **The Operator is required to obtain Police verification of all the drivers with particulars / antecedents duly verified from the police and the same shall be kept with the vehicle at all times.**
- c. **All the Drivers / other staff deployed for running the E-Autos shall be required to possess valid licenses, wherever required, from appropriate authorities, display valid ID Card, wear uniform in prescribed colour with identification name badges.**
- d. **The Operator is required to appoint a Manager for the project for day to day management of the activities including timely receipt and dispatch of first & last mile connectivity services.**
- e. **The Operator shall ensure that the drivers and other personnel engaged for the purpose do not involve in any subversive activities, disruption in normal services and inconvenience and / or harassment to the commuters / general public.**

#### 2.3.4. Fittings and accessories

The Operator shall be required to maintain all fittings and accessories in excellent working condition. Maintenance of fittings and accessories is very important task and condition of contract as well as to ensure the approved certificate of fitness

- i. First aid box with placed front with necessary medicines for first aid
- ii. Proper box with the driver containing all specified vehicle documents, driver licence, complaint book etc., as approved by HMRL
- iii. Display of helpline number registration number contact number of the operator as well as customer relation assistant of originating stations of HMRL at an appropriate place on proper board by the operator of at his cost, duly approved by HMRL so as to assist safety and provide services to the passengers.

#### 2.3.5. Fare Structure and Criteria of selection of Operator

- a. The operator shall charge the Metro commuters for E-Auto ride as approved by HMRL. For avoidance of doubt, the Bidder who quotes the lowest fare structure per km per passenger will get full marks, as one of the Bid parameters which has 60% weightage . The other Bid parameter is the License Fee which has 40% weightage. The operator may increase the fare by a 10% annual escalation per passenger per km.
- b. The Operator is required to display the first & last mile connectivity route and applicable ticket charges for the journey undertaken. The Operator will charge the Metro commuters for E-Auto ride, approved by authority from time to time.
- c. Also, as far as practicable, the fleet operator shall arrange to run the E-Autos as per the defined / agreed frequency.
- d. The financial evaluation will be carried out as per the weighted financial score (S). The lowest fare quoted by the Bidder per passenger per km ( $F_M$ ) will be given a financial score of ( $S_F$ ) of 100 points. The financial score of other proposals will be computed as follows :

$$S_F = 100 \times F_M / F$$

F = Amount of financial proposal of other Bidders

Proposals will be finally ranked according to the combined Fare quoted per passenger per km and the License Fee quoted per vehicle per month (as per Form 15) as follows :

$$S = S_L \times L_w + S_F \times F_w$$

Where S is the combined score, and  $F_w$  and  $L_w$  are weights assigned to the Fare quoted per passenger per km and License Fee quoted per vehicle per month which shall be 0.6 and 0.4 respectively

- e. The first ranked Bidder (having the highest combined score) shall be the selected Operator. The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in the RfP.

#### 2.3.6. Public Complaints

- a. Relevant helpline numbers should be displayed on the E-Autos. This shall include Operator's helpline number to address the grievance / complaint of general public / metro commuters. HMRL shall not be liable to handle any such complaint. However, the Operator is required to inform HMRL, in the agreed proforma, about the complaints / suggestions received from general public / commuters on monthly basis.
- b. All the suggestions and actions recommended by HMRL in case of complaint must be complied by the operator. Non-compliance may invite penal action as decided by HMRL.

**2.3.7. The name, address and telephone number of E-Auto owner shall be displayed on the e-Auto at an appropriate place.**

**2.3.8. The Operator is required to follow all statutory provisions and directions applicable from time to time towards traffic regulation.**

**2.3.9. Data pertaining to operations**

- a. All the data, including the travel data, user data and payment data, generated by the bidder as a result of this contract shall be shared real-time with HMRL in the manner stipulated by HMRL from time to time. HMRL shall be free to use this data for any purpose as and when required, subject to regulatory requirements and privacy norms.**

**2.3.10. Compliance**

- a. The Operator is required to comply with all the statutory and other stipulations including but not limited to Labour Laws / Legal / Police / Taxation / Excise / STA / Transport Policy and that issued by HMRL from time to time. HMRL shall not be liable in this regard and it shall remain fully indemnified for the same.**
- b. All applicable rules & regulations on various aspects of operation of E-Autos for first and last mile connectivity services and associated activities shall be followed by the Operator.**

**2.3.11. Accidents**

- a. HMRL will not be held liable for any accidents / claims / liabilities / or any criminal proceedings or statutory requirements at any time arising out of operation of E-Autos or on account of any act / omission / default on the part of the Operator or its non-compliance with the statutory requirements. The Operator shall indemnify HMRL in this regard. As a safeguard measure to any possible litigation arising out of accidents / acts / omissions imploding HMRL, the Operator shall be required to take adequate passenger liability insurance at its own cost.**
- b. The firm must maintain a zero accident record. In case of any major accident / fatality, the operator solely has to bear legal action taken by police or any other authority. An internal enquiry on such incidences will be conducted by HMRL and if found guilty, a suitable penalty deems fit shall be imposed by HMRL.**
- c. Moreover, if prima facie the driver is found guilty, the operator would immediately remove him from service and shall not be eligible to operate any feeder vehicle to HMRL, in future**

**2.3.12. The Operator shall ensure proper cleanliness of the E-Autos during their operation.**

**2.3.13. Safety requirements**

- a. The operator shall be responsible for ensuring the safety of all passengers sitting in the vehicle. In this regard, the team leader and representative of the operator must ensure the observance of all safety statutory and mandatory requirement by themselves and including his drivers / operating staff. It shall be the sole responsibility of the operator to adopt all the safety, statutory and mandatory measures and deploy driving personnel who are adequately trained in safety.**
- b. It shall be the contract as sole responsibility to make our all of his drivers staff with the approved do's and don'ts issued by HMRL from time to time**

## **2.4. Facilities to be provided by HMRL**

- 2.4.1. HMRL shall provide dedicated exclusive earmarked space, for halt, movement/ stabling of E-Autos of the exclusive operator throughout according to site feasibility. Required work at site to erect steel barriers/ flexible vertical rubber bollards/ special inserts/ road markings etc. to earmark such spaces shall be executed by the Operator as approved by HMRL.**
- 2.4.2. These earmarked spaces shall be for exclusive use by E-Autos of the operator only. HMRL may facilitate the operator for the same to avoid entry of other E-Autos at such earmarked space.**
- 2.4.3. HMRL shall allow the Operator to erect (backlit) display standees in the earmarked area for easy identification of E-Autos services by the Metro commuters.**
- 2.4.4. In order to create awareness and visibility among Metro commuters in respect of “Operator” approved by HMRL for their safe and convenient last mile connectivity, HMRL shall allow appropriate/ limited display to the operator near Entry/Exits of Metro Stations.**
- 2.4.5. Use of HMRL logo shall not be permitted on E-Autos without specific permission in writing by HMRL.**
- 2.4.6. HMRL shall provide specific space for placing charging infrastructure at stations. Electricity load, subject to feasibility / availability, shall be provided on chargeable basis for which the Operator is to apply for electrical connection of desired load, supply of electricity for the operator will be given on prevailing commercial rate on payment basis after seeking the NOC from the Electricity Company / Distribution Company / Agency.**
- 2.4.7. All safety & security measures related to charging infrastructure and that of E-Autos shall be undertaken by the Operator and HMRL shall remain indemnified at all times for any possible liability arising out of any mis-happening.**
- 2.4.8. Upon written request from the Licensee, and subject to the Licensee complying with Applicable Laws, facilitate to the Licensee in:**
- i. Procuring Applicable Permits**
  - ii. Obtaining access to all necessary infrastructure facilities and utilities, including electricity**

## **2.5. Specifications of Vehicle Proposed**

- 2.5.1. HMRL may call the Bidders for demonstration of the E-Autos and the system they propose to deploy.**

2.5.2. Detailed Specifications, special features and make of the E-Autos proposed to be deployed should be submitted by the parties in the technical bid/ proposal submitted to HMRL along with Form 5: Proforma for Corporation from Manufacturers. If so required, E-Autos shall be evaluated for superior design in terms of technical specifications/ design parameters and customer features e.g. Motor output power, Battery power, Energy consumption, Gradeability (Capacity to move up the gradient smoothly), braking and control system, vehicle body design (including front windshield / wiper, instrument panel, roof, etc.), tyres, other components/ parts such as various lamps (head/ tail/ parking/ direction indicator/ stop/ reverse/ registration plate, etc.) passenger seats cushioning and comfortability, grabs/ handholds for ease of entry/ exit and ride, protection from inclement weather etc. HMRL shall have the final authority to accept / reject any proposal without assigning any reasons thereof. No one shall have any cause of action or claim against HMRL for rejection of the proposal.

S.No.	Specifications	Minimum requirement
1	Speed (km/h)	45 to 55
2	Battery type	Li-ion
3	Body type	FRP or ABS
4	Seating Capacity	3+1 or 5+1
5	Charger	48 V, CCCV/SMPS
6	Motor type	High Power AC-Induction / BLDC
7	Motor Capacity	between 4.5 KW and 6 KW
8	Climbing gradient	20-30 degree

### 3. Section 3 : Instructions to Bidders

#### 3.1. General instructions

- a. A Bidder is eligible to submit only one Tender for the Project. A Bidder applying shall not be entitled to submit another Tender, as the case may be. Any Bidder, which submits or participates in more than one tender/proposal would be disqualified. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- b. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- c. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that HMRL's decisions are without any right of appeal whatsoever.
- d. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit Bid.
- e. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Bid by paying a visit to the Corporation and/or by sending written queries to HMRL before the last date for receiving queries/clarifications.
- f. HMRL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Bid or the Selection Process, including any error or mistake therein or in any information or data given by HMRL.
- g. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

##### 3.1.1. Cost of Bid Document

- a. The tenderer shall bear all costs associated with the preparation and submission of its Bid and Hyderabad Metro Rail Ltd. ("HMRL"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.
- b. This tender document is available on the HMRL website ([www.hmrl.co.in](http://www.hmrl.co.in)) to enable the tenderers to view, download the Bid document and submit Bids up to the last date and time mentioned in tender document. The tenderers shall have to pay cost of bid document as mentioned in Data Sheet payable in favour of Hyderabad Metro Rail Limited. This cost of bid document as mentioned in Data Sheet will be non-refundable. Tender without cost of bid document will not be accepted.

##### 3.1.2. Acknowledgement by Bidder

It shall be deemed that by submitting the Bid, the Bidder has:

- a. made a complete and careful examination of the Bid;
- b. received all relevant information requested from HMRL;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid or furnished by or on behalf of HMRL;
- d. satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

### 3.1.3. Availability of Bid Document

This Bid document is available on Hyderabad Metro website [www.hmrl.co.in](http://www.hmrl.co.in) to enable the Bidders to view, download the Bid document and submit Bids up to the last date and time mentioned in Bid document. The Bidder's shall have to pay Bid document fee and Security Deposit as mentioned in Data sheet. This Bid document fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

### 3.1.4. Clarifications of Bid

- a. During evaluation of Bid, HMRL may, at its discretion, ask the Bidder for a clarification of his/her Bid. The request for clarification shall be in writing.

Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the Chief Electrical Engineer, HMRL only before Pre-Bid Meeting held at HMRL. The envelopes/ communication shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: RFP for Selection of Operator of First & Last Mile Connectivity through E- Autos". The responses will be posted to all such queries on the official Website [www.hmrl.co.in](http://www.hmrl.co.in). HMRL reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring HMRL to respond to any question or to provide any clarification.

- b. A pre- bid meeting shall be called on the date mentioned in Data Sheet at HMRL Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide HMRL website.
- c. Bidders are encouraged to submit their respective Bids after visiting HMRL stations and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e. However, HMRL shall not entertain any correspondence from the Bidders during the period of Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Section 5.1.5 of this Bid document under Fraud and Corrupt Practices.

### 3.1.5. Amendment of Bid Document

- a. At any time prior to the deadline for submission of Bid, HMRL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid document by amendments. Such amendments shall be uploaded on the website [www.hmrl.co.in](http://www.hmrl.co.in). The relevant clauses of the Bid document shall be treated as amended accordingly.
- b. It shall be the sole responsibility of the prospective Bidder to check the HMRL website [www.hmrl.co.in](http://www.hmrl.co.in) from time to time for any amendment in the Bid documents. In case of failure to get the amendments, if any, HMRL shall not be responsible for it.
- c. In order to allow prospective Bids a reasonable time to take the amendment into account in preparing their Bids, HMRL, at the discretion, may extend the deadline for the submission of Bids. Such extensions shall be uploaded on the HMRL website [www.hmrl.co.in](http://www.hmrl.co.in).

### **3.2. Preparation and submission of Bids**

#### **3.2.1. Language of Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and HMRL shall be written in English language. Only English numerals shall be used in the Bid. The correspondence and documents in any other language must be accompanied by transcripts verified by the Embassy of Home Country or equivalent.

#### **3.2.2. Documents constituting the Bid**

The Bid prepared by the Bidder shall comprise the following components:

- a. **Technical Bid-** Technical Bid will comprise of -
  - i. **Fee details -** Details of Bid processing fee and prescribed Security Deposit
  - ii. **Eligibility details -** Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.
  - iii. **Technical evaluation -** Details of all documents needed for Technical evaluation as mentioned in this RFP
- b. **Financial Bid -**
  - i. **Price bid.**

#### **3.2.3. Documents establishing Bidder's Qualification**

- a. The Bidder shall furnish, as part of its technical Bid, documents establishing the Bidder's qualification to perform the contract if its Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- b. The documentary evidence of Bidder's qualification to perform the contract if its Bid is accepted shall be as per qualification requirements specified in Bid document.

#### **3.2.4. Bid form**

The Bidder shall complete the Bid form and the appropriate price schedule furnished in the Bid document. Financial Quote shall comprise of the License Fee of 1<sup>st</sup> year in the Bid form in figures and words.

#### **3.2.5. Bid Currency**

Prices shall be quoted in Indian Rupees only.

#### **3.2.6. Formats and Signing of Bid**

- a. The Bidder shall prepare one electronic copy of the technical Bid and financial Bid separately.
- b. The Bid document shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the Bid. All the pages/documents of the Bid shall be signed by the person authorized to sign the Bid.
- c. Bidders should provide all the information as per the RFP and in the specified formats. HMRL reserves the rights to reject any proposal that is not in the specified formats.
- d. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.



**3.2.7. Deadline for submission of Bid**

**Bid (Technical and financial) must be submitted by the Bidder at HMRL office not later than the time specified on the prescribed date. HMRL may, at its discretion, extend this deadline for submission of Bid by amending the Bid document, in which case all rights and obligations of HMRL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.**

**3.2.8. Submission of Bid**

- a. The bid submission enables the Bidders to submit the Bid in response to this Bid published by HMRL.**

**3.2.9. Late Bid**

- a. Bids received by HMRL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.**
- b.**

**3.2.10. Withdrawal and resubmission of Bid**

- a. At any point of time, a Bidder can withdraw his/her Bid submitted**
- b. No Bid can be resubmitted subsequently after the deadline for submission of Bids.**

**3.2.11. HMRL's right to accept any Bid and to reject any or all Bids.**

- a. Notwithstanding anything contained in this Bid, HMRL reserves the right to accept or reject any Bid and to annul the Selection 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 thereof.**
- b. HMRL reserves the right to reject any Bid if:  
At any time, a material misrepresentation is made or uncovered, or  
The Bidder does not provide, within the time specified byHMRL, the supplemental information sought by HMRL for evaluation of the Bid.**
- c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then the HMRL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion ofHMRL, including annulment of the Selection Process.**

**3.2.12. Period of validity of Bid**

- a. Bid shall remain valid for 180 days after the date of Bid opening prescribed byHMRL. An Bid valid for a shorter period shall be rejected by HMRL as non-responsive.**
- b. In exceptional circumstances, HMRL may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing.**

**3.2.13. Correspondence with the Bidder**

- a. Save and except as provided in this Bid, HMRL shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any Bid.**
- b. Subject to Clause 3.4.5 no Bidders or its Technical Partners shall contact HMRL on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.**
- c. Any effort by the Bidder or by its Technical Partners to influence HMRL in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.**

### **3.3. Security Deposit**

#### **3.3.1. Security Deposit**

- a. The tenderer shall furnish, as part of its Bid, an Bid security as stated in Data Sheet in favour of Hyderabad Metro Rail Limited mentioned in Data Sheet. Tender without Security Deposit in the prescribed form, will not be accepted.**
- b. Bidders shall be required to submit Security Deposit as mentioned in Data Sheet for which bid is submitted.**
- c. Any Bid not secured in accordance with above shall be treated as non-responsive and rejected byHMRL.**
- d. Unsuccessful Bidder's Security Deposit will be returned within 45 days after conclusion or discharge of theBid.**
- e. No interest will be paid by the HMRL on the Security Deposit.**
- f. The successful Bidder's Bid Security Deposit will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.**
- g. The Security Deposit may be forfeited:**
  - i. If Bidder (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of Bid validity specified by the Bidder on the form.**
  - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.**

### **3.4. Opening and Evaluation of Bids**

#### **3.4.1. Opening of technical Bid by HMRL**

- a. HMRL will open all technical Bids, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at HMRL Office. The Bidder's representatives who are present shall submit the letter to HMRL on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy during pre-bid and other related meetings as well). He / She shall sign a register evidencing their attendance atHMRL. In the event of the specified date Bid opening being declared a holiday for theHMRL, the bids shall be opened at the appointed time and place on the next working day.**
- b. The Bidder who is participating in Bid should ensure that the Bid Processing Fee and Security Deposit must be submitted within the duration as mentioned in Bid notice, otherwise, in any case, Bid shall be rejected.**
- c. The Bidders names and the presence or absence of requisite Bid security and such other details as HMRL at its discretion may consider appropriate, will be announced at the opening.**

#### **3.4.2. Opening of financial Bid**

- a. After evaluation of technical Bid, through the evaluation committee, HMRL shall notify those Bidders whose technical Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial Bids will not be opened.**
- b. HMRL will simultaneously notify the Bidders, whose technical Bids were considered acceptable to theHMRL. The notification may sent by e-mail provided by Bidder.**
- c. The financial Bids of technically qualified Bidders shall be opened in the presence of technically qualified bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder.**

### 3.4.3. Correction of Errors

- a. Financial Bids determined to be responsive will be checked by HMRL for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b. The amount stated in the Financial Bid will be adjusted by HMRL in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of Bid, his Bid will be rejected, and his Bid Security shall be liable for forfeiture in accordance with Clause 3.3.1g.

### 3.4.4. Examination of Bid document

- a. The HMRL will examine the Bid to determine if:
  - i. They are complete;
  - ii. They meet all the conditions of the RFP document & its addendum/ corrigendum;
  - iii. The required Bid Processing fee, Security Deposit and other required documents have been furnished;
  - iv. The documents have been properly signed; and
  - v. The Bids are in order.
- b. Any Bid not fulfilling these requirements shall be rejected.

### 3.4.5. Contacting HMRL

- a. No Bidder shall contact HMRL on any matter relating to his/her Bid, from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of HMRL, he/she can do so in writing.
- b. Any effort by a Bidder to influence HMRL in its decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's Bid.
- c. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Hyderabad Metro works and legal proceeding can also be initiated. Security Deposit of such bidders will be forfeited.

### 3.4.6. Confidentiality

- a. 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 HMRL in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- b. HMRL shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. HMRL 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 HMRL or as may be required by law or in connection with any legal process.

## 3.5. Award of Contract

### 3.5.1. Award Criteria

- a. HMRL will award the contract as per evaluation criteria stated in the RFP Document.
- b. HMRL will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

**3.5.2. Letter of Award (LOA)**

- a. Prior to the expiration of the period of Bid validity, HMRL will notify the successful Bidder in writing, by letter/e-mail/fax, that its Bid has been accepted.
- b. The acceptance of LOA will constitute the formation of the contract.

**3.5.3. Signing of contract**

At the same time as HMRL notifies the successful Bidder that it's Bid has been accepted, the successful Bidder shall have to sign the License Agreement with relevant document as mentioned in the RFP. The agreement draft along with other related terms and conditions will be same as furnished in this Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

**3.5.4.HMRL's right to accept any Bid and to reject any or all Bids**

HMRL reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

## 4. Section 4: Eligibility, Evaluation and Selection Process

### 4.1. Eligibility Criteria

The Bidder's competence and capability is proposed to be established by the following parameters. The Bidder should meet all the criteria given in this section.

- a. Sole proprietorship, registered partnership firm, public limited company, private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.
- b. The Bidder should submit the net worth / solvency certificate issued by Nationalized / Scheduled bank (issued within a period of minimum six months) and it should not be less than Rs. 1 Crore (Rupees One Crore only)
- c. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Company in last 5 (five) financial years.
- d. To provide co-ordinated & dedicated services, fleet operators / aggregators of e-Autos shall have a minimum fleet size of 100 e-rickshaws or partners with any kind of passenger vehicles as business of transport / call taxi / aggregators of taxi cars operating in Metros / Metropolitan region.
- e. The fleet operator must have at least 12 months experience of running fleet of e-rickshaws or partners to have experience in business of transport for passenger ferrying as call taxi / travel agency / aggregators operations.
- f. Preference shall be given to fleet operators who have 'MADE IN INDIA' e-Autos.
- g. In case of multiples requests for provision of first & last mile connectivity feeder services at the metro stations through e-Autos, preference will be given to fleet operators who are registered under the Companies Act, 1956/2013, to ensure professionalism in their services.
- h. Preference shall be given to Operators whose e-Autos have fully covered passenger cabin and a full front windscreen to ensure driver and passenger safety and comfort.

**Note – Consortium is allowed.**

In case of a Bid by a Consortium of firms, following shall be abided by their members:

- i. The Lead Member of the Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the Consortium during full tenure of License Agreement.
- ii. Any change in percentage stake of Consortium members without prior written approval of HMRL shall be treated as Material Breach of Contract and Licensee's Event of Default entitling HMRL to encash Interest Free Security Deposit/Performance Security and /or to terminate the License Agreement after 30 days notice.
- iii. Minimum percentage stake of any member in Consortium during license period (including lock-in period) shall not be less than 26%.
- iv. All members of such entity shall be jointly and severally liable for the due performance of License agreement.

The Bidder shall also furnish the following documentary proof:

- a. For above criteria 4.1a
  - i. Documentary evidence such as Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership, as applicable
  - ii. Self-attested copy of PAN card of the company/firm; the GST registration(For all the members in case of Consortium)

- a. For above criteria 4.1b
  - i. Form 4: Banker's Solvency Certificate
- b. For above criteria 4.1c
  - i. Form 7: Undertaking

#### 4.2. Information of the Technical and Financial Proposal

- a. The Bidder satisfying the criteria under Clause 4.1 shall be considered as technically qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The financial evaluation will be carried out as per the weighted financial score (S). The lowest fare quoted by the Bidder per passenger per km ( $F_M$ ) will be given a financial score of ( $S_F$ ) of 100 points. The financial score of other proposals will be computed as follows :

$$S_F = 100 \times F_M / F$$

F = Amount of financial proposal of other Bidders

Proposals will be finally ranked according to the combined Fare quoted per passenger per km and the License Fee quoted per vehicle per month (as per Form 15) as follows :

$$S = S_L \times L_w + S_F \times F_w$$

Where S is the combined score, and  $F_w$  and  $L_w$  are weights assigned to the Fare quoted per passenger per km and License Fee quoted per vehicle per month which shall be 0.6 and 0.4 respectively

- d. The License Fee quoted by the Successful Bidder and accepted by HMRL shall be escalated by 10% (Ten Percent) annually i.e., in the beginning of every year during the Agreement Period as per the terms and conditions set out in the Agreement.
- e. The Selected Bidder shall be the Bidder quoting the highest License Fee. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in RFP, be invited to match the Financial 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 Financial Bid of the highest Bidder, the HMRL may, in its discretion, invite fresh Financial Bid.

#### 4.3. Selection of Bidder

After the above evaluation process and negotiations, the Preferred Bidder may be declared as the selected Bidder ("Selected Bidder") for the Project.

- a. The first ranked Bidder (having the highest combined score) shall be the selected Operator. The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in the RFP.
- b. In case two or more technically qualified bidders quote the same price in the Financial Bid, and become High (i.e., H-1), then such highest bidders alone will be given an opportunity to better their rates through separate sealed quotations. The bidder with highest rate offered in such quotations will be taken as the successful bidder.
- c. In case, two or more responsive bidders have the same financial quotes, then the decision shall be taken by MD, HMRL and notified to the concerned Bidders.
- d. Prior to the expiry of the period of bid validity, HMRL will notify the successful bidder in writing, either through Letter of Award (LOA), that his bid has been accepted.

- e. The LOA would be sent in duplicate to the successful bidder, who will return one copy to HMRL duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the LOA, within 10 (ten) days from the date of issue of LOA.
- f. No correspondence will be entertained by HMRL from the unsuccessful bidders.

#### 4.4. Letter of Award and Execution of License Agreement

- a. HMRL will notify the Successful Bidder by a LOA that its bid has been accepted.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof along with letter of acceptance of LOA. In the event, the duplicate copy of the LOA duly signed by the Selected Bidder and letter of acceptance of LOA is not received by the stipulated date, HMRL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by HMRL on account of failure of the Selected Bidder to acknowledge the LOA.
- c. The Successful Bidder shall execute the License Agreement within 30 (thirty) days of the letter of acceptance of LOA or such extended period as may be decided by the HMRL.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of LOA shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the bid security.

#### 4.5. Contract during Proposal Evaluation

- a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time HMRL makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, HMRL and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded
- b. Any effort by a Bidder to influence HMRL in its decisions on Bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's Bid.
- c. In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d. If the Bidder wishes to bring additional information to the notice of HMRL, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:  
Chief Electrical Engineer  
Hyderabad Metro Rail Limited,  
2nd Floor, Metro Rail Bhavan, Begumpet,  
Hyderabad 500003  
Email: raju.irsee@gmail.com Website: www.hmrl.co.in,
- e. No interpretation, revision, or other communication from HMRL regarding this solicitation is valid unless in writing and signed by the competent authority from HMRL.

#### 4.6. Project Financial Terms

##### 4.6.1. Schedule of Payment

- a. The Operator shall pay to HMRL the license fee as per the accepted rate received highest one on open bidding on a monthly basis exclusive of GST in advance. Monthly License Fees for next month shall be paid within 7 days of the start of the running / previous month. First payment shall be made within 7 days of acceptance of LOA in this regard.

- b. GST at applicable rates shall also be paid by the licensee to HMRL along with the above License Fee. Any revision in rates of GST (Goods and Services Tax)/or if any other tax becomes applicable due to Govt. policy or legislation, the same shall also apply to the contracts under this tender and the Licensee shall accordingly pay the revised GST/or any other tax along with License Fees.
- c. All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify HMRL from any claims that may arise from the statutory authorities in connection with this License. Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.
- d. The utility charges including consumption of electricity, etc. shall also be payable by Licensee to HMRL in addition to above in accordance with terms & conditions of the agreement. Till the time HMRL is not able to provide the electricity to the licensee, the licensee has to coordinate with the concerned department to get the electrical power, if needed, HMRL shall facilitate for the same.

#### 4.6.2. Payment Terms

- a. The Licensee shall preferably make payment of the License Fee and other dues to HMRL by E-Mode i.e. RTGS/NEFT for credit of the designated account of HMRL after obtaining prior approval of HMRL and complying with the laid down procedure.
- b. The re-reconciliation of License Fee and other dues shall be carried out yearly. Based on reconciliation, the adjustment of License Fee payable to HMRL shall be carried out along with Interest free Security Deposited/Performance Security with payment of License Fees of next month.
- c. Payment shall be made free from all claims, demands, set offs and counter claims of any kind against the HMRL.
- d. The License Fee with applicable taxes and dues must always be paid in advance as and when become due.

#### 4.6.3. Interest Free Security Deposit / Performance Security

- a. The Licensee shall pay Interest Free Security Deposit / Performance Security to HMRL in advance equivalent to the amount of six months License Fee. The interest free Security Deposit/ Performance Security shall be accepted in the in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favour of HMRL valid up to 6 months beyond the Agreement period.
- b. In case of a Consortium, the performance security is to be submitted in the name of the Consortium. However, splitting of the performance security (while ensuring the security is in the name of Consortium) and its submission by different members of the Consortium for an amount proportionate to their participation ratio or otherwise is also acceptable.
- c. Security Deposit amount of successful bidder shall be adjusted in the performance security. For unsuccessful bidder, Security Deposit shall be refunded without any interest.
- d. Before the start of work by the Licensee, Agreement will have to be signed by the Licensee at his cost on proper stamp paper. Without performance guarantee by Licensee, License agreement shall not be signed.
- e. Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period i.e. 5 years from commencement date of License Agreement or in case of surrender of license after 3 years lock in period as per the provisions of the Agreement, after adjusting any dues payable to HMRL and after final settlement, without consideration of any interest after completion of agreement.



- f. **HMRL reserves the right for deduction of HMRL dues from Licensee's Interest Free Security Deposit / Performance Security for – Any penalty imposed by HMRL for violation of any terms and conditions of agreement committed by the Licensee.**
- g. **Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default and will entitle HMRL to deal with the matter as per the provisions of RFP and License Agreement.**

#### **4.6.4. Non Payment of License Fee and Other Duties**

- a. **Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle HMRL to terminate the License Agreement as per provisions stipulated in Agreement. Besides, the Licensee shall pay an interest of 18% per annum on the amounts of License Fee and other dues for each day of delay until dues are finally paid.**
- b. **Licensee shall periodically advise the details of payments made to HMRL. In the case of non-submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of HMRL), then others dues / liabilities like electricity, etc, and lastly License fee shall be accounted for.**
- c. **The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from HMRL.**
- d. **In case payment is not made by due date, a 15 day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, HMRL shall be entitled to terminate the License with 30 days' notice and shall be free to forfeit Interest Free Performance Security and take such other action available to it under this Agreement and as per Law. Electricity would be discontinued on 16<sup>th</sup> day of issuance of 30 days termination notice.**
- e. **Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Licensee Event of Default Notice, along with a written request in the matter.**
- f. **The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from concerned Station Manager or its authorized representative in proof of Licensee having vacated the site will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.**
- g. **Interest Free Security Deposit / Performance Security shall be forfeited on termination of contract due to any event of default by the licensee after adjustment of any dues payable by the Licensee to HMRL.**
- h. **In no case, due payments to HMRL shall be allowed to remain outstanding and unpaid for a period of more than 60 days. If at any stage, the dues remain unpaid and outstanding for the period of more than 60 days, the License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Security Deposit / Performance Security and advance license fee received, if any, shall stand forfeited in favour of HMRL after adjustment of any dues payable to HMRL by the Licensee. The Licensee shall be required to remove the vehicles immediately thereafter within 3 days of receipt of notice of such termination by HMRL.**

## **5. Section 5: General Conditions of Contract (GCC)**

These conditions shall be part of the License agreement.

### **5.1. General Provisions**

#### **5.1.1. Governing law and jurisdiction**

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the court located in Hyderabad, Telangana State, India.

#### **5.1.2. Notices**

- a. Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.
- b. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

#### **5.1.3. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the Corporation or the Successful Bidder may be taken or executed by the officials as formally designated by each party.

#### **5.1.4. Taxes and Duties**

- a. The GST, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.
- b. All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify HMRL from any claims that may arise from the statutory authorities in connection with this License.

#### **5.1.5. Fraud and Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, HMRL may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, 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, HMRL shall be entitled to forfeit & appropriate Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to HMRL under Bidding Documents and/ or License Agreement, or otherwise.
- b. Without prejudice to the rights of HMRL under Clause 5.1.5a hereinabove and the rights and remedies which HMRL may have under the LOA or the License Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by HMRL 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 License Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFP issued by HMRL during a period of 3 (three) years from the date such Bidder is found by HMRL to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
- i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - iii. “collusive practices” means a scheme or arrangement between the Licensee, with or without the knowledge of the corporation, designed to establish prices at artificial, non-competitive levels;
  - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
- d. Measures to be taken:
- i. The HMRL shall have right to cancel the engagement of the Licensee, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

## **5.2. Commencement, Completion, Modification, Arbitration and Termination of Contract**

### **5.2.1. Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with the Bidder.

### **5.2.2. Commencement of Services**

The Licensee shall begin carrying out the Services from the date of acceptance of LOA or any such date as specified by the Corporation.

### **5.2.3. Expiration of Contract**

Unless terminated earlier pursuant to Clause 5.4 hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in RFP Document.

### **5.2.4. Modifications or Variations**

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

### **5.2.5. Force Majeure**

- a. **Definition:** For the purpose of these standard terms, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- b. **No Breach of Contract:** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**RFP for Selection of Operator of First & Last Mile Connectivity through E-Autos**

- c. **Extension of Time:** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. **Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Licensee shall be entitled to continue to be paid under the terms of this Contract.

**5.3. Material breach of contract / Events of Default**

Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default:

- a. If at any time during the subsistence of the Agreement, there is non-conformity to the Agreement or any time during the Agreement, the Licensee indicates its unwillingness to abide by any clause of this Agreement or repudiates the Agreement.
- b. If the Licensee fails to pay License Fee or other amounts due to HMRL.
- c. If the Licensee is in persistent non-compliance of the written instructions of HMRL officials.

**5.4. If any of the above Material Breach and Licensee Events of Default happens, then**

- a. HMRL, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement with a 30 day termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.
- b. HMRL shall issue a note to the licensee to cure the defaults, failing which the under proceedings shall be initiated as per schedule/notice period defined in the bid document.
- c. In all other cases of Licensee's Event of Default where specific notice period is not provided, HMRL shall issue a Notice to Licensee to cure the Default within 30 days. If the Licensee fails to cure the Default within 30 days, HMRL after giving a final 30days' notice shall be entitled to terminate the License Agreement, in such case the Interest free security deposit shall be forfeited to HMRL as per the provisions of this License Agreement.

**5.5. Surrender of Contract Document**

- a. If the Licensee is desirous of surrendering and exiting from the license hereby created and foreclosure before expiry of the lock-in period of three years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by HMRL. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of HMRL after adjustment of outstanding dues, if any, payable to HMRL. No grace period shall be provided to licensee in such a case. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their equipment or else HMRL will seize their vehicles/ equipment at zero/nil value. HMRL shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- b. The Licensee shall have an option to exit from the License Agreement immediately after completion of lock-in period of 3 years. For this, the licensee shall give 180 days prior intimation to HMRL which can be given before completion of defined lock-in period. [In this case lock in period is of 3years, prior intimation can be given after 2 1/2 years], however option to exit will be available after three years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. HMRL may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other contracts of licensee in HMRL. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else HMRL will seize their property at zero/nil value. HMRL shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

- c. If the Licensee is desirous of surrendering and exiting from the license after expiry of lock-in period without serving any intimation period or intimation period shorter than 180 days, the agreement shall be deemed to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. HMRL may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in HMRL. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else HMRL will seize their property treating it at zero/nil value. HMRL shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. License shall have no claim for compensation or consideration / damages on this account.
- d. HMRL reserves the right for deduction of HMRL dues from Licensee's Interest Free Security Deposit / Performance Security for:
  - i. Any penalty imposed by HMRL for violation of any terms and conditions of agreement committed by the Licensee.
  - ii. Any amount which HMRL becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
  - iii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
  - iv. Any outstanding payment/ claims of HMRL remained due after completion of relevant actions as per agreement.
- e. Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default and HMRL will be free to take action as per the relevant provisions of this tender documents.
- f. On Operational Ground: HMRL reserve the rights to terminate the License Agreement by giving 90 days advance notice on operational ground. The License agreement will stand terminated on expiry of 90 day's notice. The Interest free Security deposit will be refunded after adjusting outstanding dues payable to HMRL, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the equipment etc. from HMRL premises within 30 days of issue of such termination letter, failing which these equipment, etc. shall become property of HMRL at "0"/nil value.

#### **5.6. Handing over on Termination / Completion / Surrender**

- a. In case of Termination / Completion / Surrender of the Agreement, the Licensee shall hand over to HMRL or its authorized representative peaceful vacant possession of all Sites. Licensee shall remove all the equipment, etc. from HMRL premises within 30 days of issue of termination letter/surrender completion. No license fee would be charged for this grace period of 30 days. However, if the licensee fails to vacate the licensed premises/ space within the above grace period, penalty of twice the prevalent monthly license fee shall be chargeable for occupation beyond this 30 days period. If, the licensee fails to vacate the licensed space / premises within the grace period, and after lapse of this 30 days grace period, HMRL shall take over the goods / property treating at NIL value, even if it is under lock & key; and HMRL shall be free to dispose-off the goods / property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period on this account. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security available with HMRL. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.

- b. The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

#### 5.7. Obligations of Licensee

- a. General

The Licensee shall always act, in respect of any matter relating to the Contract or to the Services, as faithful to the HMRL, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Sub-Contractors or third Parties.

- b. Standard of Performance

The Licensee shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, equipment, machinery, materials and methods.

- c. Conflict of Interests

The Licensee shall hold the HMRL's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- d. Prohibition of Conflicting Activities

The Licensee shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

- e. Confidentiality

Except with the prior written consent of the HMRL, the Licensee and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Licensee and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. This clause shall survive even after expiry of this contract.

- f. Accounting, Inspection and Auditing

The Licensee shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.

#### 5.8. Sub Contractor

The contractor may enter for whole work or any part of work through formal lease deed with second party/ sub-contractor for providing their vehicle(s) with/ without drivers however, the whole responsibility on part of the second party lies with the Operator as principal agency for the License agreement between HMRL and the Operator.

If it comes to the notice of employer that work or part of work has been subcontracted without following the extant provisions of the contract/ bid and the Motor Vehicle Act 1988 the contract will be terminated and performance bank guarantee shall be forfeited and punitive action shall be initiated against the contractor.

However, with prior approval of HMRL, subcontracting for the following activities may be permitted

- Major and minor servicing / repairing of vehicles;

- Engaging operational staff for the vehicles from any reputed agency;
- Any other activity, with approval of HMRL

**5.9. Good Faith**

The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**5.10. Penalties**

To monitor smooth operations, penalty for deficiency in services shall be imposed & recovered from the Operator. Details of deficiencies and respective penalties are given as under -

S. No	Offence	Penalty (with or without warning) each case
1.	Poor dress code	Up to Rs. 200
2.	Using Mobile phone or listening music on Mobile/ Other devices on duty	
3.	Improper cleanliness at / near deputed place	
4.	Misbehavior and Poor Customer Support	Up to Rs. 500
5.	Breach of Instructions	
6.	Overcharging of fare (proved cases)	Rs. 1000
7.	Violation of Terms & Conditions of Contract	To be decided by Competent Authority
8.	Vehicles not parked in orderly manner	
9.	Parking of unauthorised vehicles / used for other purposes	

The above mentioned penalty shall be imposed on Operator and nowhere may it be constituted that it has been imposed on individual Personnel.

Any liabilities arising out of any litigation (including those in consumer courts) due to any act of Operator’s personnel shall be directly borne by Operator including all expenses/fines. The concerned Operator’s personnel shall attend the court as & when required.

**5.11. Settlement of Disputes**

**5.11.1. Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

**5.11.2. Arbitration**

All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Managing Director, HMRL on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.50 Lakh and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakh. HMRL shall provide a panel of three Arbitrators for the claims up to Rs.50 Lakh and a panel of five Arbitrators for claims of more than Rs.50 Lakh. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. HMRL shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

**5.11.3.** The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

**5.11.4.** Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to HMRL as per the License Agreement.

**5.11.5. Jurisdiction**

With respect to any dispute arising out of or related to this Contract, the parties consent to the exclusive jurisdiction of, and venue in, the Court located in Hyderabad, Telangana State, India.

**5.11.6. Cost**

The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

**5.12. Indemnity**

The Licensee shall indemnify and hold harmless the Licensor, from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Licensee, his representative or his employees in the execution of the Services. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to:

- a. sickness, or disease, or death of, or injury to any person; and
- b. loss of, or damage to, or destruction of any property including consequential loss of use

**5.13. Miscellaneous**

- a. Insurance and Waiver of Liability- The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in HMRL premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. The Licensee shall submit to HMRL, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold HMRL harmless against any liability, losses, damages, claims, expenses suffered by HMRL because of such default by the Licensee.
- b. The Licensee hereby indemnifies HMRL against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- c. The Licensee hereby agrees that HMRL shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of HMRL. Licensee hereby indemnifies HMRL against the claims made by Licensee's employees against HMRL.
- d. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies HMRL against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to HMRL in accordance with HMRL's policies regulations prevalent at that time.



- e. Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of HMRL and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify HMRL from any claims that may arise in connection with above.
- f. In case of non-payment of License fees and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the licensor " HMRL" to disconnect all utility services including electric supply to the licensed premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.
- g. That the Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and HMRL shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- h. The Licensee agrees voluntarily and unequivocally to make all payments as may be due on due date, without waiting for any formal invoice from the Licensor. The Licensee also voluntarily agrees to collect the invoice from the Authorized representative of the licensor ( HMRL) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.
- i. Misuse - The Licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and HMRL (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the Licensee only. The Licensee will indemnify and keep indemnified HMRL for any losses on this account.
- j. Compliance with the Law - The premises and the equipment and the appurtenances thereto (except those installed by HMRL) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The Licensee at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and regulations of the Fire department. The Licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the MD, HMRL or any official of HMRL. Non-compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of Licensee.
- k. Power Supply arrangements
  - 1. Parties (HMRL, LTMRHL & Operator) agree to enter into an Agreement after taking cognizance of letter no. 23/08/2018-R&R dated 13th April, 2018, by Ministry of Power, Government of India ("Subject: Clarification on Charging Infrastructure for Electric Vehicles with reference to the provisions of the Electricity Act, 2003") whereby charging of Electric Vehicle(s) by the charging station does not require any license under the provisions of the Electricity Act, 2003.

2. LTMRL shall provide, wherever feasible, the required electricity tapping point for the use of electricity for the operations and functioning of the EV Charging Facilities from power supply distribution centre in LT/ HT depending on the load at the allotted land in accordance with all Applicable Laws. Further, setting-up electricity infrastructure (including installing meter/ sub meter) from the electricity tapping point to the Licensed Premises as well as inside the Licensed Premises shall be the Operator's responsibility and the Operator shall at its own costs and expenses install suitable facility infrastructure to tap and use the power supplied. A dedicated meter/ sub-meter may be installed for the EV Charging Facilities in the Licensed Premises if and as required under Applicable Laws and the Operator shall pay the applicable electricity charges to LTMRL or the concerned distribution authority as per dedicated meter readings, as and to the extent permissible under law. For the avoidance of any doubt, it is hereby clarified that the cost of the power consumed at the EV Charging Facilities shall always be to the account of the Operator.
3. The charges for the electricity used for charging EVs and/or batteries in the Licensed Premises shall be collected by the concerned distribution authority, or LTMRL from the Operator on a pass through mechanism or any other modality adopted mutually, in accordance with Applicable Laws including but not limited to letter issued by Ministry of Power as detailed above, for onwards remittance to the concerned distribution licensee.
4. The Operator shall pay the electricity charges on or before 7th day of each English Calendar month ("Electricity Charges Due Date") to LTMRL. In the event the Operator fails to pay the Electricity charges on or prior to Electricity Charges Due Date, the Operator shall be liable to pay to LTMRL interest at the rate of 18% (eighteen percent) per annum commencing from the Electricity Charges Due Date till date of actual payment. Nothing under this Agreement shall restrict LTMRL's right and authority to withdraw/discontinue the electricity supply to the Licensed Premises due to default in payment of electricity charges beyond 30 days of Electricity Charges Due Date as detailed above, illegal usage of electricity and violation of safety norms by the Operator under the Draft Safety Provisions for Electric vehicles Charging stations proposed by CEA under CEA Safety Regulation specifically for EV charging station and Applicable Laws. As regards to default in payment to electricity charges, it is clarified that delay beyond 30 days in any electricity payment disputed by Parties shall be resolved amicably within 90 days. Reference to any dispute will not entitle nor enable the Operator to withhold the electricity charges and any payments or any part thereof due and payable to LTMRL in excess of Electricity Security Deposit with the LTMRL.
5. The materials used for extension of supply, meters etc. shall comply with LTMRL/ concerned distribution authority specifications/ standards and the cost of same shall be borne by the Operator.
6. The Operator shall deposit with LTMRL as interest free refundable security deposit ("Electricity Security Deposit") towards electricity charges or amount due and payable for consumption of electricity be in arrears from the day the same is payable (Due Date) whether the same be demanded or not, an amount equivalent to tentative three months electricity bills, which shall be tentatively calculated and intimated by LTMRL to the Operator. The Operator shall pay the Electricity Security Deposit to LTMRL within one month of entering into this Agreement. The Operator shall pay the differential amounts due difference in actual electricity bill(s) within ten (10) days of written intimation by the LTMRL. LTMRL shall be entitled to retain/ deduct from and out of the Electricity Security Deposit towards all arrears, dues, damages and electricity charges or any such liabilities of the Operator but which have remained unpaid by the Operator.
7. The Operator shall be solely responsible for payment of electricity charges for EV Charging Facilities in the Licensed Premises to LTMRL or the concerned distribution authority, as the case may be, as well as for payment of charges to the relevant authorities for water, gas and other utility facilities and services availed at the Licensed Premises and agrees to fully indemnify and hold the HMRL, LTMRL and their respective directors, employees, officials etc. harmless from and against all actions, claims, suits, proceedings, costs, charges, expenses and other liabilities brought against, suffered or incurred by the HMRL or LTMRL for any breach, non-performance or non-observance by the Operator of any of the terms under this Agreement or any Applicable Laws.

8. The Operator shall pay when due and shall indemnify and hold harmless the HMRL and LTMRL for, from and against all taxes levied, assessed or imposed in respect of the license granted hereunder. The Operator agrees that it shall not, under any circumstances, be entitled to make any claims against the HMRL and LTMRL in respect of payment of any taxes.
9. The Operator agrees and that LTMRL shall always be entitled to create third party rights under this Agreement subject to a specific approval from the Government and the provisions of the Concession Agreement, however, while effecting such right the LTMRL shall ensure that the same is subject to the Operator's right under this Agreement and shall not prejudice or affect the Operator's interests.
10. If at any time during the License Period, a change in the Licensed Premises is requisite including but not limited due to government or statutory rules, regulations etc., upon intimation by HMRL, the Operator shall be required to shift / relocate its belongings to the intimated premises without any objection, claim or financial burden to the account of HMRL or LTMRL.
11. Neither HMRL nor LTMRL and their agents or employees shall be liable for any loss of any nature suffered by the Operator (including loss of profits) or damage to any of the assets of the Operator including but not limited to stock-in-trade, fixtures, fittings, books and papers and other goods, or be liable for any injury or loss of life at the Licensed Premises.

## 6. Section 6:Draft License Agreement

THIS AGREEMENT made on the .....day of ..... 2019 at Hyderabad, , Telangana State Between Hyderabad Metro Rail Limited (Hereafter referred to as “ HMRL”), a company incorporated under Companies Act 2013, vide corporate identification Number: U45203TG2007SGC053998 and having its registered office at Metro Rail Bhavan, Begumpet, Hyderabad- 500003, , Telangana State, India represented by..... of the company, by virtue of his designation and authorization by Shri ....., Managing Director, HMRL (hereinafter called as the “Licensor”), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

..... having its registered office at ..... ,represented by .....(herein after called the “Licensee”, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part. WHEREAS the Licensor desires that the Works/ Services known as the “.....”should be executed by the Licensee, and has accepted a contract by the Licensee for the execution and completion of these Works.

The Licensor and the Licensee agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement -

Reference:

- (i) Tender No. .... Dated .....
- (ii) Bid Documents duly accepted and submitted by ..... dated .....
- (iii) The Bidding Documents which include all the Sections specified below:
  - a. Section 1: General Information
  - b. Section 2 :Terms of Reference
  - c. Section 3 : Instructions to Bidders
  - d. Section 4: Eligibility, Evaluation and Selection Process
  - e. Section 5: General Conditions of Contract (GCC)
  - f. Section 6:Draft License Agreement
  - g. Section 7:Appendices
  - h.

**RFP for Selection of Operator of First & Last Mile Connectivity through E-Autos**

**i. Section 8 :Forms**

**j. Amendment/ Modification, if any**

- (iv) **Notice of Award (.....) issued by HMRL**
- (v) **Letter of Acceptance of LOA (.....) given by ..... to HMRL**
- (vi) **Any other admitted correspondence documents between HMRL and the Bidder.**

**3. Duration of Contract**

**Duration of Contract means a period of 5 years with the lock in period of 3 years.**

**4. Price Schedule**

**HMRL shall consider the following price, as quoted by the Licensee as part of financial bid:**

**5. The courts at Hyderabad, Telangana State shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.**

**6. In consideration of the payments to be made by the Licensor to the Licensee as specified in this Agreement, the Licensee hereby covenants with the Licensor to execute the Works/Services and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. "Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum uploaded by HMRL on the Portal [www. hmrl.co.in](http://www.hmrl.co.in) and any other correspondence in this regard, shall not be treated as a part of the License Agreement & shall not be binding upon HMRL in anyway whatsoever at any stage of work/service during execution or thereafter."**

**IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.**

**For and on behalf of the Licensee  
Signature of the authorized official**

**For and on behalf of the Licensor  
Signature of the authorized official**

**Name of the official**

**Name of the official  
Name of the official**

**RFP for Selection of Operator of First & Last Mile Connectivity through E-Autos**

**Stamp/Seal of the Licensee      Stamp/Seal of the Licensor**

**In the presence of:**

**In the presence of:**

**Sign of Witness 1\_\_\_\_\_**

**Sign of Witness 1\_\_\_\_\_**

**Name\_\_\_\_\_**

**Name\_\_\_\_\_**

**Address\_\_\_\_\_**

**Address\_\_\_\_\_**

\_\_\_\_\_

\_\_\_\_\_

**Sign of Witness 2\_\_\_\_\_**

**Sign of Witness 2\_\_\_\_\_**

**Name\_\_\_\_\_**

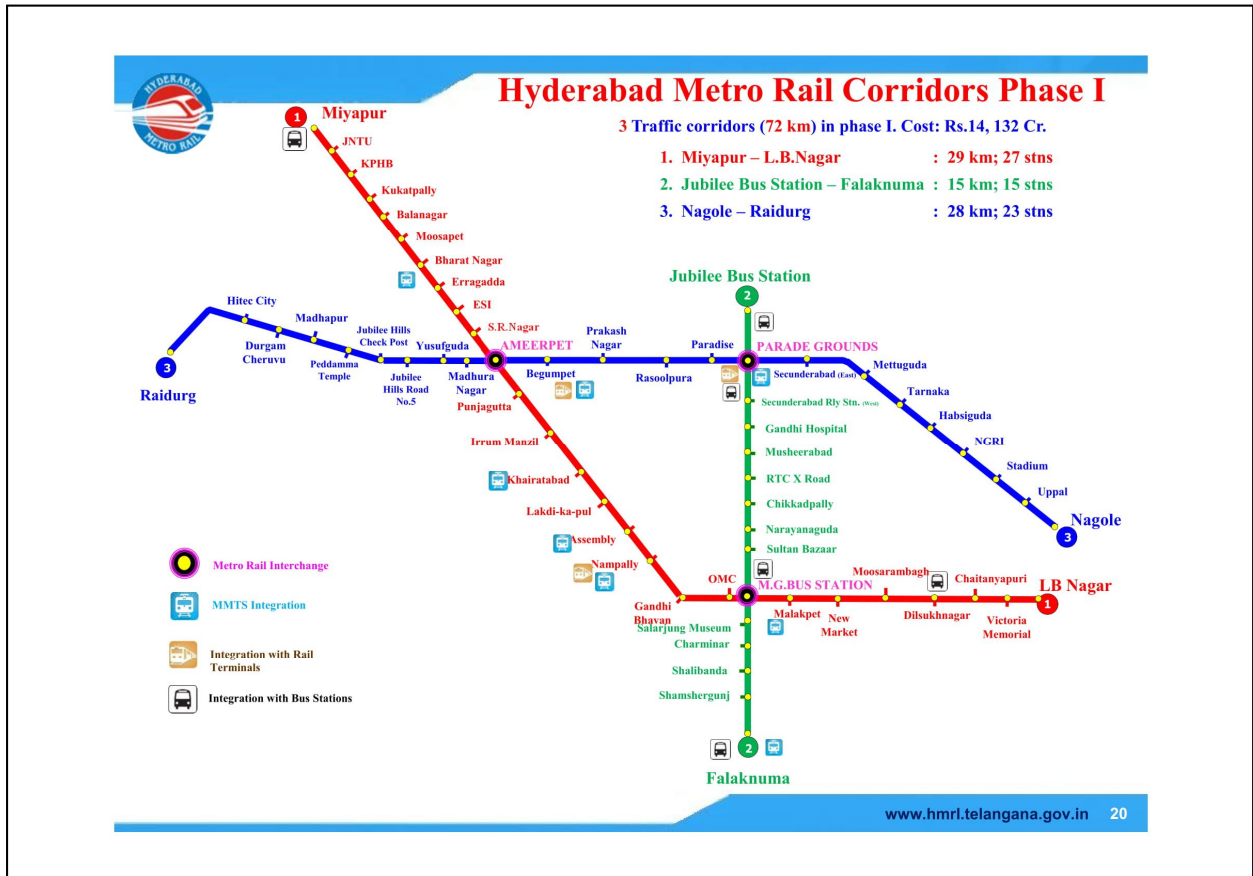
**Name\_\_\_\_\_**

**Address\_\_\_\_\_**

**Address\_\_\_\_\_**

## 7. Section 7: Appendices

### 7.1. Appendix 1: Metro Alignment



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<b>S.NO.</b>	<b>Name of the Station</b>
1.	JNTU College Station
2.	KPHB Station
3.	Erragadda Station
4.	SR Nagar Station
5.	Dilsukh Nagar Station
6.	Victoria Memorial Station
7.	Habsiguda Station
8.	Khairatabad Station
9.	Durgam Cheruvu Station
10.	Hitec City Station

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## **8. Section 8 :Forms**

### **8.1. Form 1: Letter of Proposal Submission**

[Location, Date]

To

Chief Electrical Engineer  
Hyderabad Metro Rail Limited  
2<sup>nd</sup> Floor, Metro Rail Bhavan, Begumpet,  
Hyderabad -500003  
, Telangana State

Subject: Selection of Operator of First & Last Mile Connectivity through E-Auto

Dear Sir,

We, the undersigned, offer to provide the services being the Operator of First & Last Mile Connectivity through E-Auto in accordance with your RFP Document dated [ Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

Studied and analysed and satisfied ourselves about all the requirement of the tender including but not limited to market and market conditions

Carefully assessed the commerciality of Project and that we will be fully responsible for all its assessment in this regard.

Seen / visited / assessed the potential locations of the Metro Stations and fully understand and comprehend the technical, financial, commercial and investment requirements.

We have filled the complete information correctly in Form 17: Bid Details.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

We understand you are not bound to accept any Bid you receive.

---

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

**8.2. Form 2: Firm Details**

<b>1.</b>	<b>Title and name of the Project:</b> Selection of Operator of First & Last Mile Connectivity through E-Auto																
<b>2.</b>	<b>State the structure of the Bidder's organisation (Bidders to complete/delete as appropriate)</b> Sole Bidder/Consortium																
<b>3.</b>	<b>For Bidders who are individual companies or firms, state the following:</b> Name of Company or firm: ..... Legal status: (e.g. incorporated private company, proprietorship, etc.) ..... Registered address: ..... Year of incorporation..... Principal place of business: ..... Contact person: ..... Contact person's title: ..... Address, telephone, facsimile number and e-mail ID of contact person: ..... ..... .....																
<b>4.</b>	<b>In case of a consortium, state the following:</b>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Names of members (Lead member first):</th> <th style="width: 30%;">Legal Status</th> <th style="width: 20%;">Registered address and principal place of business</th> <th style="width: 20%;">Percentage participation (equity)</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Names of members (Lead member first):	Legal Status	Registered address and principal place of business	Percentage participation (equity)	a.				b.							
Names of members (Lead member first):	Legal Status	Registered address and principal place of business	Percentage participation (equity)														
a.																	
b.																	
<p><b>Note:</b></p> <p><b>Authorised contact person (from lead member):</b></p> <p><b>Contact person's title:</b></p> <p><b>Address, telephone, facsimile and e-mail ID of contact person:</b></p>																	

**8.3. Form 3:Capability Statement**

It is Compulsory for the bidder to fill this statement and the bidder must upload those document that support this statement

Tender Reference No : \_\_\_\_\_

Name of Work : \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

<u>S.No.</u>	<u>ELIGIBILITY CRITERIA</u>	(To be filled by the Bidder)
1	Sole proprietorship, registered partnership firm, public limited company, private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.	
2	The Bidder should submit the solvency certificate issued by Nationalized / Scheduled bank (issued within a period of minimum six months) and it should not be less than Rs. 1 Crore (Rupees One Crore only)	
3	The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Company in last 5 (five) financial years.	

**8.4. Form 4: Banker's Solvency Certificate**

To

Chief Electrical Engineer  
Hyderabad Metro Rail Limited  
2<sup>nd</sup> Floor, Metro Rail Bhavan, Begumpet,  
Hyderabad -500003,  
Telangana State

**SOLVENCY CERTIFICATE**

This is to certify that to the best of our knowledge and information M/s. ....  
..... having a registered office at .....  
....., a customer of our Bank is has been  
dealing with us for last ..... years and can be treated solvent up to a limit of INR  
..... (Rupees .....), as disclosed by the  
information and record which are made available to the Bank.

It is clarified that this information is furnished without any risk and responsibility on our part, or  
any of its officials in any respect whatsoever more particularly as a Guarantor or otherwise.

Signature & Seal of the Bank:

Date:

Note: This certificate is to be submitted on the banker's letterhead

Authorised Signatory  
(Name & Designation of Authorised Signatory)

**8.5. Form 5: Proforma for Corporation from Manufacturers**

To

Chief Electrical Engineer

Hyderabad Metro Rail Limited

2<sup>nd</sup> Floor, Metro Rail Bhavan, Begumpet,

Hyderabad -500003,

Telangana State

Dear Sir,

- a. We .....an established and reputable manufacturers of E-Rickshaws having factories at.....and offices at ..... do hereby authorize M/s..... (Name) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No .....
- b. M/s .....are authorized to represent us in regard to this business against this specific tender.
- c. We have .....(the precise relationship)with .....(representative)
- d. We have the mutual interest in the business of each other.
- e. We do not have any commission agent and no agency commission shall be paid.
- f. We / our representative have/ has own service center. (Attach documentary proof)
- g. We have adequate plant and manufacture capacity to manufacture and supply the items offered within the delivery schedule as mentioned in the tender document.
- h. All items being offered are not obsolete and are in their current manufacturing range and their spare parts will be made available during the Agreement period.
- i. All services namely supply, commissioning, training and maintenance shall be rendered by our representative.
- j. In case of any termination or dispute of contract /agreement /relationship with our representative, we shall be laid with full responsibility of carrying the work as mentioned in the tender document.

\_\_\_\_\_  
Signature and Name of the Manufacturer

\_\_\_\_\_  
NAME OF THE BIDDER AND SEAL

**NOTE:**

- 1. This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**8.6. Form 6: Memorandum**

**Name of Work: Selection of Operator of First & Last Mile Connectivity through E- Auto**

**I/We agree to keep the quoted rate open for acceptance for 180 days from the due date of submission thereof and not make any modification in its terms and conditions.**

**I/We/ any of the consortium members hereby declare that I/We/ consortium members shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of HMRL.**

\_\_\_\_\_  
**Signature of the bidder with seal**

**Dated:**

**Witness:**

**Address:**

**Occupation**

**Note: To be signed by the Bidder/ lead member in case of a Consortium**

**8.7. Form 7: Undertaking**

**Name of Work: Selection of Operator of First & Last Mile Connectivity through E- Auto**

**I confirm that I/ Bidder/ any of the consortium members have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years.**

**I confirm that I/ Bidder/ any of the consortium members [have/ don't have any] pending litigations, non-performing contracts and surrendered contracts during last 5 years.**

---

**Signature of the bidder with seal**

**Dated:**

**Witness:**

**Address:**

**Occupation**

**Note:**

- 1. To be signed by the Bidder/ lead member in case of a Consortium**

**8.8. Form 8: Power of Attorney**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We .....(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for 'Selection of Operator of First & Last Mile Connectivity through E- Auto' in response to the RFP Document dated \_\_\_\_\_ issued by Hyderabad Metro Rail Limited ("HMRL"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the HMRL or any other authority, and providing information / responses to the HMRL, representing us in all matters before the HMRL, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the HMRL and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP Document.

Signed by the within named  
.....[Insert the name of the executant company]  
through the hand of  
Mr. ....  
duly authorized by the Board to issue such Power of  
Attorney Dated this ..... day of .....

Accepted  
.....  
Signature of Attorney  
(Name, designation and address of the Attorney)

Attested  
.....  
(Signature of the executant)  
(Name, designation and address of the executant)

.....  
Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

**WITNESS**

1. ....  
(Signature)



**RFP for Selection of Operator/ Preferred Partner of First & Last Mile Connectivity through E-Rickshaws**

**Name .....**

**Designation.....**

**2. ....**

**(Signature)**

**Name .....**

**Designation.....**

**Notes:**

- (1) 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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.**
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.**
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).**

**8.9. Form 9: Statement of Legal Capacity**

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

Ref. Date:

To

Chief Electrical Engineer  
Hyderabad Metro Rail Limited  
2<sup>nd</sup> Floor, Metro Rail Bhavan, Begumpet,  
Hyderabad -500003,  
Telangana State

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. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

\*Please strike out whichever is not applicable

**8.10. Form 10: Power of Attorney for Lead Member of Consortium**

Whereas the Chief Electrical Engineer, Hyderabad Metro Rail Limited (HMRL) has invited applications from interested parties for the Selection of Operator of First & Last Mile Connectivity through E-Auto (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 Request for Proposal (RFP) 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 .....,M/s. ....having our registered office at .....and .....having our registered office at .....(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise 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"). We hereby irrevocably authorise 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 concession/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 pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, 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 HMRL, 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 Concession Agreement is entered into with the HMRL.

AND 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 .....2.....**

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

**RFP for Selection of Operator of First & Last Mile Connectivity through E-Autos**

For .....  
(Signature)

.....  
(Name & Title)

**Witnesses:**

- 1.
- 2.

.....

**(Executants)**

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

**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.

Also, 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 favor 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 notarized 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

**8.11. Form 11: Consortium Agreement / Memorandum of Understanding**

(To be executed on Stamp paper of appropriate value)

This Consortium Agreement/Memorandum of Agreement is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BETWEEN**

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its registered Office at \_\_\_\_\_ acting through its \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

**AND**

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 2013 and having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

**AND**

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 2013 and having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the third PART]

Whereas Hyderabad Metro Rail Limited (hereinafter referred to as 'HMRL') has invited Bids for the Licensing of \_\_\_\_\_ in terms of the RFP documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by HMRL for participating in the bid by the Consortium for which the Bid has been floated by HMRL.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

**NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:**

2. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of \_\_\_\_\_ in terms of the Bid invited by Hyderabad Metro Rail Ltd., (HMRL).
3. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by HMRL for awarding the Bid to the

**RFP for Selection of Operator of First & Last Mile Connectivity through E-Autos**

Consortium so that the Consortium may take up the aforesaid license, in case the Consortium turns out to be the successful bidder in the bid being invited by HMRL for the said purpose.

4. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for \_\_\_\_\_.
5. That the Consortium have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
6. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
  - I. The Lead Member shall have \_\_\_\_\_per cent (\_\_\_\_%) of shareholding with reference to the Consortium for this specified license agreement.
  - II. The Participant Member shall have \_\_\_\_\_ (\_\_\_\_%) of shareholding with reference to the Consortium for this specified license agreement.

That in case to meet the requirements of bid documents or any other stipulations of HMRL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of HMRL.

**IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.**

1.(\_\_\_\_\_) 2.(\_\_\_\_\_) 3.(\_\_\_\_\_)  
Authorized Signatory Authorized Signatory Authorized Signatory  
(\_\_\_\_\_) (\_\_\_\_\_) (\_\_\_\_\_)  
For (Name of company) For (Name of company) For (Name of company)

**Enclosure: Board resolution of each of the Consortium Members authorizing:**  
**(i) Execution of the Consortium Agreement, and**  
**(ii)Appointing the authorized signatory for such purpose**

**8.12. Form 12: Salable Form for Tender Document**

Job No. ....

The required fee of tender form has been deposited in \_\_\_\_\_ Bank A/c No. \_\_\_\_\_ RTGS and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

**DETAILS OF EARNEST MONEY ATTACHED**

The required amount of Earnest money has been deposited in \_\_\_\_\_ Bank A/c No. \_\_\_\_\_ RTGS and the scanned copy of UTR receipt with transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

**BIDDER**

8.13. Form 13: Declaration of Refund of Earnest Money

Hyderabad Metro Rail Limited

Metro Rail Bhavan, Begumpet, Hyderabad - 500003,  
Telangana State, India

1	Bidder Name	<input type="text"/>
2	Bidder Address	<input type="text"/>
3	Bank Name	<input type="text"/>
4	Bank Branch	<input type="text"/>
5	A/c No	<input type="text"/>
6	IFSC Code	<input type="text"/>
7	PAN No.	<input type="text"/>
8	Tin/TAN No.	<input type="text"/>
9	GST No.	<input type="text"/>
10	Phone No.	<input type="text"/>
11	Mobile No.	<input type="text"/>
12	Email-Id	<input type="text"/>
13	Type of Account	<input type="text"/>
14	Party Unique Id	<input type="text"/>

The above provided information is true to the best of my knowledge.

Date:

Signature with Stamp/Seal



**8.14. Form 14: Resources proposed for the Work**

**We abide by the following conditions:**

**In order to achieve high standard, if required, additional personnel than the required personal can be deployed. However, the deployment of personnel shall never be less than the minimum required or number of personnel to be deployed to manage contract.**

**At least one manager to manage contract and one driver for per vehicle are required to be deployed on a daily basis as specified in the bid**

**Any personnel required to be deployed for taking care of leave reserve and rest givers etc. have to be additionally provided by the Operator as per the statutory norms or rules as applicable.**

**The CVs of deployed personnel to be submitted by Operator one week in advance.**

\_\_\_\_\_  
**Signature and Name of the Authorized Person**

\_\_\_\_\_  
**NAME OF THE BIDDER AND SEAL**

RFP for Selection of Operator of First & Last Mile Connectivity through E-Autos

**8.15. Form 15: Bid Offer as per License Fee and Fare as per Clause 2.3.5 of the RfP**

To

Chief Electrical Engineer

Hyderabad Metro Rail Limited

2<sup>nd</sup> Floor, Metro Rail Bhavan, Begumpet,

Hyderabad -500003,

Telangana State

**Sub: Selection of Operator of First & Last Mile Connectivity through E- Auto**

Dear Sir,

I/we have read and examined the RFP document, general terms and conditions for the work.

I/we hereby quote the following amount.

Sl. No.	Item Description	Quantity	Units	Reserve Price per vehicle per month in Rs.	Quoted Price per vehicle per month for 1 <sup>st</sup> year	Total quoted amount per month for 1 <sup>st</sup> year in figures	Total quoted amount per month for 1 <sup>st</sup> year in words
				To be entered by the Bidder (in Rs.)			
1	License Fees for E-Autos	100	Nos	1000			

**RFP for Selection of Operator of First & Last Mile Connectivity through E-Autos**

**Note:**

- a. The bidder who quotes over and above the reserve price as mentioned in Financial Bid and who quotes the lowest fare (60% weightage) and the highest License Fee (40% weightage) and ranks first as per Clause 4.2 (c) will be the selected Bidder (H-1 Bidder) for the award of contract.**
- b. HMRL has mentioned the Reserve Price of INR 1000 per vehicle per month. If the Bidder quotes below / at per than the Reserve Price, then his Financial Bid shall be treated as non responsive and will not be considered and security deposit shall be forfeited.**
- c. The License Fees is for per vehicle per month. If there is any change in number of E-Autos, basic approval from HMRL, then the License Fees per vehicle per month shall be charged as per the rate prevalent.**
- d. This quoted rate of License Fee shall be escalated at rate of 10% ( Ten Percent) per annum i.e., in the beginning of every anniversary during the Agreement Period.**

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- e. The license fee is exclusive of all applicable taxes and levies. The Licensee shall bear all the applicable taxes including GST at prevailing rates. Any future revision in taxes shall also be borne by Licensee.**
- f. The Financial Bid submitted is unconditional and fulfills all the requirements of the Terms of Reference Document.**
- g. We have completely read and understood the Bid Document. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.**

\_\_\_\_\_  
**Signature and Name of the Authorized Person**

\_\_\_\_\_  
**NAME OF THE BIDDER AND SEAL**

**8.16. Form 16: Proforma for Clarifications / Amendments on the RFP**

<b>Sl. No.</b>	<b>Document</b>	<b>Clause No. and Existing Provision</b>	<b>Clarification required</b>	<b>Suggested Text for Amendment</b>	<b>Rationale for the Clarification or Amendment</b>

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**8.17. Form 17: Bid Details**

The following list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

<b>S.No.</b>	<b>Particulars</b>	<b>Attached Yes / No / Not Applicable</b>	<b>Page no. (Mandatory)</b>
1	<b>Bid Processing Fees</b>		
2	<b>Security Deposit</b>		
3	<b>Documentary evidence such as Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership</b>		
4	<b>Self-attested copy of PAN card of the company/firm; the GST registration(For all the members in case of Consortium)</b>		
7	<b>Form 3:Capability Statement</b>		
9	<b>Form 5: Proforma for Corporation from Manufacturers</b>		
13	<b>Form 10: Power of Attorney for Lead Member of Consortium</b>		
14	<b>Form 11: Consortium Agreement / Memorandum of Understanding</b>		
15	<b>Form 12: Salable Form for Bid Document</b>		
17	<b>Form 14: Resources proposed for the Work</b>		
18	<b>Form 16: Proforma for Clarifications / Amendments on the RFP</b>		
19	<b>Detailed Specifications, special features and make of the E-Auto proposed to be deployed</b>		
20	<b>Any other document asked by the HMRL if submitted, specify the documents Or Any other document which the Bidder considers relevant</b>		