



Request for Proposal (RfP)

Document No. 2395/HAML/GM(P)/Phase III Metro Corridors/2023

Selection of Consultant

for

Preparation of Preliminary Project Reports (PPRs) and Detailed Project Reports (DPRs) for Mass Rapid Transit System (MRTS) Phase III Metro Corridors in Hyderabad for the following Packages :

| S. No. | Packages | Corridors | |
|--------|-------------|--|---|
| 1 | Package I | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) 12) ORR Patancheruvu Interchange (NH65) - Kokapet - Narsingi Interchange (22 km) |
| 2 | Package II | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 3) Shamshabad jn Metro Stn. - Kothur - Shadnagar (28 km) 5) Shamshabad Airport Metro Rail Station - Tukkuguda ORR - Maheswaram X Road - Pharma City (26 km) 9) ORR Interchange at Shamshabad (NH44) - Thukkuguda - Bongulur - Pedda Amberpet Interchange (NH65)(40 km) |
| 3 | Package III | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 4) Uppal X Road - ORR - Ghatkesar - Bibinagar (25 km) 6) Tarnaka X Road - ECIL X Road (8 km) 10) ORR Pedda Amberpet Interchange (NH65) - Ghatkesar - Shamirpet - Medchal Interchange (NH44) (45 km) |
| 4 | Package IV | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 7) Double Elevated Flyover / Metro from JBS Metro Rail Station to Tumkunta (17 km) 8) Double Elevated Flyover / Metro from Paradise X Road to Kandlakoya (12 km) 11) ORR Medchal Interchange (NH44) - Dundigal - Patancheruvu Interchange (NH65) (29 km) |

August 18, 2023

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Disclaimer

The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Hyderabad Airport Metro Limited, or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Hyderabad Airport Metro Limited to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Hyderabad Airport Metro Limited in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Hyderabad Airport Metro Limited, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Hyderabad Airport Metro Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Hyderabad Airport Metro Limited, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Hyderabad Airport Metro Limited, also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Hyderabad Airport Metro Limited, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Hyderabad Airport Metro Limited, is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Hyderabad Airport Metro Limited, reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Hyderabad Airport Metro Limited, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Hyderabad Airport Metro Limited, shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Glossary

| | |
|---------------------------|---|
| Additional Costs | As defined in Schedule 2 |
| Agreement | As defined in Schedule-2 |
| Agreement Value | As defined in Clause 6.1.2 of Schedule-2 |
| Applicable Laws | As defined in Schedule-2 |
| Applicant | As defined in Clause 2.1.1 |
| Associate | As defined in Clause 2.3.3 |
| Authorised Representative | As defined in Clause 2.13.3 |
| Award | As defined in Clause 10.4.3 of schedule 2 |
| Bid Security | As defined in Clause 2.20.1 |
| HAML | As defined in Clause 1.1.1 |
| Conditions of Eligibility | As defined in Clause 2.2.1 |
| Confidential Information | As defined in Clause 3.3 of Schedule 2 |
| Conflict of Interest | As defined in Clause 2.3.1 |
| Consultancy | As defined in Recital B of Schedule 21 |
| Consultant | As defined in Clause 1.2 |
| CV | Curriculum Vitae |
| Documents | As defined in Clause 2.12 |
| Effective Date | As defined in Clause 2.1 of Schedule-2 |
| Eligible Assignments | As defined in Clause 3.2 |
| Expatriate Personnel | As defined in Clause 1.1.1(i) of Schedule-2 |
| Feasibility Report or FR | As specified in Para 4.5 of Schedule-1 |
| Financial Proposal | As defined in Clause 2.15.1 |
| Form of Agreement | Form of Agreement as in Schedule-2 |
| INR, Re, Rs. | Indian Rupee(s) |
| Inception Report | As specified in Para 5 (A) of Schedule-1 |
| Key Date or KD | As defined in Clause 6.2 of Schedule-1 |
| Key Personnel | As defined in Clause 2.1.7 |
| LOA | Letter of Award |
| Official Website | As defined in Clause 1.11.2 |
| Personnel | As defined in Clause 1.1.1(l) of Schedule-2 |
| Preliminary Report | As defined in Clause 4.1 of Schedule 1 |
| Professional Personnel | As defined in Clause 2.14.6 |
| Prohibited Practices | As defined in Clause 4.1 |
| Project | As defined in Clause 1.1.1 |
| Project Manager | As defined in Clause 4.6 of Schedule-2 |
| Proposal | As defined in Clause 1.2 |
| Proposal Due Date or PDD | As defined in Clauses 1.5 and 1.8 |
| Resident Personnel | As defined in Clause 1.1.1(o) of Schedule-2 |
| Rules | As defined in Clause 10.4.1 of Schedule 2 |
| RFP | As defined in Disclaimer |
| Selected Applicant | As defined in Clause 1.6 |
| Selection Process | As defined in Clause 1.6 |
| Services | As defined in Clause 1.1.1(q) of Schedule-2 |
| Statutory Auditor | An Auditor appointed under Applicable Laws |

| | |
|--------------------|---|
| Sub-Consultant | As defined in Clause 1.1.1(r) of Schedule-2 |
| Technical Proposal | As defined in Clause 2.14.1 |
| TOR | As defined in Clause 1.1.2 |

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

Invitation for Proposal

INTRODUCTION

1.1 Background

- 1.1.1 Hyderabad Airport Metro Limited, represented by its Managing Director, and having its principal offices at Metro Rail Bhavan, Rasoolpura, Begumpet, Hyderabad - 500 003 (“**HAML**”) is engaged in the development of Mass Rapid Transit System (MRTS) in the city of Hyderabad. As a part of this endeavor, HAML intends to prepare Preliminary Project Reports (PPRs) and Detailed Project Reports (**DPRs**) for development Mass Rapid Transit System (MRTS) Phase III in Hyderabad for the following Packages comprising 12 Corridors:

| S. No. | Packages | Corridors | | |
|--------|-------------|--|-----------------|---|
| 1 | Package I | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 1) 2) 12) | BHEL - Patancheruvu - ORR - Isnapur (13 km) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) ORR Patancheruvu Interchange (NH65) - Kokapet - Narsingi Interchange (22 km) |
| 2 | Package II | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 3) 5) 9) | Shamshabad jn Metro Stn. - Kothur - Shadnagar (28 km) Shamshabad Airport Metro Rail Station - Tukkuguda ORR - Maheswaram X Road - Pharma City (26 km) ORR Interchange at Shamshabad (NH44) - Thukkuguda - Bongulur - Pedda Amberpet Interchange (NH65)(40 km) |
| 3 | Package III | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 4) 6) 10) | Uppal X Road - ORR - Ghatkesar - Bibinagar (25 km) Tarnaka X Road - ECIL X Road (8 km) ORR Pedda Amberpet Interchange (NH65) - Ghatkesar - Shamirpet - Medchal Interchange (NH44) (45 km) |
| 4 | Package IV | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 7) 8) 11) | Double Elevated Flyover / Metro from JBS Metro Rail Station to Tumkunta (17 km) Double Elevated Flyover / Metro from Paradise X Road to Kandlakoya (12 km) ORR Medchal Interchange (NH44) - Dundigal - Patancheruvu Interchange (NH65) (29 km) |

- 1.1.2 In pursuance of the above, HAML has decided to carry out the process for selection of Consultants for preparing the Preliminary Project Reports and Detailed Project Reports for the above Packages. The preparation of PPRs and DPRs for all the Corridors has been divided into, and is proposed to be undertaken through, a total of 4 different packages (each a “**Package**”). Each Consultant will not be allotted more than two Packages. However, the Authority has the discretion in the allotment. Brief particulars of all the Packages proposed to be bid out, each constituting a “**Project**” hereunder, are as follows:

| S. No. | Packages | Corridors | |
|--------|-------------|--|--|
| 1 | Package I | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) 12) ORR Patancheruvu Interchange (NH65) - Kokapet - Narsingi Interchange (22 km) |
| 2 | Package II | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 3) Shamshabad jn Metro Stn. - Kothur - Shadnagar (28 km) 5) Shamshabad Airport Metro Rail Station - Tukkuguda ORR - Maheswaram X Road - Pharma City (26 km) 9) ORR Interchange at Shamshabad (NH44) - Thukkuguda - Bongulur - Pedda Amberpet Interchange (NH65)(40 km) |
| 3 | Package III | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 4) Uppal X Road - ORR - Ghatkesar - Bibinagar (25 km) 6) Tarnaka X Road - ECIL X Road (8 km) 10) ORR Pedda Amberpet Interchange (NH65) – Ghatkesar - Shamirpet – Medchal Interchange (NH44) (45 km) |
| 4 | Package IV | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 7) Double Elevated Flyover / Metro from JBS Metro Rail Station to Tumkunta (17 km) 8) Double Elevated Flyover / Metro from Paradise X Road to Kandlakoya (12 km) 11) ORR Medchal Interchange (NH44) – Dundigal – Patancheruvu Interchange (NH65) (29 km) |

1.2 Request for Proposal

- 1.2.1 HAML invites proposals consisting of the Technical Proposal in the form at Appendix -I and the Financial Proposal in the form at Appendix - II as provided in this RfP (the "**Proposals**") for selection of consultants who shall prepare PPRs and DPRs for development of Mass Rapid Transit System (MRTS) Phase III in Hyderabad ("**Consultants**") comprising the Packages mentioned in Clause 1.1.
- 1.2.2 HAML intends to select the Consultants through a competitive bidding in accordance with the procedure set out herein.
- 1.2.3 An Applicant can submit Proposals for any number of Packages. However, each successful Applicant will be awarded not more than two Packages.
- 1.2.4 The Consultant shall prepare the PPR and DPR in accordance with terms of reference specified at Schedule - 1 (the "**Terms of Reference**" or "**TOR**") of this RFP.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the Project and the local conditions before submitting the Proposal by paying a visit to HAML principal office and the respective Corridor sites.

1.4 Sale of RFP Document

RFP document can be downloaded from the Official Website of HAML at <http://hmrl.co.in>. The Applicant shall submit a bid processing fee of Rs.50,000/- (Rupees Fifty thousand only) in the form of a demand draft or banker's cheque drawn in favour of Hyderabad Airport Metro Limited payable at Hyderabad along with the Technical Proposal. Failure to submit the bid processing fee will result in rejection of the bid. The Applicants shall have to submit bid processing fee Package wise separately.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

HAML has adopted a single stage two cover system selection process as provided in this RFP (collectively the "**Selection Process**") for evaluating the Proposals for each Package comprising technical and financial bids to be submitted in sealed envelopes separately as provided in this RFP on the Proposal Due Date. In the initial stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on the technical evaluation, a list of short-listed Applicants shall be prepared as specified in Clause 3.2. In the next stage, a financial evaluation of the Proposals submitted by the short-listed Applicants will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. For each Package, the first ranked Applicant shall be selected for negotiation (the "**Selected Applicant**") while the second ranked Applicant will be kept in reserve.

1.7 Payment to consultant

1.7.1 For the purposes of technical evaluation of Applicants, only INR will be considered as the applicable currency.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP and the Agreement. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The following schedule shall be adhered to for the selection process of the Consultant:

| Sl. No. | Event Description | Date |
|---------|------------------------------------|--|
| 1. | Uploading of RfP Bid document | 19.08.2023 |
| 2. | Proposal Due Date (PDD) | 28.08.2023 @ 15:00 hrs at Metro Rail Bhavan, Begumpet, Hyderabad |
| 3. | Opening of Technical Proposals | 28.08.2023 @ 15:30 hrs at Metro Rail Bhavan, Begumpet, Hyderabad |
| 4. | Announcement of short list | 30.08.2023 @ 11:00 hrs at Metro Rail Bhavan, Begumpet, Hyderabad |
| 5. | Opening of Financial Proposals | 30.08.2023 @ 11:30 hrs at Metro Rail Bhavan, Begumpet, Hyderabad |
| 6. | Letter of Award (LoA) | 06.09.2023 |
| 7. | Submission of Performance Security | 13.09.2023 |
| 8. | Signing of Agreement | 15.09.2023 |
| 9. | Validity of Proposals | 120 days from PDD |

1.9 Pre-Proposal visit to the site and inspection of data

Prospective Applicants may visit the site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Mr G Venkatesh, Mob Num : 9493701060
/ **R Chandulal**, Mob Num : 9502777870
Deputy Executive Engineer,
Hyderabad Airport Metro Limited,

1.10 Pre-Proposal Conference

Deleted.

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

Mr. M. Vishnu Vardhan Reddy,
General Manager (Procurement),
Hyderabad Airport Metro Limited,
Rasoolpura, Begumpet,
Hyderabad – 500003
Telangana

1.11.2 The Official Website of HAML is: <http://hmrl.co.in/>

1.11.3 All communications, including the envelopes, should contain the following information, to be marked

RFP Notice. 2395/HAML/GM(P)/Phase III Metro Corridors/2023

FOR SELECTION OF CONSULTANT FOR PREPARATION OFPPRs AND DPRs FOR MASS RAPID TRANSIT SYSTEM (MRTS) PHASE III METRO CORRIDORS FOR THE FOLLOWING PACKAGES:

| S. No. | Packages | Corridors |
|--------|-------------|---|
| 1 | Package I | Ph. III A Corridor 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) Ph. III A Corridor 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) Ph. III B Corridor 12) ORR Patancheruvu Interchange (NH65) – Kokapet – Narsingi Interchange (22 km) |
| 2 | Package II | Ph. III A Corridor 3) Shamshabad jn Metro Stn. - Kothur - Shadnagar (28 km) Ph. III A Corridor 5) Shamshabad Airport Metro Rail Station - Tukkguda ORR - Maheswaram X Road - Pharma City (26 km) Ph. III B Corridor 9) ORR Interchange at Shamshabad (NH44) – Thukkuguda - Bonglur - Pedda Amberpet Interchange (NH65) (40 km) |
| 3 | Package III | Ph. III A Corridor 4) Uppal X Road - ORR - Ghatkesar - Bibinagar (25 km) Ph. III A Corridor 6) Tarnaka X Road - ECIL X Road (8 km) Ph. III B Corridor 10) ORR Pedda Amberpet Interchange (NH65) – Ghatkesar - Shamirpet – Medchal Interchange (NH44) (45 km) |
| 4 | Package IV | Ph. III A Corridor 7) Double Elevated Flyover / Metro from JBS Metro Rail Station to Tumkunta (17 km) Ph. III A Corridor 8) Double Elevated Flyover / Metro from Paradise X Road to Kandlakoya (12 km) Ph. III B Corridor 11) ORR Medchal Interchange (NH44) – Dundigal – Patancheruvu Interchange (NH65) (29 km) |

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. The companies interested in participating in the Selection Process under this RFP (the “**Applicant**”) should submit their proposals individually only and proposal submission by consortium or joint ventures are not allowed. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultants shall be on the basis of an evaluation by HAML through the Selection Process specified in this RFP. Applicants 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 HAML’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with HAML in the form specified at Schedule-2.
- 2.1.4 The Applicants are required to submit separate Proposals (comprising both Technical Proposal and Financial Proposal) for each Package, clearly identifying the Package for which the Proposal is submitted. For the avoidance of doubt, separate Financial Proposal and Technical Proposal including Package-specific Bid Security, a duly notarised Power of Attorney, and other documents forming part of the Technical Proposal and the Financial Proposal as per terms hereof are required to be submitted with respect to each Package for which a Proposal is submitted.
- 2.1.5 The provisions of this RFP and various terms used hereunder including, without limitation, Proposal, Project, Applicant, Technical Proposal, Financial Proposal, Bid Security, Agreement, Consultant, should be read in the context of the relevant Package for which the Proposal is being submitted. A separate Agreement shall be entered into with the Selected Applicant for each Package.
- 2.1.6 **Key Personnel**

The consultancy team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below (each Package shall have separate consultancy team of Key Personnel):

| S. No. | Position | Educational Qualifications | Experience | Responsibilities |
|----------------------|----------------------------------|--|---|--|
| Key Experts * | | | | |
| 1. | Team Leader cum Alignment Expert | University Degree in B.Tech / B.E. (Civil Engineering / Traffic Engineering / Transportation Engineering / Urban Planning) with Post Graduation in | (i) Shall have overall experience of minimum 25 years in consultancy field. (ii) Shall have a minimum of 12 years of relevant experience in Preparation of Feasibility Study | He / She will lead, co-ordinate and supervise the consultancy team for delivering the assignment in a timely manner as mentioned in this RFP. He/she shall lead the team in preparation of FSR / PPR / DPR for development of Mass Rapid Transit System (MRTS) in Hyderabad in the |

| S. No. | Position | Educational Qualifications | Experience | Responsibilities |
|--------|-------------------|--|--|--|
| | | Transportation Planning / Traffic Engineering / Urban Planning | <p>Reports (FSRs) / Preliminary Project Reports (PPRs) / Detailed Project Reports (DPRs) for mass rapid transit projects in Urban areas.</p> <p>(iii) Shall have functioned as Team Leader in at least 5 FSR/PPR/DPR preparation projects for Mass Rapid Transit System in Urban areas of India.</p> <p>(iv) Shall have experience in preparation of at least one Alternative Analysis Report for MRTS projects in Urban areas.</p> <p>Experience in travel demand assessment studies for elevated Metro Rail will be preferred.</p> | study area, in discussion with HAML. He/she shall be responsible for coordination with HAML on all aspects of the project. He/she shall be present for all meetings with HAML and the stakeholders. He/she shall not delegate responsibilities except with the prior written approval of HAML. |
| 2. | Structural Expert | Bachelors Degree in Civil Engineering with Post Graduation in Structural Engineering | <p>(i) Shall have overall professional experience of minimum 15 years in structural engineering consultancy field.</p> <p>(ii) Shall have a minimum 10 years of relevant experience in Detailed Design of Viaduct, stations and other structural components for elevated Metro Rail/Metro lite/High Speed Rail system.</p> <p>(iii) Shall have functioned as Team Leader / Structural Expert in at least 3 Detailed Design projects / General</p> | He / She will be responsible to carry out the planning and detailed design of structural engineering components (viaduct, stations etc.) for elevated metro rail projects. |

| S. No. | Position | Educational Qualifications | Experience | Responsibilities |
|--------|-----------------------------------|--|---|---|
| | | | Consultancy / Reports for MRTS projects in urban areas. | |
| 3. | Financial Expert | MBA (Finance) / Chartered Accountant / Chartered Financial Analyst (CFA) / ICWAI | <p>(i) Shall have overall professional experience of minimum 15 years in planning, budgeting, manage accounting & financing, project structuring & financing in transport/urban infrastructure sector projects.</p> <p>(ii) Shall have a minimum 10 years of relevant experience in planning, budgeting, manage accounting & financing, project structuring & financing in metro rail systems/ railways.</p> <p>(iii) Shall have functioned as financial expert in at least 3 MRTS projects in urban areas.</p> | He / She will be responsible for preparation of project appraisal, project structuring, project financing, cost control and scheduling, financial structuring, financial closure and risk management, financial analysis etc. |
| 4. | Transportation Planner / Modeller | Post Graduate in Transportation Planning / Traffic Engineering | <p>(i) Shall have overall professional experience of minimum 15 years in Traffic & Transportation consultancy field.</p> <p>(ii) Shall have a minimum 10 years of relevant experience in planning and carrying out traffic studies. Shall have experience in analysis and interpretation of traffic data and development of</p> | He / She shall be responsible for Planning and carrying out traffic surveys; Data analysis and interpretation; Review and Development of travel demand models for traffic forecasting and preparation of FSR / PPR / DPRs. |

| S. No. | Position | Educational Qualifications | Experience | Responsibilities |
|--------|---------------------------------|--|--|--|
| | | | Travel Demand Models. (iii) Shall have functioned as Transport Modeller in at least 3 projects to prepare Feasibility Study Report/Detailed Project Reports for MRTS projects in urban areas. | |
| 5. | Architect | Bachelor's Degree in Architecture | (i) Shall have overall professional experience of minimum 15 years in Architectural consultancy field. (ii) Shall have a minimum 5 years of relevant experience in planning and design of metro stations and other architectural components of elevated metro/High Speed Rail systems. (iii) Shall have functioned as Architect in at least 3 Detailed Design projects / General Consultancy Project Reports for MRTS projects in urban areas. | He / She shall be responsible for Planning and detailed design of stations / transport terminals for elevated transit systems viz. elevated Metro Rail |
| 6. | Environmental cum Social Expert | Graduate in Civil / Environmental Engineering with Masters Degree in Environmental Engineering | (i) Shall have overall professional experience of minimum 15 years in planning and carrying out environmental base line surveys and assessment of Environmental Impact in transport sector projects. (ii) Shall have a minimum 10 years of relevant | He / She shall be responsible for Environmental Impact and Social Impact Assessment (EIA & SIA) studies |

| S. No. | Position | Educational Qualifications | Experience | Responsibilities |
|--------|-----------------------------|---|---|---|
| | | | <p>experience in planning and carrying out environmental base line surveys and assessment of Environmental Impact in metro rail systems / railways.</p> <p>(iii) Shall have functioned as Environmental Impact Assessment expert in at least 3 Feasibility Study Report/Detailed Project Reports for MRTS projects in urban areas.</p> | |
| 7. | Rolling Stock Expert | Bachelor Degree in Electrical / Electrical & Electronics Engineering from a Recognised University | <p>(i) Shall have overall professional experience of minimum 20 years in planning, design review, selection, operation, and maintenance of rolling stock in transport sector.</p> <p>(ii) Shall have a minimum 15 years of relevant experience in planning, design review, selection, operation and maintenance of rolling stock in metro rail systems/ railways.</p> <p>(iii) Should have functioned as Rolling Stock expert in at least 3 MRTS projects in urban areas.</p> | He / She will be responsible for planning, design review, selection, operation, and maintenance of rolling stock. |
| 8. | Signalling & Telecom Expert | Bachelor Degree in Electrical / Electronics & Communications Engineering from a Recognised | (i) Shall have overall professional experience of minimum 20 years in planning, design review and selection | He / She will be responsible for planning, design review and right type selection of signalling and telecommunication systems based on the forecasted |

| S. No. | Position | Educational Qualifications | Experience | Responsibilities |
|--------|----------------------------------|---|---|--|
| | | University | <p>of signalling & telecommunication systems in transport sector.</p> <p>(ii) Shall have a minimum 15 years of relevant experience in planning, design review and selection of signalling & telecommunication systems in metro rail systems / railways.</p> <p>(iii) Should have functioned as signalling & telecommunication expert in at least 3 MRTS projects in urban areas.</p> | <p>PHPDT and Headway.</p> <p>Alternative to CBTC system (if suggested above) also to be explored as a cost effective solution.</p> |
| 9. | Traction and Power Supply Expert | Bachelor Degree in Electrical / Electrical & Electronics Engineering from a Recognised University | <p>(i) Shall have overall professional experience of minimum 20 years in planning, design review and selection of power supply and traction systems in transport sector.</p> <p>(ii) Shall have a minimum 15 years of relevant experience in planning, design review and selection, of power supply and traction systems in metro rail systems / railways.</p> <p>(iii) Should have functioned as power supply and traction system expert in at least 3 MRTS projects in urban areas.</p> | He / She shall be responsible for planning, design review and selection of power supply and traction systems. |

**Note: Long association of Key Personnel with the Applicant is preferred*

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

(A) **Legal Status:** The Applicant shall be a company registered under the Companies Act, 1956 / 2013 OR a company registered in the jurisdiction of its incorporation under the relevant laws. The legal status shall be demonstrated through a copy of a certificate of incorporation/ registration certificate issued by registrar of companies or an applicable authority in the jurisdiction of its incorporation.

(B) **Technical Capacity:**

- The Applicant shall have more than 10 (ten) years of experience in the field of urban transport consultancy services in transportation domain / sector related to Metro Rail / High Speed Rail / Rail / Highway based MRTS / Semi Speed Rail in India. i.e., preparation of FSRs/PPRs/DPRs/General Consultancy/PMC/DDC for projects in India.
- The Applicant shall have successfully or substantially completed at least 4 (four) projects of Consultancy Services for preparation of FSR / PPR /DPR for an elevated urban public transport project (MRTS) for any government agency during last 10 years in India. This shall not include freeways/ highways / ring roads etc. (Project completion certificate from the client is mandatory).
- The Applicant should have successfully completed at least two Alternative Analysis Studies for MRTS project in Urban areas of India.

The substantial completion of a project shall be evidenced through a copy of contract agreement/client's completion certificate/certificate from company's Auditor/Company Secretary/Chief Financial officer or from a Chartered Accountant, clearly indicating the requirements sought under this RFP for substantial completion. The successful completion of a project shall be evidenced through client's completion certificate/certificate from client/company's Auditor/Company Secretary/Chief Financial officer or from a Chartered Accountant, clearly indicating the date of commencement and the successful completion of projects, the fee received in respect thereof and that all the deliverables of the eligible projects have been submitted to the client.

(C) **Financial Capacity:** The Applicant Firm should demonstrate a minimum average Annual Turnover of Rs.10 crore (Rupees Ten Crore) per annum from India operations for consecutive 5 years in the last 7 Financial Years ending March 2023 and a positive Net Worth in the Financial Year ending March 2023. The same should be demonstrated through a Certificate from a Chartered Accountant/Statutory Auditor or Company Secretary/Chief Financial officer of the Applicant.

2.2.3 The Applicant should submit a duly notarized Power of Attorney (PoA) as per the format at Form-4 of Appendix-I. The authority to the person issuing the PoA shall be established through a copy of the board resolution in case of a company. In case of other entities, relevant authorizing instrument recognized under applicable law shall be submitted.

2.2.4 Any entity which has been barred by the Government of India, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or

tender process shall not be eligible to submit a Proposal either by itself or through its Associate if such bar subsists as on the Proposal Due Date.

- 2.2.5 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient.

2.3 Conflict of Interest

2.3.1 HAML requires that Applicants provide professional, objective and impartial advice and at all times hold HAML's interests paramount. The Applicant should strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

2.3.2 Without limitation to the generality of the foregoing, Applicants, and any of their Associates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- (i) if there is a conflict subsisting as on PDD, between this assignment and consulting assignments with other employers, of the Applicant or its Associates (including Applicants' Personnel and Sub-Consultants); or
- (ii) a Consultant (including its Personnel and Sub-Consultants) or any of its Associates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for another employer. For example, an Applicant assisting an employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets; or
- (iii) such Applicant or its Associates has a relationship with another Applicant (or such other Applicant's Associates), directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Applicant;

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law

2.3.3 Applicants and Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of HAML, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of Technical Proposal provided herewith. Upon issuance of the Letter of Award, Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to HAML at the earliest. If the Applicant or Consultant fails to disclose said situations and if HAML comes to know about any such situation at any time, it may lead to the disqualification of the Applicant during Selection Process, withdrawal of LOA, or the termination of its Agreement during execution of the assignment hereunder.

2.3.4 No current employees of HAML shall work as Consultants under their own ministries, departments or agencies.

- 2.3.5 Notwithstanding any clause or content of RFP, the Applicants working on preceding assignments relating to the Project shall have no conflict of interest with the assignment under this RFP since the nature of the current assignment is separate and unique.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Proposal for a Package. However, an Applicant may submit separate Proposals for any number of Packages. The Applicants should note that a maximum of 2 (two) Packages only will be assigned to each Consultant.

2.5 Cost of Proposal

The Applicants shall be responsible for and bear all of the costs associated with the preparation and submission of their Proposals and their participation in the Selection Process including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HAML, subsequent negotiation, visits to HAML principal office, respective Corridor sites etc. or any other costs incurred in connection with or relating to its Proposals. HAML shall not be responsible or in any way liable for such costs regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

- 2.6.1 The Applicants are advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal and entering into the Agreement and completion of the entire scope of work thereunder including without limitation the site conditions, traffic, location, surroundings, working conditions, climate, access to the site, availability of drawings and other data with HAML, and collection of preliminary data required, applicable laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Applicants as specified in Clause 1.9.

2.7 Acknowledgement by Applicant

- 2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from HAML;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of HAML or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Proposal, execution of the Services in accordance with the RFP and the Agreement 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 undertakings provided by it under and in terms hereof.

- 2.7.2 HAML shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by HAML.

2.8 Right to reject any or all Proposals

- 2.8.1 Notwithstanding anything contained in this RFP, HAML reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, HAML reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Applicant does not provide, within the time specified by HAML, the supplemental information sought by HAML for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then HAML reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of HAML, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any addendum / amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

1. Terms of Reference

Annexure-1 : Scope of work for Environmental Impact Assessment

Annexure-2 : Scope of work for Social Impact Assessment

2. Form of Agreement

Annexure-1 : Terms of Reference

Annexure-2 : Deployment of Personnel

Annexure-3 : Estimate of Personnel Costs

Annexure-4 : Approved Sub-Consultant(s)

Annexure-5 : Cost of Services

Annexure-6 : Payment Schedule

Annexure-7 : Bank Guarantee for Performance Security

3. Deleted

4. Appendices

Appendix-I: Technical Proposal

| | |
|---------|---|
| Form 1 | : Letter of Proposal |
| Form 2 | : Particulars of the Applicant |
| Form 3 | : Statement of Legal Capacity |
| Form 4 | : Power of Attorney |
| Form 5 | : Financial Capacity of Applicant |
| Form 6 | : Particulars of Key Personnel |
| Form 7 | : Proposed Methodology and Work Plan |
| Form 8 | : Abstract of Eligible Assignments of Applicant |
| Form 9 | : Abstract of Eligible Assignments of Key personnel |
| Form 10 | : Eligible Assignments of Applicant |
| Form 11 | : Eligible Assignments of Key personnel |
| Form 12 | : CV of Key personnel |
| Form 13 | : Undertaking regarding Key Personnel |
| Form 14 | : Deleted |
| Form 15 | : Proposal for Sub-Consultant(s) |
| Form 16 | : Deleted |
| Form 17 | : Form of Bid Security |
| Form 18 | : Contact Details Form |
| Form 19 | : Deleted |

Appendix-II: Financial Proposal

| | |
|--------|------------------------------|
| Form 1 | : Covering Letter |
| Form 2 | : Financial Proposal |
| Form 3 | : Estimate of Personnel Cost |

Appendix-III: List of Bid-Specific Clauses

2.10. Clarifications

2.10.1 Deleted.

2.10.2 HAML reserves the right not to respond to any questions or provide any clarifications sought by the Applicants, in its sole discretion, and nothing in this RFP shall be construed as obliging **HAML** to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, HAML may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum.

2.11.2 All such Addenda will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document or by posting it on the Official Website of HAML. The Addenda shall be binding on all Applicants.

- 2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, HAML may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

- 2.13.1 The Applicant shall provide all the information sought under this RFP. HAML would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail. No modifications or alterations are permitted to the RFP document including all Annexures, Appendices and Forms.
- 2.13.3 2.13.3 The Proposal in original shall be printed in indelible ink and signed by a person duly authorized to sign on behalf of the Applicant ("**Authorized Representative**"). This authorization shall consist of a written confirmation as specified in Clause 2.2.3 of the RFP. The Authorized Representatives shall initial each page of the Proposal and all the accompanying forms and documents, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions in the documents shall be initialed by the Authorized Representative.
- 2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by HAML, and evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Unsolicited material, if any, submitted by the Applicant will be summarily rejected. HAML reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14 Technical Proposal

- 2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").
- 2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- (a) The Bid Security is provided;
 - (b) All forms are submitted in the prescribed formats and signed by the Authorized Representative;
 - (c) A duly notarized Power of Attorney, duly attesting the specimen signature of the person signing the Proposal, along with copy of board resolution in support of the person issuing the PoA, is executed as per Applicable Laws and submitted in original;

- (d) CVs of all Professional Personnel in Form 12 of Appendix-I have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (E) of the RFP;
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Authorized Representative. In case of unsigned CVs or photocopies of CVs, the Authorized Representative shall initial/countersign on behalf of the Personnel;
- (h) The CVs shall contain or be accompanied by an undertaking regarding the respective Key Personnel about his/her availability in Form 13 of Appendix-I for the duration of the Agreement;
- (i) Professional Personnel proposed are meeting the conditions of eligibility and have good working knowledge of English language;
- (j) Copy of educational certificates of personnel, supporting the eligibility criteria is provided;
- (k) Key Personnel would be available for the period of the Agreement;
- (l) No Key Personnel should have attained the age of **70 (Seventy) years** at the time of submitting the Proposal; and
- (m) The Proposal is responsive in terms of Clause 2.21.3.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14.2 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his/ her qualification, experience or other particulars, or his/ her commitment regarding availability for the Consultancy is not fulfilled at any stage after signing of the Agreement, he/ she shall be liable to be debarred for any future assignment of HAML for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event and Performance Security shall be liable to forfeiture, at the discretion of HAML.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6 The proposed team for each Package shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.7 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.

2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such sub-consultants should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.14.8 HAML reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP and the Applicant shall, when so required by HAML, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or the lack of such verification by HAML to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of HAML here under.

2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet

appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by HAML without HAML being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, HAML shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed pre-estimated compensation and damages payable to HAML for, *inter alia*, time, cost and effort of HAML, without prejudice to any other right or remedy that may be available to HAML under the RFP and/ or the Agreement, or otherwise.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy (Item [F] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the Consultancy and Services shall be included in the Financial Proposal. These shall normally cover remuneration for all the Professional and Support Personnel (Expatriate and Resident, in the field, office etc.) and overhead expenditure such as travel, accommodation, office space and equipment, printing and stationaries, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP. The Applicant shall download the RFP only from the Official Website of HAML and be responsible for the accuracy and correctness of the RFP as per the version uploaded on the Official Website and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between a version of the RFP (whether downloaded, photocopied or otherwise) used by an Applicant and the original RFP issued by HAML, the latter shall prevail.

2.16.2 The Proposal in physical format shall be sealed in an outer envelope which will bear the address of HAML, RFP Notice number, Package name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

"Do not open, except in presence of the Authorized Person of HAML"

The Applicant shall clearly mark the outer envelope as PROPOSAL – PACKAGE [*relevant Package number*].

If the envelope is not sealed and marked as instructed above, HAML assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

- 2.16.3 The aforesaid outer envelope shall contain two separate sealed envelopes, one clearly marked “**Technical Proposal – Package** [*relevant Package number*]” and the other clearly marked “**Financial Proposal– Package** [*relevant Package number*]”. The envelope marked “**Technical Proposal– Package** [*relevant Package number*]” shall contain:

- (i) Letter of Proposal in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 19 of Appendix-I and supporting documents and information; and
- (ii) Bid Security as specified in Clause 2.20.1
- (iii) Complete RFP documents, including addendums if any, initialed on all pages

The envelope marked “**Financial Proposal– Package** [*relevant Package number*]” shall contain the financial proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

- 2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the Authorized Representative.
- 2.16.5 The completed Proposal must be submitted on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. The Applicant shall submit the Proposal in a physical copy on or before the Proposal Due Date and time mentioned in the Clause 1.8 of this RfP.
- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures etc. will be entertained.
- 2.16.7 The rates quoted shall be firm throughout the period of performance of the Consultancy upto and including acceptance of the Detailed Project Report by HAML and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted at or before 3.00 PM on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 HAML may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by HAML after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by HAML prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by HAML, shall be disregarded.

2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of its Proposal with respect to each Package, a bid security of Rs.10 (ten) lakhs in the form of a Demand Draft / Bank Guarantee (valid for 3 months from the Proposal Due Date) issued by any Scheduled Bank in India in favour of HAML payable at Hyderabad (the "**Bid Security**"), returnable not later than 30 (thirty) days from Proposal Due Date except in case of the two highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 60 (sixty) days from the Proposal Due Date. The Selected Applicant's Bid Security shall be returned, upon the Applicant furnishing the Performance Security and signing the Agreement within the time period specified in this RFP. The Applicant shall have to submit Bid Security Package wise separately.
- 2.20.2 Any Proposal not accompanied by the Bid Security shall be rejected by HAML as nonresponsive.
- 2.20.3 HAML shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to HAML's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by HAML as the mutually agreed pre-estimated compensation and damage payable to HAML for, *inter alia*, the time, cost and effort of HAML in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal;
 - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
 - (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
 - (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively;
 - (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3;
 - (g) If the Applicant is found to have modified/alterd any clause(s) and condition(s) of RFP diluting the substance of the RFP document;
 - (h) If the Applicant fails to sign and return the LoA as specified in Clause 2.27; or
 - (i) If the Applicant fails to furnish the Performance Security as specified in Clause 2.20.5.

2.20.5 Performance Security

Within 5 (five) days of issuance of LoA by HAML, the successful Applicant shall furnish a Performance Security, in the form of a bank guarantee, valid for a period of 18 months, from a scheduled bank in India, for an amount equivalent to 5% (five per cent) of the Agreement Value. The Performance Security shall be extended as required under the terms of the Agreement. [*Note: Provisions related forfeiture of Performance Security to be covered in the Agreement.*]

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

- 2.21.1 HAML shall open the Proposals at 15:30 hrs on the Proposal Due Date (specified in Clause 1.8), at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked “TECHNICAL PROPOSAL – PACKAGE [●]” shall be opened first. The envelopes marked “FINANCIAL PROPOSAL – PACKAGE [●]” shall be kept sealed for opening at a later date.
- 2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.21.3 Prior to evaluation of Proposals, HAML will determine whether each Proposal is responsive to the requirements of the RFP. HAML may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) the Technical Proposal is received in the form specified at Appendix-I;
 - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
 - (c) it is accompanied by the Bid Security as specified in Clause 2.20.1, and the Bid Processing fee as required under this RFP.
 - (d) it is signed, sealed, bound together in cover and marked as stipulated in Clauses 2.13 and 2.16;
 - (e) it is accompanied by the duly notarized Power of Attorney as specified in Clause 2.2.4;
 - (f) it contains all the information (complete in all respects) and documents as requested in the RFP;
 - (g) it does not contain any condition or qualification and is not subject to any assumptions; and
 - (h) it is not non-responsive in terms hereof.
- 2.21.4 HAML reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by HAML in respect of such Proposals.
- 2.21.5 HAML shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.21.6 After the technical evaluation, HAML shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. The date, time and venue will be notified to all selected Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. HAML will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

- 2.21.7 Applicants are advised that Selection will be entirely at the discretion of HAML. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- 2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on HAML, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it. Award of Agreement based on the information contained in the Proposal shall not operate to establish the authenticity and accuracy of the information and shall not bar HAML from claiming damages, indemnity or enforcing any other relief available to it under the Agreement or Applicable Laws if such information subsequently turns out to be false or inaccurate.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising HAML in relation to matters arising out of or concerning the Selection Process. HAML will treat all information submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. HAML 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 HAML.

2.23 Clarifications

- 2.23.1 To facilitate evaluation of Proposals, HAML may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by HAML for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, HAML may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of HAML.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

- 2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Consultant under this RFP, unless the Proposal price is substantially front loaded in the opinion of HAML. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of HAML and may obtain a written confirmation from the Applicant before award of work. In case the Selected Applicant fails to reconfirm its commitment, HAML reserves the right to forfeit the Bid Security, designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.24.2 HAML will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of HAML.

- 2.24.3 HAML will examine the credentials of all Sub-Consultants proposed for this Consultancy during the implementation period of the Agreement and those not found suitable shall be replaced by the Applicant to the satisfaction of HAML.

2.25 Substitution of Key Personnel

- 2.25.1 HAML will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted (limited to one substitution) if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of HAML.
- 2.25.4. Those Key Personnel not found suitable during the course of the Agreement shall be replaced by the Consultant immediately to the satisfaction of HAML.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify **HAML** for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in Services.

2.27 Award of Consultancy

After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by HAML to the Selected Applicant and the Selected Applicant shall, within 3 (three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, HAML may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by HAML on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall submit the Performance Security and execute the Agreement within the time period prescribed in Clause 1.8 and Clause 2.20.5. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of Consultancy

The Consultant shall commence the Services at the respective Corridor site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, HAML may invite the second ranked Applicant for negotiations. In such an event, the Bid Security or Performance Security, as the case may be, of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4 and/ or the Agreement.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by HAML or submitted by an Applicant to HAML shall remain or become the property of HAML. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. HAML will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to HAML in relation to the Consultancy shall be the property of HAML. The Consultant shall do all acts, deeds, sign and execute any and all documents if and as may be required by HAML or under applicable law to evidence the ownership of HAML over such proprietary data.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 Proposals of only those Applicants who satisfy the Conditions of Eligibility (*Clause 2.2-Instructions to Applicant*) will be considered for detailed technical evaluation. In the first stage, the technical capability of the Applicant will be evaluated and the Applicants will be short listed accordingly.

3.1.2 Deleted

3.1.3 The scoring criteria to be used for evaluation shall be as follows:

The aforesaid Applicants who satisfy the Conditions of Eligibility, subject to detailed evaluation as per the scoring criteria given in the table below will be short listed and considered for evaluation of their Financial Proposal. The Applicants, scoring 80marks and above on the Technical Proposal only will be qualified for further evaluation.

The Technical Proposal will be evaluated based on the following criteria. Each of the parameters are detailed in the subsequent sections.

| Sl. No | Evaluation parameter | Total Marks |
|--------|---|-------------|
| 1 | Firm's Credentials | 20marks |
| 2 | Team composition and expertise | 60 marks |
| 3 | Quality-Approach, Methodology and Work Plan | 20marks |
| | Total | 100Marks |

| Sl. No | Description | Maximum Marks |
|--------|---|---------------|
| 1 | Firm's Credentials | 20 marks |
| A | Experience of Applicant: Total years of experience in the field of consultancy services related to Metro Rail/High speed rail/Rail/Highway based MRTS/ Semi-speed Rail in India: i.e. Preparation of FSRs / PPRs studies / Detailed Project Reports/ General Consultancy/Project Management Consultancy / Detailed Design of Mass Rapid Transit System projects in India. 1) 10 years: 3 Marks 2) 10-15 years: 4 Marks 3) More than 15 years: 5 Marks. | 5marks |
| B | The Applicants shall have a minimum average annual turnover of INR 10 crore for consecutive 5 (five) in the last 7 (seven) financial years ending in March 2023. 1) Average Annual turnover Up to INR 10 crore: 1Mark 2) Average Annual turnover of INR 10 to 25 crore: 2Marks 3) Average Annual turnover of more than INR 25 crore: 3Marks | 3 marks |

| | | |
|---|---|----------|
| B | <p>*Experience in carrying out FSRs / PPRs / DPRs for Mass Rapid Transit System in Urban areas of India in the past 10 years. The Consultant shall have</p> <p>**Successfully or substantially completed such assignments as below.</p> <ol style="list-style-type: none"> 1) For 4 projects- 5 marks 2) 4 to 5 projects - 7 marks 3) More than 5 projects-10 marks | 10 Marks |
| | <p>*Experience of only the Applicant (as the contractor/ service provider / consultant etc.) will be considered. Those of parent or sister companies of the Applicant will not be considered.</p> <p>**Successful completion shall mean completion of all field works and submission of Final FSR / PPR / DPR. While substantial completion shall mean completion of all field works and submission of Draft FSR/PPR/DPR.</p> | |
| | <p>ii) Should have successfully / substantially completed two (2) Alternate Analysis Studies either separately or as a part of FSR / PPR / DPR for Mass Rapid Transit System (MRTS) project in Urban areas of India.</p> <ol style="list-style-type: none"> 1) 2 project- (1 mark) 2) 3 or more projects - (2 marks) | 2 marks |
| | Total | 20 Marks |

| S. No. | Criteria | Maximum Marks |
|--------------|--|---------------|
| 2 | <p>Team composition and expertise</p> <p>Qualifications and competence of the Key Personnel for this assignment</p> <ol style="list-style-type: none"> 1. Team Leader cum Alignment Expert -15Marks 2. Structural Expert - 6Marks 3. Architect - 5 Marks 4. Transportation Planner / Modeller - 6 Marks 5. Rolling Stock Expert - 6Marks 6. Signalling & Telecom Expert - 6Marks 7. Traction & Power Supply Expert - 6 Marks 8. Environmental cum Social Expert -5 Marks 9. Financial Expert - 5 Marks | 60 |
| 3 | <p>Approach and Methodology</p> <ul style="list-style-type: none"> • Detailed Approach and Methodology including work plan specific to the project | 20 |
| Total | | 100 |

Evaluation Criteria for Team Members:

| Sl. No. | Position | Max Marks | Marks for Qualification | Marks for Experience | Marks for Minimum No. of projects | Marks for Additional projects |
|---------|----------------------------------|-----------|-------------------------|----------------------|-----------------------------------|--|
| 1 | Team Leader | 15 | 4 | 4 | 4 | 1 Mark for every one additional assignment than minimum specified. (Max 3 marks for additional projects) |
| 2 | Structural Expert | 6 | 2 | 1.5 | 1.5 | 0.5 Mark for every one additional assignment than minimum specified. (Max 1 mark for additional projects) |
| 3 | Architect | 5 | 1 | 1 | 2 | 0.5 Mark for every one additional assignment than minimum specified. (Max 1 mark for additional project) |
| 4 | Transportation Planner / Modeler | 6 | 2 | 1 | 2 | 0.5 Mark for every one additional assignment than minimum specified. (Max 1 marks for additional projects) |
| 5 | Rolling Stock Expert | 6 | 2 | 1 | 2 | 0.5 Mark for every one additional assignment than minimum specified. (Max 1 marks for additional projects) |
| 6 | Signalling & Telecom Expert | 6 | 2 | 1 | 2 | 0.5 Mark for every one additional assignment than minimum |

| | | | | | | |
|--------------------|---------------------------------|-----------|---|---|---|--|
| | | | | | | specified. (Max 1 marks for additional projects) |
| 7 | Traction & Power Supply Expert | 6 | 2 | 1 | 2 | 0.5 Mark for every one additional assignment than minimum specified. (Max 1 marks for additional projects) |
| 8 | Environmental cum Social Expert | 5 | 1 | 1 | 2 | 0.5 Mark for every one additional assignment than minimum specified. (Max 1 mark for additional project) |
| 9 | Financial Expert | 5 | 1 | 1 | 2 | 0.5 Mark for every one additional assignment than minimum specified. (Max 1 mark for additional project) |
| Total Marks | | 60 | | | | |

3.2 Eligible Assignments

For the purpose of evaluating the Proposal for Key Personnel under this RFP, experience from advisory/ consultancy assignments in respect of transportation domain / sector projects, which includes preparation of FSR / PPR / DPRs, travel demand assessment studies, planning and detailed design of structural engineering components, preparation of financial analysis for transport infrastructure projects, planning and carrying out traffic surveys, data analysis and interpretation travel demand models for traffic forecasting, comprehensive traffic and transport studies, EIA and SIA studies for elevated Metro Rail /Railways projects shall be deemed as eligible assignments (the “Eligible Assignments”).

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F).
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal at Sl. No (F) of Form-2 of Appendix-II will be considered.

- 3.3.3** HAML will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

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

(F = Amount of Financial Proposal)

- 3.3.4** Provided that the Proposal is substantially responsive, HAML shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

3.4 Combined and final evaluation

- 3.4.1** Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Where S is the combined score, and T and F are weights assigned to Technical Proposal and Financial Proposal that shall be **0.80 and 0.20** respectively.

- 3.4.2** The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher technical score should be ranked first.

3.5 Matching of Financial Proposal

In the event that a particular Applicant is the first ranked Applicant for more than 2 Packages, they shall be awarded the two Packages that have the highest aggregate length of Corridors in KMs or as per request of the Applicant. For the remaining Packages for which such Applicant is the first ranked Applicant, the second ranked Applicants shall be invited to match the Financial Proposal submitted by the first ranked Applicant or the successful Applicant, whichever is lower. If the second ranked Applicant agreeing to match such Financial Proposal, it shall be declared as the Selected Applicant.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, HAML shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, HAML shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to HAML for, *inter alia*, time, cost and effort of HAML, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.2 Without prejudice to the rights of HAML under Clause 4.1 hereinabove and the rights and remedies which HAML may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by HAML to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by HAML during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by HAML to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of HAML who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of HAML, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Consultancy or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of HAML in relation to any matter concerning the Consultancy;
 - (b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by HAML with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

Deleted.

- 5.1** HAML may provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

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

HAML reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Schedules

SCHEDULE-1

(See clause 1.1.2)

Selection of Consultant for Preparation of PPRs and DPRs for Mass Rapid Transit System (MRTS) Phase III Metro Corridors for the following Packages:

| S. No. | Packages | Corridors | |
|--------|-------------|--|---|
| 1 | Package I | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) 12) ORR Patancheruvu Interchange (NH65) – Kokapet – Narsingi Interchange (22 km) |
| 2 | Package II | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 3) Shamshabad jn Metro Stn. - Kothur - Shadnagar (28 km) 5) Shamshabad Airport Metro Rail Station - Tukkuguda ORR - Maheswaram X Road - Pharma City (26 km) 9) ORR Interchange at Shamshabad (NH44) – Thukkuguda - Bongulur - Pedda Amberpet Interchange (NH65)(40 km) |
| 3 | Package III | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 4) Uppal X Road - ORR - Ghatkesar - Bibinagar (25 km) 6) Tarnaka X Road - ECIL X Road (8 km) 10) ORR Pedda Amberpet Interchange (NH65) – Ghatkesar - Shamirpet – Medchal Interchange (NH44) (45 km) |
| 4 | Package IV | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 7) Double Elevated Flyover / Metro from JBS Metro Rail Station to Tumkunta (17 km) 8) Double Elevated Flyover / Metro from Paradise X Road to Kandlakoya (12 km) 11) ORR Medchal Interchange (NH44) – Dundigal – Patancheruvu Interchange (NH65) (29 km) |

Request for Proposal (RFP) Document

No. 2395/HAML/GM(P)/ Phase III Metro Corridors/2023

TERMS OF REFERENCE

Terms of Reference for Preparation of PPRs and DPRs for Mass Rapid Transit System (MRTS) Phase III Metro Corridors for the following Packages:

| S. No. | Packages | Corridors | |
|--------|-------------|--|---|
| 1 | Package I | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) 12) ORR Patancheruvu Interchange (NH65) – Kokapet – Narsingi Interchange (22 km) |
| 2 | Package II | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 3) Shamshabad jn Metro Stn. - Kothur - Shadnagar (28 km) 5) Shamshabad Airport Metro Rail Station - Tukkuguda ORR - Maheswaram X Road - Pharma City (26 km) 9) ORR Interchange at Shamshabad (NH44) – Thukkuguda - Bongulur - Pedda Amberpet Interchange (NH65)(40 km) |
| 3 | Package III | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 4) Uppal X Road - ORR - Ghatkesar - Bibinagar (25 km) 6) Tarnaka X Road - ECIL X Road (8 km) 10) ORR Pedda Amberpet Interchange (NH65) – Ghatkesar - Shamirpet – Medchal Interchange (NH44) (45 km) |
| 4 | Package IV | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 7) Double Elevated Flyover / Metro from JBS Metro Rail Station to Tumkunta (17 km) 8) Double Elevated Flyover / Metro from Paradise X Road to Kandlakoya (12 km) 11) ORR Medchal Interchange (NH44) – Dundigal – Patancheruvu Interchange (NH65) (29 km) |

TERMS OF REFERENCE (TOR)

BACKGROUND

The Hyderabad Airport Metro Limited (the “Authority”) having its principal offices at Metro Rail Bhavan, Rasoolpura, Begumpet, Hyderabad - 500 003 is engaged in the development of Mass Rapid Transit System (MRTS) in the city of Hyderabad and as part of this endeavour, the Authority has decided to undertake Preliminary Project Reports (PPRs) and Detailed Project Reports (DPRs) for development of Mass Rapid Transit System (MRTS) Corridors for the following Packages:

| S. No. | Packages | Corridors | |
|--------|-------------|--|---|
| 1 | Package I | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) 12) ORR Patancheruvu Interchange (NH65) – Kokapet – Narsingi Interchange (22 km) |
| 2 | Package II | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 3) Shamshabad jn Metro Stn. - Kothur - Shadnagar (28 km) 5) Shamshabad Airport Metro Rail Station - Tukkuguda ORR - Maheswaram X Road - Pharma City (26 km) 9) ORR Interchange at Shamshabad (NH44) – Thukkuguda - Bongulur - Pedda Amberpet Interchange (NH65)(40 km) |
| 3 | Package III | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 4) Uppal X Road - ORR - Ghatkesar - Bibinagar (25 km) 6) Tarnaka X Road - ECIL X Road (8 km) 10) ORR Pedda Amberpet Interchange (NH65) – Ghatkesar - Shamirpet – Medchal Interchange (NH44) (45 km) |
| 4 | Package IV | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 7) Double Elevated Flyover / Metro from JBS Metro Rail Station to Tumkunta (17 km) 8) Double Elevated Flyover / Metro from Paradise X Road to Kandlakoya (12 km) 11) ORR Medchal Interchange (NH44) – Dundigal – Patancheruvu Interchange (NH65) (29 km) |

Therefore, HAML has decided to carry out the bidding process for selection of a Consultant for preparation of the above said PPRs and DPRs.

Scope of Work: The scope for Preliminary Project Report and Detailed Project Report will broadly follow the guidelines of Ministry of Housing and Urban Affairs, Government of India with respect to the Civil works, System works and financial / cost planning etc. as provided in ToR. In order to meet the project objectives, the Consultant shall execute the work in full consultation with all stake holders of the project, without just limiting to the scope of work specified hereunder. The Consultant shall perform all such work and provide all such services not specifically mentioned in the Agreement but that can be inferred from the Agreement as being required for attaining for satisfactory delivery and completion of Services as if such work and/or services were expressly mentioned in the Agreement. Any guidelines and standards, wherever required to be applied to the project, need to be adopted in close interaction with HAML.

The CMP prepared in 2018 will be provided to the Applicants. However, HMDA is in the process of inviting tenders for preparation of Comprehensive Mobility Plan (CMP) for Hyderabad Metropolitan Area and extended area within Regional Ring Road (RRR). HAML shall obtain the CMP from HMDA and issue it to the Applicant/ Consultant as and when it is received from HMDA. The CMP will be provided in about 60 days from the date of issue of LOA to the successful Applicant.

The scope of work shall be carried out in two phases as follows:

Phase- 1

Preparation of Preliminary Project Reports along identified Corridors

Phase-2

Preparation of Detailed Project Reports for the approved stretches

1.1 SCOPE OF WORK FOR PREPARATION OF PRELIMINARY PROJECT REPORT

General:

- i. To collect and examine available reports of previous studies, plans, CMP/CTTS/CDP Report, Master Plan, future expansion plans and other related transportation documents from Hyderabad Metropolitan Development Authority, Hyderabad Metro Rail Limited, GHMC and other relevant authorities.
- ii. To collect primary transport network inventory data along with utilities within the Project Influence Area.
- iii. To conduct a review of the current situation in order to establish the existing condition and capacity of the public transport system.
- iv. To carry out various Traffic surveys such as Mid-block Count, Speed-Delay, Stated Preference, Commuter interview, Origin and Destination survey etc., and to assess the current travel pattern.
- v. To develop the existing Travel Demand Model, calibrate and validate for base year travel conditions and to forecast the travel demand for the horizon period of 30 years at 5-year intervals or as considered in updated / new CMP assumptions.
- vi. Consultant shall review and suggest Modus operandi for introduction of MRTS along the proposed corridors.
- vii. Consultant shall workout the detailed financial estimate with analysis etc.

Tasks for Alternatives Analysis Report -Various tasks for preparation of Alternatives Analysis Report are given below:

1.1.1. Stage I : Develop Screening Criteria for the identified Alternative Options

Task 1: Develop screening criteria to identify the most reasonable and feasible alternatives based on the CMP/CTTS/CDP/ Master Plan from Hyderabad Metro Rail Limited, HMDA, GHMC etc.

The screening criteria may include the below mentioned broad criteria:

- a. Mobility Effects: These criteria relate to travel demand forecasting and facility capacity, presence / absence of different modes, access, connectivity, and circulation.
- b. Conceptual Engineering effect: These criteria relate to developing all civil and systems aspects of the MRTS.
- c. Financial & Economic Effects: To identify and quantify the benefits and costs associated with the project to help in identification of the optimum solution along with the economic viability in terms of its likely investment return potential.
- d. Environmental and Social Effects: Screening criteria assessing environmental impacts related to land- use and the natural environment like water, air etc. The social impact of the alternatives is evaluated to see potential social costs and benefits.
- e. Cost Effectiveness & Affordability: The capital and annual costs associated with each of the alternatives would be evaluated. It also assesses the cost-effectiveness and affordability of the alternatives.
- f. Other Factors: How each of the alternatives comply with the local policies and priorities are assessed.

Task 2: Qualitative Evaluation of Screening Criteria:

First-level screening criteria will be developed to quickly and efficiently identify the alternatives that most warrant further consideration and evaluation, which will include preliminary qualitative evaluations to narrow the number of alternatives.

Task 3: Quantitative Evaluation of Screening Criteria

With the first screening of alternatives completed, the second level of evaluation involves quantitative screening, wherein various parameters will be screened based on quantitative assessment.

1.1.2. Stage II: Evaluation parameters of various Alternatives

Task 4: Mobility Effect

- a. Travel Demand Forecasting: The Consultant would assess the current Traffic demand on the corridor. While preparing the travel demand analysis, following tasks need to be completed:
- b. Identify available transport system, right of way of roads in city & along corridor.
- c. Summarize the travel demand results for existing and all future year alternatives, including corridor and region-wide travel demand, peak period volumes and congestion levels, and person trips by mode for the corridor and the region.
- d. To develop a travel demand model, calibrate and validate for base year travel conditions and to forecast the travel demand for the horizon period of 30 years at 5-year intervals based on CMP/CTTS/CDP/ Master Plan from HAML, HMDA, GHMC etc.
- e. Estimation of current ridership, PHPDT, projected demand for next 30 years.
- f. The consultant would undertake the following Traffic surveys along the corridor:
 - i. Mid-Block Volume Count
 - ii. Turning Movement Volume Count at major junctions.
 - iii. Pedestrian Volume Counts
 - iv. Journey Time Surveys
 - v. Stated Preference Surveys/Willingness to pay surveys.

- vi. Boarding and Alighting Surveys
- vii. Occupancy Surveys
- viii. Road Network Inventory
- g. Reconnaissance surveys and Identification of probable corridors, stations and estimation of ridership on the corridor.

Task 5: Conceptual Engineering Effect Selection of suitable alternatives based on following conceptual Engineering effect criteria:

- a. Geotechnical
- b. Civil Structures
- c. Station Planning (Bus Stations/Rail Stations etc.)
- d. Utilities
- e. Right of ways.
- f. Other Planning Parameters like last mile connectivity, impacts on parking, multi-modal connectivity, etc.

Task 6: Environmental Effect: Environmental Assessment:

The purpose of the preliminary environmental analysis is to identify environmentally sensitive areas early on, so that these areas can be avoided if possible, during design. The preliminary environmental analysis will also assist in determining the level of additional environmental documentation that will be required in subsequent project phases. A screening-level analysis or environmental scan will be conducted to determine the potential environmental impacts of each alternative identified based on secondary data. The Screening criteria will include assessing environmental impacts related to land-use and natural environment like water quality, noise level, air, land environment, biological environment etc.

Task 7: Social Effect: Social Assessment

Preliminary screening of the social impacts for each alternative including Social Impact Mitigation based on reconnaissance survey and secondary data.

Task 8: Cost Effectiveness & Affordability

- a. Project cost estimates: Provide preliminary cost estimates based upon conceptual engineering completed for alternatives selected for evaluation. Detailed items of work, estimates of quantities and costs shall be included.
- b. Provide estimates of costs for all project elements including rights-of-way, easements, relocations, environmental mitigation, protection of facilities and any other elements affecting project cost.

Task 9: Financial & Economic Effect

- a. Prepare a preliminary project financial plan, which outlines a realistic strategy for implementing the project alternatives.
- b. Public and private funding options should be considered in developing the plan.
- c. To identify and quantify the benefits and costs associated with the project to help in identification of the optimum solution along with the economic viability in terms of its likely investment return potential.

- d. The plan should also identify any appropriate phasing of corridor segments and include a financial strategy for implementation of phased independent segments with the goal of providing a complete project corridor.

1.1.3. Stage III: Alternatives Evaluation

The objective is to conduct an evaluation that would lead to the identification of those alternatives that are most likely to be implemented. A Draft Alternative Analysis Report describing reasonable and feasible alternative(s) that are recommended shall be prepared and submitted to HAML.

The scoring can be done for each of the alternatives, which shall be the basis for comparing alternatives. The option with the highest score may be considered for further DPR studies.

1.1.4. Stage IV: Implementation Options for the most viable Alternative

The implementation options should be identified for best suitable alternative. If metro system is identified as the most viable alternative, then implementation options needs to be explored for those projects seeking Central Financial Assistance (CFA) as mentioned in the Metro Rail Policy, 2017. The various options for CFA for these metro projects are as below:

- a. Public Private Partnership (PPP): Central Government financing to be governed by the Viability Gap Funding (VGF) Scheme of Government of India or any other Guidelines issued by Government of India from time to time.
- b. Grant by the Central Government: Central Government will consider providing a grant upto 10% of project cost excluding items as mentioned in the Metro Policy 2017, which do not seek project funding as per the VGF Scheme of GoI or under the Equity Sharing Model.
- c. Equity Sharing Model: Central Government will provide financial support to Mass Rapid Transit system projects upto 20% of the project cost excluding items as per the Metro Policy 2017. PPP models should be explored for implementation as per the Metro Rail Policy, 2017. Private participation either for complete provisioning of MRTS project or for some unbundled components will form an essential requirement for all metro rail project proposals seeking Central Financial Assistance.

The PPP model options as per the Metro Rail Policy, 2017 that could be taken up for implementation are:

- a. Construction of Mass Transit systems through DBFOTs (Design-Build-Finance-Operate-Transfer);
- b. Award of Concessions for operational services which could include supply of rolling stock;
- c. Award of Concessions for maintenance and upgrading of infrastructure.

Further, Private Participation in Operation and Maintenance also to be explored for implementation. It is also important to define the exact nature of private participation as per the Metro Rail Policy, 2017. The indicative models of O&M mentioned in the Policy are:

- Cost + Fee Contract
- Gross Cost Contract
- Net Cost Contract

Thus, based on the above available alternatives, the State Government needs to decide the Metro Project Implementation options

- a. Whether the project should be implemented on a PPP framework eligible under the VGF Guidelines of Government of India; or
- b. Whether the project should be implemented on a PPP framework with some component of the project being implemented on PPP model; or
- c. Whether the project should be implemented on an Equity Sharing Model with some form of PPP for any component of the project, wherever feasible.

1.2 SCOPE OF WORK FOR PREPARATION OF DETAILED PROJECT REPORT (DPR shall be prepared as per the 2018 MoHUA guidelines)

I. Civil Works-Alignment

1. To carry out detailed topographic surveys along the proposed corridors study of alignment from XXXXXXXXXXXX. The topographic survey would be conducted to establish the alignment, right of way, locations of stations, interchange points, maintenance depots and identification of land reservation requirements, building lines, number of properties affected, etc., along the metro Corridor.
2. To conduct geotechnical investigations along the metro corridor alignment. Two Bore-hole/km will be sufficient for the purpose. If any abrupt change of strata is noticed, additional hole may be necessary.
3. To collect data about the existing underground / overhead utilities along the alignment from various agencies and identify such utilities likely to be affected permanently requiring diversion or temporarily during construction.
4. To examine integration / interchange requirements with other modes of transportation.
5. Identify locations for car maintenance depot and concept Plan for the Rolling stock maintenance Depot.
6. Ascertain land acquisition requirements for the project. Government and Private Lands should be identified separately. R&R requirements based on State Government policy and as per the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 to be determined.
7. To review the impact of proposed road improvement works along the alignment and recommended changes, if any needed for proper integration. Recommend the final alignment for the corridor after considering all aspects.
8. To prepare preliminary structural design for the viaduct/Underground structure as per standards of loading specified by HAML, Consultants will however review and recommend if any changes are considered appropriate. Design should be in sufficient details to ascertain its adequacy and to estimate the cost reasonably accurately.
9. Consultant should deploy adequate manpower to carry out the various activities such as Geo-technical survey, Topographic survey, to collect utilities data along the proposed MRTS corridor and complete the study within stipulated timeline. Each survey work shall require a minimum of 4 teams to be deployed and minimum 6 rigs shall be engaged to carry out the soil investigation. If any activity is outsourced to any agency, credentials of such agency should be approved by HAML prior to execution.
10. Drone survey shall be carried out by the consultant based on HAML's requirement.

II. Stations (Elevated, At grade and Underground)

To identify station locations taking into account catchment area, adequacy of R.O.W, feasibility of entry/ exit facilities, availability of parking areas, air funnel locations of stations in the vicinity of the airport if it comes under the alignment and any other factor having impact on constructability and functioning of the station.

To prepare site-specific stations layouts to handle the projected traffic-stations will follow 'closed system' with complete access control through AFC. Lifts/escalators will be provided for the comfort of passengers especially physically challenged passengers. Stations may have single/double entry. Layout should provide adequate facilities for all operational, commercial & technical requirements.

1. As per availability of Right of Way, stations will be accommodated within R.O.W in exceptional cases, additional land requirements to be indicated.
2. Station layout should take security concerns into account.
3. Integration with other modes of transport at interchange stations should be provided for adequately.
4. Requirements of public information system, passenger amenities, signage etc should be considered to enable the realistic cost estimation.
5. Requirements of water supply and drainage arrangements
6. If any commercial development is proposed at stations, the same should be included in layouts.

IIA. Depots

1. Depot location and number, approach to maintenance.
2. Design of depot facilities and workshop with layout plans

IIB. Multi Modal Integration

1. Feeder service planning from stations, fleet requirement, route planning.
2. Physical infrastructure requirement for integration with other modes.
3. Recommendations for Institutional integration, Physical integration, Fare integration, Operational integration and Technology integration.

III. Train Operation Plan

To prepare the Train operating plan to manage the projected ridership and recommend its phased implementation. Based on the Train operation plan, requirement of rolling stock will be worked out. Design parameters will be finalized in consultation with HAML.

IV. Traction & Power Supply

Consultant shall propose suitable Traction & Power supply system to serve the Train Operation Plan effectively. Consultant shall also provide the sufficient details for power supply arrangements.

V. Signalling

Consultants shall propose suitable signaling system to serve the Train Operation Plan effectively. The recommended system has to be cost-effective.

VI. Rolling Stock

Consultant shall recommend suitable Rolling Stock requirements with optimal life-cycle cost.

VII. Communication

Consultant shall recommend appropriate Communication System to serve all the operational requirements of the system.

VIII. Tunnel Ventilation System and Station Ventilation system

Consultant shall propose suitable tunnel and station ventilation system for the underground section.

IX. Maintenance Depot:

The maintenance facilities will have infrastructure to maintain the rakes with the required facilities viz stabling lines, scheduled inspection lines, workshop for overhaul, unscheduled maintenance including major repairs, wheel profiling, heavy interior/under frame/roof cleaning etc. for the rolling stock operational on the corridor as well as maintenance facilities for Civil – track, buildings, water supply; Electrical – Traction, E&M; Signaling & Telecomm.; Automatic Fare Collection etc.

X. Environment/Social Impact Assessment

Consultants shall carryout preliminary Environmental Impact (EIA) study along the suggested corridors and propose Environment Management Plan (EMP) for construction and operation phase. The Socio-economic impact in the area must be realistically assessed and suitable mitigation measures recommended.

Environmental norms & Regulations, Environment Impact Assessment (EIA), Environment Management Plan (EMP), formation of an Environmental Management System (EMS) and costs estimates for Environment Impact mitigation measures should be covered as part of EIA Report and detailed scope of work is enclosed in Annexure-1.

Social Impact Assessment (SIA) including Impact Assessment, Stakeholder and Public Consultation, R&R assessment, Gender Action Plan (GAP), Resettlement Impacts, Resettlement Action Plan (RAP) and Monitoring and Evaluation Framework to be framed as per bilateral /Multilateral funding agency standards/norms. A detailed scope of work regarding SIA is enclosed in Annexure -2.

XI. Cost -Estimates

Consultants shall prepare block cost-estimates for all the project elements including taxes and duties. The details in support of cost-estimates will need to be furnished. The completion cost will be worked out based on phasing of expenditure during construction and appropriate escalation factor.

XIA. Transit Oriented Development Plan

Assessment of development Potential List Land / Buildings amenable for change in near future e.g. vacant land, low rise development relocation etc., use type, densification of corridor by increasing FSI, land value capture as per the guidelines issued by MoHUA.

XIB. Last Mile Connectivity

Identification of infrastructure gaps and planning for providing last mile connectivity for each Metro Rail Station.

XIC. Fare Collection System

1. Ticketing and access control.
2. Automatic Fare Collection system options available, Ticketing and Pass System.
3. Fare System integrated with other Transport Systems.

XII. Economic Analysis

The Consultants shall carry out Economic Analysis for the project to work out the EIRR.

1. Approach & Methodology for Economic Analysis
2. Estimation of Economic Project Cost of MRTS
3. Economic benefits of MRTS
4. EIRR for 30 years
5. Outcome on Economic viability.

XIII. Financial Analysis and Non Fare Box Revenue Assessment

1. Financial Analysis Consultants shall prepare detailed financial analysis to work out the FIRR based on project cash flows.
2. For the purpose of financial analysis, Consultants shall assess realistic O&M expenditure i.e. Staff, Energy Repair & maintenance.
3. The capital expenditure on additional assets for capacity augmentation, replacement costs for assets etc, will have to be assessed.
4. Fare box revenue will be worked out based on ridership forecast and proposed fare structure. Revenue from other sources viz. advertisement, real estate and other commercial activities will be considered as applicable.
5. Financial Returns, FIRR for 30 years time horizon.
6. Alternative sources for Means of Finance, exploring all possible ways of funding the project using different approaches Like PPP, BOT, DFBOT, DBFOT, Developer Finance Model Etc. and proposed funding model / implementation model.
7. Consultants will also carry out sensitivity analysis for expected ridership, cost over-run, time over run and/or variations in revenue stream.

XIIIA. Implementation Plan

1. Project Implementation Plan
2. Project implementation structure if implemented on PPP model.
3. Legal and institutional Framework for implementing the project.
4. Role, responsibility and involvement (including financial stake) the city government shall have in the Metro Rail project.

XIV. Study Duration

The study duration is 150 Days.

XV. Submissions / Output

The list of Deliverables along with timelines and number of submissions for FSR and DPR are given below:

A. For - Preliminary Project Report (PPR)

| Sl. No. | Report | Cumulative Timeline (From Date of LOA) | Number of Copies to be submitted |
|----------------|--|---|---|
| 1 | Inception Report | 15 Days | 5 |
| 2 | Travel Demand Assessment Review Report | 30 Days | 5 |
| 3 | Alternative Analysis Report | 45 Days | 5 |
| 4 | Preliminary Project Report / PPR | 60 Days | 5 |

B. Detailed Project Report

| Sl. No. | Report | Cumulative Timeline (From Date of Go Ahead for DPR) | Number of Copies to be submitted |
|----------------|-------------------------------|--|---|
| 1 | Survey and Alignment Report | 30 Days | 5 |
| 2 | Geotechnical Report | 45 Days | 5 |
| 3 | Draft Detailed Project Report | 60 Days | 5 |
| 4 | Detailed Project Report (DPR) | 90 Days | 5 |

Annexure-1

Scope of work for Environmental Impact Assessment (EIA)

The scope of EIA includes establishing environmental baseline, assessing impacts resulting from pre-construction, construction and operation phases and propose safeguard measures for protection of environment.

1. The components of the EIA study include:

Determination of baseline data using primary data generation and secondary data available from various government published reports on air, meteorology, water, soil, flora & fauna, socio-economics, infrastructure, sensitive areas (forests, archaeological, historical etc.);

Detailed description of all elements of the project activities during the pre-construction, construction and operational phases. The elements analyzed include the infrastructures of the project including drainage features, roads, waste collection, disposal and management and utility requirements;

Identification of the sources of pollution and assessing the impacts on the environment due to proposed project if any;

Preparation of EIA, EMP documents with recommendations on preventive and mitigation measures for limiting the impact on environment to the desired level during various stages of project. Development of a suitable post study monitoring program to comply with various environmental regulations; and Risk Assessment (RA) and Disaster Management Plan (DMP) describing the probable risks and preventive & precautionary measures to be followed in the event of emergency situations such as accidents, fire etc. Providing an Environmental Management System, and preparing cost estimates for measures to be taken for impact mitigation.

2. Base Line Environmental Data collection

To collect Baseline data in the proposed project area. The environmental baseline data includes the study of:

- a. Land Environment (Land use, Soil Quality, Geology and Hydrogeological aspects)
- b. Water Environment (Water Quality)
- c. Air Environment (Air Quality)
- d. Noise Environment (Noise Levels)
- e. Ecological Environment (Terrestrial and Aquatic)
- f. Socio-Economic Environment and Health Aspects
- g. Aesthetic/Cultural/ Sensitive Aspects
- h. Traffic Survey.
- i. The data has to be collected through various field surveys and environmental monitoring.

3. Legislation and Regulatory Considerations:

Government policies, legislation and regulations relevant to the proposal will be identified. Local plans and policies will also be evaluated. Project characteristics will be analysed to ensure compliance with these policies, legislation and regulations. Appropriate recommendations will be provided to ensure regulatory compliance. The legislation relevant to the project will be summarized and presented in the EIA Report.

1. Identify Positive Environmental Impacts.
2. Identify Negative Environmental Impacts.
3. Analysis of Project Alternatives.
4. Stakeholder Consultation.
5. Prepare Environment Management Plan

The Environmental Management Plan (“**EMP**”) is a document that identifies the actions needed to implement the EIA recommendations, including environmental monitoring required during the implementation phase of a project. The EMP should clearly translate the recommendations from the EIA into an operational plan.

The EMP of the project should include:

- I. A table (logical framework type) showing the objectives, expected results, objectively verifiable indicators, activities (mitigation / control measures), and responsibilities for the implementation of those activities;
- II. Institutional arrangements for its implementation and for environmental monitoring: responsibilities, role of the environmental authorities, role and participation of stakeholders;
- III. Suggestions for contracts (environmental clauses: standards, potential requirement to prepare an Environmental Management Plan of the enterprise) and contracting modalities (such as payments linked to results);
- IV. A response plan in case of accidents or unexpected results from the environmental monitoring;

6. Prepare Environment Monitoring Plan

A monitoring and supervision plan (including appropriate indicators, frequency of monitoring, means to gather and analyses the data, reporting system); A proposed schedule for activities (monitoring and mitigation /control measures);

7. Prepare Cost Summary for Environmental Management Plans

An indication of means (including personnel, vehicles) and costs of implementing the EMP.

Annexure-2

Scope of work for Social Impact Assessment (SIA)

Social Impact Assessment to be carried out by conducting both primary, secondary surveys and site visits in order to know the overall impact of the project on social, economic, cultural; religious aspects. The report should establish the further action plan required for the project planning and implementation. Following specific tasks to be performed for preparation of Social Impact Assessment:

A. Aim & Objectives of the SIA

The main aim of the Social Impact Assessment is to understand the overall Social, economic and cultural baseline conditions, estimate the direct number of families affected by the project (“**Project Affected Families**”), assess the overall impacts due to establishment of the project on the affected villages/ areas and its' populace in general and the project affected families in particular, and suggest mitigation measures through a resettlement and rehabilitation (**R&R**) plan.

More specifically, the objectives of the study are to:

- i. To assess the proposed project details with likely impact on socio-economic aspects.
- ii. Establish socio-economic and demographic baseline conditions prevailing in the villages along the proposed metro rail alignment and corridor and that of the Project Affected Families (PAFs).
- iii. Assess proposed project related land acquisition requirements and assess the impacted areas/population.
- iv. Assess the likely number of families to be impacted due to land acquisition process and whose livelihood is likely to be affected.
- v. Undertake public consultations and stake holder engagements with the PAF and stakeholders, to inform them about the proposed project development, expectations, any concerns for incorporation in the SIA.
- vi. Assess the socio-economic impacts likely to occur due to land acquisition process and other project related activities.
- vii. Identify the vulnerable groups/ sections of society
- viii. Prepare a R&R plan as per the prevailing legal framework.

B. Scope of Work

In order to achieve the aim and objectives of the SIA, it would be necessary to prepare village profiles along the alignment and family profiles for all the PAFs. Field surveys will be required to establish village/family profile. Survey for family profile will be based on Stratified Random Sample method covering entire Project Affected Families. On the basis of the interpretation and analysis of the information and data collected through village/family profiles, the study should provide an appropriate R&R action plan in line with the existing legal framework and in compliance with the multilateral development banks (MDBs) requirements, and social considerations.

(a) Study Area

The scope of the study will be restricted within a Study Area and within the delineated RoW. Thus, the Study Area will include all the villages (in its entirety), affected properties, project affected families, falling within this Study Area.

(b) Village Profile

The village profile shall include the following apart from the other relevant socio economic data:

- i. Establish the social, cultural, economic, historical, religious, socio-political and environmental setting in the villages along the metro rail alignment.
- ii. Economic base of the affected villages will be established.
- iii. Social groups and the relationship in the villages will be established.
- iv. Tribals, if any shall be categorized and described separately.
- v. Access to social infrastructural facilities (such as roads, bridges, schools, community buildings, health centres, sanitation works and electricity facilities, irrigation facilities, cultural, religious, historical places etc.) to be described.
- vi. Community/social groups active in the area and their contribution towards betterment of local people/affected families to be elucidated.
- vii. Identify the development schemes of the government such as IRDP, JRY, PMRY, etc. and suggest possible linkages with the entitlement package in the R&R Plan.
- viii. Identify the vulnerable groups - women headed households, widows, single and/or separated women, aged population, handicapped, destitute, orphans, below poverty level families, agricultural labourer families, etc.
- ix. The details of chronic illness diseases, mortality rate and morbidity rate in the area.

(c) Inventory of Impacted Properties

- i. An Inventory of all properties and persons, likely to be impacted due to the establishment of the metro rail, within the study area will be prepared:
- ii. Prepare an Inventory of the 100% properties and persons, potentially directly affected by the project.
- iii. Inventory of Land, proposed to be acquired within the delineated corridor for metro rail alignment as per the following table:

| Category of Land to be acquired | Area required | Khasra Number | Ownership Details |
|-------------------------------------|---------------|---------------|-------------------|
| Government Land | | | |
| Private Land | | | |
| Agriculture(Irrigated &un-irrigated | | | |
| Barren Land | | | |
| Forest Land | | | |

- Inventory of Structures and Social Infrastructure, proposed to be acquired within the delineated corridor for metro rail alignment.
- Inventory of Persons and Families likely to be affected and/ or displaced.
- Categorization and measurements of potential loss.
- Physical measurements of the affected assets/structures, including their replacement valuation.
- Identification of non-title holders and their assets.
- Details on Common Property Resources, viz., grazing areas, fodder, firewood, potable water, irrigation, education and health care, post office, telephone facility, bank, bus stop railway station etc.; its access to affected families and residents of affected villages.

(d) Family Profile

Family profile detailing demographic profile, literacy levels, occupational profile, ownership of moveable and immovable assets, economic and resources base will be gathered with the help of survey tool from the project affected families.

- The socio-economic surveys to be conducted for 25% of the affected households.
- Household characteristics, including social, economic and demographic profile;
- The family profile of the sample families in the following pattern so as to assess the present socio-economic status:
 - i. Demographic details and occupations of each member of the family (father, mother, their children other dependents, single parents particularly mothers, their children and vulnerable groups, those who live on their own, etc.).
 - ii. Details of land under different categories owned/ in possession of each family along with land owned/cultivated by them in other villages along with income from each category of land.
 - iii. Resource base of family including land, cattle, milch animal, agricultural labour, other labour, self-employment, government service.

(e) Preparation of Resettlement Action Plan.

The Consultant shall conduct required land acquisition and resettlement planning in accordance with applicable requirements. Details are:

- a. Carry out a screening of involuntary resettlement impact in accordance with the Government's policies and regulations, and lenders requirements. The screening exercise will also include a due diligence of past social impacts, viz., if land acquisition has been accomplished in anticipation of the project. The screening shall likewise flag any land acquisition or ownership issues that may be directly or indirectly related to the proposed project, as reputational risks may be present.
- b. Prepare and complete the check list for involuntary resettlement screening.
- c. Prepare a resettlement action plan for each proposed section.

- d. Based on the design, determine the legal status of private land within the right of way (“RoW”), verify application of customary and traditional laws governing land tenure, usufruct rights, and leasehold. Verify legal boundaries of the RoW with the relevant ministry.
- e. Based on the design, conduct census survey of all affected people (APs) and an Inventory of Lost Assets.
- f. Conduct a socio-economic assessment of all APs residing/using the corridor of impact to collect data on family composition, details on age and sex of all the household members, income levels and occupational pattern, vulnerability status, legal ownership status of land (private, traditional and customary rights, lease), asset occupancy status and skills possessed.
- g. Assess whether the compensation standards for all types of assets, crops, and trees are based on replacement cost and describe in detail the valuation methodology used. Undertake market surveys to compute replacement value of land.
- h. Undertake market survey to assess the rental market in nearby areas to ensure security of tenure for non-titleholders.
- i. Prepare a comprehensive income and livelihood restoration program, supported by adequate budget, to help APs improve, or at least restore, their incomes and livelihoods. Identify specific measures for the affected poor, ethnic minorities, or other vulnerable households.
- j. Conduct in-depth consultations with the APs, ensuring the involvement of women in the process. Consultations should take the form of public meetings, focus group discussions and one-on-one interviews. Ensure that the consultation process is well documented and demonstrate how the concerns of the affected persons are included to the design of the resettlement action plan.
- k. Identify livelihood impacts that emanate from land acquisition and resettlement and propose mitigating measures after due consideration of consultations with affected people.
- l. Establish a cut-off date for eligibility criteria for the project, including for non-title holders and ensure and document that it has been publicly disseminated.
- m. Prepare overall budget for compensation, resettlement and rehabilitation assistance.
- n. Based on the entitlements prepare an appropriate action plan for additional support required for the vulnerable.
- o. Organize workshops on resettlement policy to receive feedback from identified stakeholders, including implementing agency, line agencies (specifically revenue, forest, tribal welfare, etc.), NGO and others.

- p. Develop a computerized database management system for recording APs and lost assets. The system should reflect the present impact on APs and accordingly the entitlements for Aps are planned. The system should be in place from the beginning of the resettlement survey. Also, develop cadastral mapping of affected plots for construction of new alignments using inventory map developed under the feasibility study.
- q. Assess the capacity of the Government in implementing the proposed resettlement action plan and recommend improvements and actions required.

(f) Preparation of Gender Action Plan.

The Consultant shall conduct required surveys, analysis, and preparation of action plan consistent with the requirements asunder:

- i. Take prime responsibility for analyzing the proposed project from a gender perspective and developing project components and implementation mechanisms to reduce gender disparities, mainstream gender equity concerns, and avoid any negative impacts on gender equality or women's empowerment, including development of a gender plan.
- ii. Identify and describe the intended client/beneficiary groups using sex-disaggregated demographic data, and generally advise the team on collecting sex-disaggregated data.
- iii. Review documentation on the project area(s) and interview relevant stakeholders, including women and men, to develop a gender profile of the client/ beneficiary group(s) and subgroups with respect to (a) differences in the roles, status, and wellbeing of women and men in these groups; (b) men's and women's access to services, resources, assets, and income-generating activities; and (c) men's and women's participation in decision making, development priorities, time constraints, and other factors that may affect their participation in the project.
- iv. Consider how men and women can participate in the project in light of their motivations, knowledge, skills, organizational resources, and time burdens, and how the project is likely to affect gender relations in society.
- v. Prepare appropriate design mechanisms to ensure women's and/or girls' equitable access to project benefits, and to avoid increasing time or other burdens on women, including a gender plan, if needed.
- vi. Together with other team members, identify the need for female agency staff or community mobilizers to help in implementing the project; and identify their needs and the needs of other agency staff, local government, community leaders, and other stake holders for gender-related training.
- vii. Together with other team members, identify opportunities within the project to address women's and girls' priorities in terms of literacy and skills development, health and nutrition, income-generating activities, and other concerns, including through links to other on going programs and projects.

- viii. Identify institutions (government and nongovernment) that focus on women or gender concerns and that might contribute to the design, implementation, monitoring, or evaluation of the project.
- ix. Assess the capacity of the proposed executing and implementing agencies to deliver services to women and girls, and make recommendations to strengthen this capacity through the project.
- x. Identify gender-related targets and indicators and mechanisms for monitoring the gender-related impacts of the project.
- xi. Assist in preparing related draft documents, including the monitoring framework and gender action plan.

(g) Other

- i. Assess/ estimate income from agricultural produce and the total income including that from self-employment, salaries due to members of families employed with State government, military, other institutions, casual wages, etc.
- ii. Cropping pattern of land holding families and an assessment/estimate of income from agricultural product.
- iii. Patterns of income and expenses of each family as a base for calculation of its income/resources.
- iv. Details of Government grants, loans etc. received by the affected person under IRDP or any other such schemes.
- v. The health status with specific details of chronic diseases mortality and morbidity rate.
- vi. To estimate the household's loss of production from the land due to the land that is likely to be acquired by the project.
- vii. To assess the extent of possession of immovable properties like houses, wells, ponds, trees etc. from every household/family.
- viii. To assess the employment potentials of the area with the help of educational status, unemployed personnel available for work
 - a. Fear/attitude towards alternative resettlement/rehabilitation options.
 - b. The study should also ascertain the options of individual families of how they will utilize their rehabilitation grant for creation of assets/livelihood.
 - c. Categorization and assessment of social, land acquisition and Resettlement Impacts and suggestion for the future action plan to be recommended.
 - d. Prepare compliance procedures for implementation of the project. These will include safety concerns, child labour, compliance of labour laws in India, acceptable targets for employing women in construction activities, basic wages for skilled/ unskilled workers, wage equality, child care facilities of workers around the sites.

(h) Stakeholder and Public Consultation

To ensure participation of all stakeholders and public at large in the planning phase and aiming at promotion of public understanding and fruitful solutions of developmental problems such as local needs of road and rail users and problem and prospects of resettlement, various sections of PAFs and other stakeholders to be consulted through workshops, focus group discussions and individual interviews.

(i) Impact Assessment

The SIA report will assess and elucidate various impacts (positive and deleterious) of the project activities on the base line social conditions, during the construction and operation phases of project development. Assess the socio-economic impacts of land acquisition and/or resettlement on the Project Affected Families. The study will also assess the socio-economic impact of land acquisition and displacement on women, their role in the family and in the subsistence economy and suggest how these can be mitigated through the process of Resettlement and Rehabilitation(R&R) or community development measures. The Impact Assessment and associated mitigation measures will be addressed separately for construction and operation phases of the Project.

(j) Land acquisition requirements:

- i. Final Alignment drawings must have the details of the District, Revenue Taluk, Revenue Villages and connected Survey Numbers.
- ii. The Village Maps, Block Maps other Revenue documents such as RSR, SLR, Adangal should have been collected from Revenue Department.
- iii. Village Maps from Revenue Department, that must have been superimposed over the alignment drawing for identifying the Block/ Survey number details.
- iv. Block maps must have been superimposed for identifying the Village survey numbers.
- v. The combined Maps consisting of FMB, Survey numbers to be prepared by way of digitalization of block maps.
- vi. Collecting Sub division sketches, PLR / Adangal from Revenue Department based on combined map.
- vii. The details of structure and building to be collected in the field in the required survey numbers and Topo sketches to be prepared along with these details.
- viii. Superimposing combined map consisting of Block maps / FMB details over the Topo sketches consisting of property survey details in alignment drawing, and finalizing the combined map consisting of required survey numbers final Topo details of these survey numbers etc., and preparation of excel covering the name of District, Taluk and Village with survey numbers (Government /Private)and Registered land Holders and the required area in Square meters.
- ix. Combined Maps must be based on field checking and actual final marking the station box area.
- x. Preparation of the Individual and Sub-division sketches of survey numbers which are required from the Revenue Department.

SCHEDULE-2

(See Clause 2.1.3)

Selection of Consultant for Preparation of PPRs and DPRs for Mass Rapid Transit System (MRTS) Corridors for the following Packages:

| S. No. | Packages | Corridors | |
|--------|-------------|--|---|
| 1 | Package I | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) 12) ORR Patancheruvu Interchange (NH65) – Kokapet – Narsingi Interchange (22 km) |
| 2 | Package II | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 3) Shamshabad jn Metro Stn. - Kothur - Shadnagar (28 km) 5) Shamshabad Airport Metro Rail Station - Tukkuguda ORR - Maheswaram X Road - Pharma City (26 km) 9) ORR Interchange at Shamshabad (NH44) – Thukkuguda - Bongulur - Pedda Amberpet Interchange (NH65)(40 km) |
| 3 | Package III | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 4) Uppal X Road - ORR - Ghatkesar - Bibinagar (25 km) 6) Tarnaka X Road - ECIL X Road (8 km) 10) ORR Pedda Amberpet Interchange (NH65) – Ghatkesar - Shamirpet – Medchal Interchange (NH44) (45 km) |
| 4 | Package IV | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 7) Double Elevated Flyover / Metro from JBS Metro Rail Station to Tumkunta (17 km) 8) Double Elevated Flyover / Metro from Paradise X Road to Kandlakoya (12 km) 11) ORR Medchal Interchange (NH44) – Dundigal – Patancheruvu Interchange (NH65) (29 km) |

Request for Proposal (RFP) Document

No. 2395/HAML/GM(P)/Phase III Metro Corridors/2023

DRAFT CONTRACT AGREEMENT

AGREEMENT No.

This AGREEMENT (hereinafter called the "**Agreement**") is made on the [•] day of the [•] month of 2023, between, on the one hand, Hyderabad Airport Metro Limited through its Managing Director having its principal offices at Metro Rail Bhavan, Rasoolpura, Begumpet, Hyderabad - 500 003(hereinafter called "**HAML**" which expression shall include their respective successors and assigns, unless the context otherwise requires) and, on the other hand, [•] a company incorporated under the Companies Act [•] having its principal office at [•] (hereinafter called the "**Consultant**" which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) HAML vide its Request-for-Proposal for selection of Consultant for Preparation of PPRs and DPRs for Mass Rapid Transit System (MRTS) Phase III Metro Corridors invited proposals for the following Packages:

| S. No. | Packages | Corridors | |
|--------|-------------|--|--|
| 1 | Package I | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) 12) ORR Patancheruvu Interchange (NH65) – Kokapet – Narsingi Interchange (22 km) |
| 2 | Package II | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 3) Shamshabad jn Metro Stn. - Kothur - Shadnagar (28 km) 5) Shamshabad Airport Metro Rail Station - Tukkuguda ORR - Maheswaram X Road - Pharma City (26 km) 9) ORR Interchange at Shamshabad (NH44) – Thukkuguda - Bongulur - Pedda Amberpet Interchange (NH65)(40 km) |
| 3 | Package III | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 4) Uppal X Road - ORR - Ghatkesar - Bibinagar (25 km) 6) Tarnaka X Road - ECIL X Road (8 km) 10) ORR Pedda Amberpet Interchange (NH65) – Ghatkesar - Shamirpet – Medchal Interchange (NH44) (45 km) |
| 4 | Package IV | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 7) Double Elevated Flyover / Metro from JBS Metro Rail Station to Tumkunta (17 km) 8) Double Elevated Flyover / Metro from Paradise X Road to Kandlakoya (12 km) 11) ORR Medchal Interchange (NH44) – Dundigal – Patancheruvu Interchange (NH65) (29 km) |

(B) The Consultant submitted its proposals for Package [•] consisting of [insert name of 2 (two) corridors] (hereinafter called the "**Project**"), whereby the Consultant represented to HAML that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to HAML for the said Project on the terms and conditions as set forth in the RFP and this Agreement (hereinafter called the "**Consultancy**"); and

(C) HAML, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated..... (the "**LOA**"); and

(D) In pursuance of the LOA, the Parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) **"Additional Costs"** means any expenses the Consultant will have to meet after the acceptance of the proposal, at the instance of HAML and as approved by HAML;
- (b) **"Agreement"** means this Agreement, together with all the Annexes;
- (c) **"Agreement Value"** is the value set forth as agreement value in Clause 6.1.2;
- (d) **"Applicable Laws"** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) **"Confidential Information"** shall have the meaning set forth in Clause 3.3;
- (f) **"Conflict of Interest"** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP.
- (g) **"Dispute"** shall have the meaning set forth in Clause 10.2.1;
- (h) **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) **"Expatriate Personnel"** means such persons who at the time of being so hired had their domicile outside India;
- (j) **"Government"** means the Government of Telangana;
- (k) **"INR, Re. or Rs."** means Indian Rupees;
- (l) Deleted;
- (m) **"Party"** means HAML or the Consultant, as the case may be, and Parties mean both of them;
- (n) **"Personnel"** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) **"Resident Personnel"** means such persons who at the time of being so hired had their domicile inside India;
- (p) **"RFP"** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (q) **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) **"Sub-Consultant"** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) **"Third Party"** means any person or entity other than the Government, HAML, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexures of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2 Relation between the Parties

- 1.2.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between HAML and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of HAML and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) HAML shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

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

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to HAML; provided that notices or other communications to be given to an address

outside Hyderabad may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number or the email address, as the case may be, as the Consultant may from time to time specify by notice to HAML;

- (b) in the case of HAML, be given by facsimile or e-mail and by letter delivered by hand and be addressed to HAML with a copy delivered to HAML Representative set out below in Clause 1.10 or to such other person as HAML may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Hyderabad it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and this Agreement and at such locations as are incidental thereto, including the offices of HAML and the Consultant.

1.9 Authority of Member-in-charge

Deleted.

1.10 Authorized Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by HAML or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2 HAML may, from time to time, designate one of its officials as HAML Representative. Unless otherwise notified, HAML Representative shall be:

M Vishnu Vardhan Reddy,
General Manager (Procurement)
Hyderabad Airport Metro Limited,
Metro Rail Bhavan,
Rasoolpura, Begumpet,
Hyderabad - 500003
Telangana
Tel: +91 40 233 88 588
Fax: +91 40 23388582
E-mail: mvvrhmr@gmail.com

- 1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

[Insert name and designation of Consultant representative]

Address:

Tel:

Mobile:

Fax:

Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be required under the Applicable Laws and the Consultant shall be responsible for complying with such requirements. HAML may deduct any taxes as may be required under Applicable Laws from any payments to be made to the Consultant.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**").

2.2 Provision and Commencement of Services

Subject to and in accordance with the terms and conditions contained in this Agreement and the RFP, HAML hereby appoints the Consultant to perform the Services and the Consultant hereby accepts such appointment and agrees to perform the Services. The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

2.4 If the Consultant does not commence the Services within the period specified in Clause 2.2 above, HAML may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security or the Performance Security (as the case may be) of the Consultant shall stand forfeited and appropriated by HAML. **Expiration of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the later of:

- (i) the expiry of 5 months from the Effective Date; or
- (ii) the completion of all the Services as required hereunder.

Upon expiry of this Agreement, HAML shall make payments of all amounts due to the Consultant hereunder within 2 (two) weeks from the date of expiry of the Agreement.

2.5 Entire Agreement

2.5.1 No amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP, the LOA and its Proposal shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, epidemic, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or similar action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant, Personnel or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds, or failure to make any payment required hereunder except to the extent that the Force Majeure has a direct effect on the mechanism of payment under this Agreement.

2.7.2 No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 5 (five) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Payments

Upon occurrence of an event of Force Majeure, the Parties shall bear their respective costs arising from or in connection with such event of Force Majeure and neither Party shall be required to pay to the other Party any costs in respect thereof.

2.7.6 Consultation

Not later than 15 (fifteen) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

HAML may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant is in material breach of this Agreement or fails to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 10 (ten) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By HAML

HAML may, by giving not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 10 (ten) days of receipt of such notice of suspension or within such further period as HAML may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary, or an application for commencement of insolvency proceedings against the Consultant is admitted by the relevant court or tribunal;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof;
- (d) the Consultant submits to HAML a statement which has a material effect on the rights, obligations or interests of HAML and which the Consultant knows to be false, incorrect or misleading;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 (thirty) days;
- (g) occurrence of any event for which HAML is entitled to terminate the Agreement/ appointment of the Consultant; or
- (h) HAML, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to HAML, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) HAML fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 10 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) HAML is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by HAML of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) HAML fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly or by implication survive such expiration or termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; and (iii) any obligations in respect to the proprietary data.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant, the Consultant shall proceed as provided in Clauses 3.9 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, HAML shall make the payment of remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination, to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to HAML).

2.9.6 Deleted

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to HAML, and shall at all times support and safeguard HAML's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Services and deliverables specified therein in conformity with the time schedule and requirements stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws. Where any permits, licenses or approvals, including work permits for the Professional Personnel of the Consultant are required, the Consultant shall promptly obtain the same at its own cost and expense.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Deleted

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement; or
- (b) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, HAML shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, HAML shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to HAML towards, *inter alia*, the time, cost and effort of HAML, without prejudice to the HAML's any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of HAML under Clause 3.2.5 above and the other rights and remedies which HAML may have under this Agreement, if the Consultant is found by HAML to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by HAML to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of HAML who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of HAML, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser HAML in relation to any matter concerning the Project;
 - (b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by HAML under this Agreement;
 - (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by HAML with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant agrees that all reports, data, drawings, design software or other material relating to the Services and the performance of its obligations hereunder, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from the aforesaid shall be the exclusive property of HAML.

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by HAML to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to HAML, its technology, technical processes, business affairs or finances or any information relating to HAML's employees, officers or other professionals or suppliers, customers, or consultants of HAML; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of HAML.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give HAML, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to HAML for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that except in the case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to any breach of this Agreement or for damage caused to HAML's property, shall not be liable to **HAML**:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any

insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not apply to the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services or on account of any deficiency in the Services.

3.5 Insurance to be taken out by the Consultant

3.5.1

- (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by HAML, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under the clause 3.5.1, the Consultant shall furnish to HAML, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, HAML shall, apart from having other recourse, available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by HAML.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention HAML as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 1 (one) time the cover required hereunder, such insurance policy may not mention HAML as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of **Rs. 10 (Ten) Lakh;**
- (b) **Employer's liability and workers' compensation insurance** in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate, and all insurances and policies should start no later than the date of commencement of Services and remain effective during the term of the Consultancy;
- (c) all risk coverage policy for damage resulting to HAML property or the site on account of the Consultant's actions; and
- (d) Professional liability insurance for an amount **no less than the Agreement Value.**

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement.

3.6 Accounting, inspection and auditing – DELETED.

3.7 Consultant's actions requiring HAML's prior approval

The Consultant shall obtain HAML's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by HAML prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement

3.8 Reporting obligations

The Consultant shall submit to HAML the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of HAML

- 3.9.1 All plans, drawings, specifications, designs, reports data and other documents (collectively referred to as "**Consultancy Documents**") prepared/collected by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of HAML, and all intellectual property rights in such Consultancy Documents shall vest with HAML.
- 3.9.2 The Consultant shall, not later than 10 (ten) days from the termination or expiration of this Agreement, deliver all Consultancy Documents to HAML, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of HAML.

Notwithstanding the provisions contained in Clause 3.4, the Consultant shall be liable hereunder to HAML to hold it harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of HAML.

3.10 (Deleted)

3.11 (Deleted)

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities (including without limitation, HAML), the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify HAML against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man-day rates are specified in Annex-3 of this Agreement.

4.2.2 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between HAML and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by HAML. No other Professional Personnel shall be engaged without prior approval of HAML.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to HAML its proposal along with a CV of such person in the form provided at Appendix-I (Form-6) of the RFP. HAML may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for HAML's consideration. In the event HAML does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by HAML.

4.4 Substitution of Key Personnel

HAML expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. HAML will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall be limited to any one Key Personnel, subject to equally or better qualified and experienced personnel being provided to the satisfaction of HAML. Those Key Personnel not found suitable during the course of Agreement shall be replaced by the Consultant immediately to the satisfaction of HAML.

4.5 Working hours, overtime, leave, etc.

Taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of HAML, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services. The Consultant shall comply with all applicable labour laws including but not limited to the payment of wages, salaries to any of its Personnel, workers and sub-consultants. The Consultant shall keep HAML harmless and indemnified from all Claims which may arise due to its non-compliance with labour laws and arising on account of its Personnel, workers or sub-consultants.

4.6 Team Leader

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by HAML. The Consultant may, with prior written approval of HAML, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4. The Consultant shall be responsible for supervising the work of Sub-Consultants and shall incur all liability resulting out of any and all services performed by the Sub-Consultants under this Agreement.

The Consultant shall not be permitted to hire any Sub-Consultant/ sub-contractor from a country which shares a land border with India unless such Sub-Consultant/ sub-contractor is registered with the relevant governmental authority as required under Applicable Laws.

5. OBLIGATIONS OF HAML

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, HAML shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

HAML warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties (other than any taxes and duties which are assessed with reference to income of the Consultant) which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services during the period of this Agreement, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, HAML shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs..... (Rupees).
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 2.6, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following condition:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of HAML, the work pertaining to the preceding stage.
- (b) HAML shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by HAML of duly completed bills with necessary particulars complete in all respects (the "Due Date"). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (c) The final payment under this Clause shall be made only after all the deliverables, shall have been submitted by the Consultant and approved as satisfactory by HAML. The Services in each stage of payment as specified in Annex 6 shall be deemed completed and finally accepted by HAML and the deliverables shall be deemed approved by HAML as satisfactory upon expiry of 45 (forty five) days after receipt of the final deliverable by HAML unless HAML, within such 45 (forty five) days period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. HAML shall make the payment upon acceptance or deemed acceptance of the final deliverable by HAML.
- (d) Any amount which HAML has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to HAML within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by HAML for reimbursement must be made within 1 (one) year after the agreement period in accordance with this Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 12% (twelve per cent) per annum.

- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to HAML by the Consultant.
- (f) All payments due under this Agreement shall be subject to deduction of taxes at source and withholding and/or set-off of any amounts, damages, indemnities that may become payable to HAML by the Consultant under this Agreement.

7. PERFORMANCE SECURITY

7.1 Performance Security

- 7.1.1 The Consultant shall for the purposes of securing the contract furnish by way of performance security (the "Performance Security"), an amount equivalent to 5% (five per cent) of the Agreement Value. The Consultant may be required by HAML to revise the Performance Security in case of a revision of the Agreement Value as per the terms of this Agreement. The Performance Security shall be returned to the Consultant at the end of 3 (three) months after the completion of services or expiration of this Agreement pursuant to Clause 2.4 hereof. The Performance Security shall be valid for a total period of 18 (eighteen) months from the date of entering into this Agreement and shall stand extended as per any extension in duration of the term of this Agreement.
- 7.1.2 HAML shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement, for recovery of damages hereunder and/ or as provided in the RFP.

8 DELETED

9. REPRESENTATIONS AND WARRANTIES

9.1 The Consultant represents and warrants to the HAML that:

- (a) it is duly organised and validly existing under the laws of the jurisdiction of its incorporation and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated herein;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order which it is bound by or a party to; and
- (f) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement.

9.2 HAML represents and warrants to the Consultant that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement; and
- (b) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

10. SETTLEMENT OF DISPUTES

10.1 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.

10.2 Dispute resolution

10.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.3.

10.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

10.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Managing Director, HAML or the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 10.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 10.4.

10.4 Arbitration

10.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 10.3, shall be finally decided by reference to arbitration by a sole arbitrator appointed in accordance with Clause 10.4.2. Such arbitration shall be held in accordance with the rules of Indian Mediation and Arbitration Centre, Hyderabad (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Hyderabad and the language of arbitration proceedings shall be English.

10.4.2 There shall be a sole arbitrator whose appointment shall be made in accordance with the Rules .

10.4.3 The arbitrator shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 10 shall be final and binding on the Parties as from the date it is made, and the Consultant and HAML agree and undertake to carry out such Award without delay.

10.4.4 The Consultant and HAML agree that an Award may be enforced against the Consultant and/or HAML, as the case may be, and their respective assets wherever situated.

10.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of

Consultant:

(Signature)

(Name)

Designation)

(Address)

(Fax No.)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED

For and on behalf of

HAML:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

2.

Annexure-1

Terms of Reference

(Refer Clause 3.1.2 of Schedule-2)

(Reproduce Schedule-1 of RFP)

Annexure-2

Deployment of Personnel

(Refer Clause 4.2 of Schedule-2)

(Reproduce the abstract of Form-6 of Appendix-I)

Annexure-3

Estimate of Personnel Costs

(Refer Clause 4.2 of Schedule-2)

(Reproduce as per Form-3 of Appendix-II)

Annexure-4

Approved Sub-Consultant(s)

(Refer Clause 4.7. of Schedule-2)

(Reproduce as per Form-15 of Appendix-I)

Annexure-5

Cost of Services

(Refer Clause 6.1 of Schedule-2)

(Reproduce as per Form-2 of Appendix-II)

Annexure-6**Payment Schedule****I. Payment Schedule:**

Payment for completed work shall be made in the following stages.

| Stage | Tasks | Percent of Total Fees for Payment |
|-------|---|-----------------------------------|
| 1 | On Submission of Inception Report | 5% |
| 2 | On Submission of Traffic Report containing Ridership Estimates and Revenue Estimates as per the suggested fare. On submission of Alternative Analysis Report. | 10% |
| 3 | Submission of PPRs | 10% |
| 4 | On Submission of Alignment Report containing the Horizontal and Vertical Alignment along with station locations and conceptual plans. On submission of Geotechnical Reports. | 20% |
| 5 | On Submission of Environmental & Social Impact Assessment Reports. | 15% |
| 6 | On Submission of Draft Final Report – conceptual designs/GAD plans. | 20% |
| 7 | On Submission of Final Report & Executive Summary. | 20% |
| | Total | 100% |

Notes:

1. *All Reports shall first be submitted as draft reports for comments of HAML. HAML shall provide its comments no later than 1 (one) week from the date of receiving a draft report and in case no comments are provided within such 1 (one) week, the Consultant shall finalize its report. Provided, however, that HAML may take upto 2 (two) weeks in providing its comments on the Draft Detailed Project Report.*
2. *The study shall be completed in 3 months excluding the time taken by HAML in providing its comments on the at all stages. The Consultant may take 1 (one) week for submitting its Final Detailed Project Report after receipt of comments from HAML.*

Annexure- 7

Bank Guarantee for Performance Security (Refer Clause 7.1.2 of Schedule-2)

To,
The Managing Director,
Hyderabad Airport Metro Limited,
Metro Rail Bhavan, Begumpet,
Hyderabad – 500003,
Telangana.

In consideration of Hyderabad Airport Metro Limited represented by the Managing Director, Hyderabad and having its principal office at Metro Rail Bhavan, Begumpet, Hyderabad – 500003 (hereinafter referred as "**HAML**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having entered into an agreement dated [●] (hereinafter referred to as the "**Agreement**") with M/s [Insert name of the Consultant] having its office at [Insert registered address of the Consultant] (hereinafter referred to as the "**Consultant**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), for its appointment as a Consultant to provide HAML Consultancy Services for preparation of PPRs and DPRs for Mass Rapid Transit System (MRTS) Phase III Metro Corridor *inter alia* for Package [insert relevant Package no.] comprising [Insert Corridor details] and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [Insert the Bank Guarantee amount] (Rupees [Insert in words]) to HAML for the due performance of the said Agreement.

1 We, [Insert the name of the guarantor bank] with our office at [Insert office address](hereinafter referred to as the "**Bank**") at the request of the Consultant do hereby unconditionally and irrevocably undertake to pay to HAML an amount not exceeding Rs. [Insert the amount in numbers] (Rupees [insert the amount in words]) against any loss or damage caused to or suffered or would be caused to or suffered by HAML by reason of any breach, default or failure by the Consultant of any of the terms or conditions contained in the said Agreement.

2 We, the Bank do hereby undertake unconditionally and irrevocably to pay the amounts due and payable under this Guarantee without any demur, delay, protest, reservation, recourse or content merely on the first demand from HAML stating that the amount/claimed is required to be paid against any loss or damage caused to or suffered or that would be caused to or suffered by HAML due to default or breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee without your needing to prove or to show the grounds for your demand or the sum specified therein. However, Bank's liability under this Guarantee shall be restricted to an amount not exceeding Rs. [Insert the amount in numbers] (Rupees [insert the amount in words]).

3. We, the Bank undertake to pay to HAML any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

4. It shall not be necessary, and the Bank hereby waives any necessity, for HAML to proceed against the Consultant before presenting to the Bank its demand under this Guarantee. In order to give effect to this Guarantee, HAML shall be entitled to act as if the Bank were the principal debtor.

5. We, the Bank, agree that the HAML shall be the sole judge as to whether the Consultant is in default of or breach of any of the terms and conditions of the Agreement and the decision of HAML that the Consultant is in default shall be final, and binding on the Bank, notwithstanding any differences regarding the decision taken by HAML between HAML and the Consultant. We undertake to pay to HAML any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court, tribunal, arbitrators or any other authority or by the discharge of the Consultant for any reason whatsoever, our liability under this present being absolute and unequivocal.

6. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues to HAML under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till HAML certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of 1 (one) year from the date of expiry of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5 7.....We, the Bank further understand and agree that HAML shall have the fullest liberty without requiring our consent and without affecting in any manner our liability and obligations under this Guarantee, to vary at any time any of the terms and conditions of the said Agreement or to extend time for compliance with, fulfilment and/or performance of all or any of the obligations of the Consultant contained in the Agreement from time to time or to postpone for any time, or from time to time, any of the rights and powers exercisable by HAML against the Consultant and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement, and the Bank shall not be relieved from its liability and obligation under these presents by any exercise by HAML of the liberty with reference to the matters aforesaid or by reason of time being granted to the Consultant or any other for bearing, indulgence, act or omission on the part of HAML or any indulgence by HAML to the said Consultant or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of relieving the Bank from the liability and obligations under this Guarantee and the bank hereby waives all of its rights under any such law.

8. At any time during which this Guarantee is still valid, if HAML agrees to grant a time extension to the Consultant or if the Consultant fails to complete the Consultancy within the duration of the Agreement as stated in the Agreement, it is understood that the Bank will extend this Guarantee under the same conditions for the required time at the cost of the Consultant.

9. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

10. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by HAML in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Consultant under the Agreement.

11. We, the Bank, undertake not to revoke this Guarantee during its currency except with the previous consent of HAML in writing declare and warrant that we have the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank

12. Any notice by way of request, demand or otherwise hereunder may be sent by post or email addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith.

13. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of [●] from the date hereof i.e. upto [insert expiry date]. HAML shall make a demand or claim under this Guarantee on the Bank in writing on or before expiry of a period of one (1) year from [insert expiry date].

14 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [enter in numbers] crore (Rupees [enter in words]) only. HAML

For

Name of Bank:

Seal of the Bank:

Dated, the day of....., 20

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (iii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE-3

Deleted

Appendices

APPENDIX-I

(See Clause 2.1.3 under Instruction to Applicants)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,
The Managing Director,
Hyderabad Airport Metro Limited,
Metro Rail Bhavan, Begumpet,
Hyderabad – 500003,
Telangana.

Sub: Appointment of Consultant for preparation of PPRs and DPRs for Mass Rapid Transit System (MRTS) Phase III Metro Corridor– Package [Insert Package No.].

Ref:

Dear Sir,

1. With reference to your RFP document dated [•]for selection as Consultant for preparation of PPRs and DPRs for Mass Rapid Transit System (MRTS) Phase III Metro Corridors for the following Packages:

| S. No. | Packages | Corridors | |
|--------|-------------|--|---|
| 1 | Package I | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) 12) ORR Patancheruvu Interchange (NH65) – Kokapet – Narsingi Interchange (22 km) |
| 2 | Package II | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 3) Shamshabad jn Metro Stn. - Kothur - Shadnagar (28 km) 5) Shamshabad Airport Metro Rail Station - Tukkuguda ORR - Maheswaram X Road - Pharma City (26 km) 9) ORR Interchange at Shamshabad (NH44) – Thukkuguda - Bongulur - Pedda Amberpet Interchange (NH65)(40 km) |
| 3 | Package III | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 4) Uppal X Road - ORR - Ghatkesar - Bibinagar (25 km) 6) Tarnaka X Road - ECIL X Road (8 km) 10) ORR Pedda Amberpet Interchange (NH65) – Ghatkesar - Shamirpet – Medchal Interchange (NH44) (45 km) |
| 4 | Package IV | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 7) Double Elevated Flyover / Metro from JBS Metro Rail Station to Tumkunta (17 km) 8) Double Elevated Flyover / Metro from Paradise X Road to Kandlakoya (12 km) 11) ORR Medchal Interchange (NH44) – Dundigal – Patancheruvu Interchange (NH65) (29 km) |

I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as Consultant for preparation of PPRs and DPRs for Mass Rapid Transit System (MRTS) Phase III Metro Corridors for **Package [Insert Package No.]** comprising [insert Corridor details] (“**Project**”).

2. The proposal is unconditional, unqualified and not subject to any assumptions.
3. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are original or true copies of their respective originals.
4. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
5. I/We shall make available to HAML any additional information it may deem necessary or required for supplementing or authenticating the Proposal.
6. I/We acknowledge the right of HAML to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by HAML;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with HAML or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by HAML and/ or the Government of Telangana in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. ***** (Rupees[insert the amount in words]) in the form of a Demand Draft / Bank Guarantee is attached, in accordance with the RFP document.
15. I/We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our Proposal is not opened or rejected.

16. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
18. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by HAML or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.
- 20A. (i) I/We have examined and understood all the conditions regarding restrictions on procurement from an Applicant from a country which shares a land border with India as provided in Ministry of Finance, Government of India Order (Public Procurement No. 1) and Order (Public Procurement No. 2) both dated July 23, 2020 ("Orders"). We hereby acknowledge, confirm and agree that, in terms of the Orders, an Applicant from such a country is not eligible to submit the Proposal and participate in the Selection Process under the RFP. I/We hereby certify that [I/we, our consortium member(s) and Associate(s) are not from a country which shares a land border with India]/[I/ we/ our Associate(s) are from a country which shares a land border with India and have been duly registered with the Competent Authority pursuant to the Orders]. I/We also certify that we fulfill all requirements in this regard and I/We are eligible to be considered under the RFP. [A copy of proof of registration issued by the Competent Authority is annexed along with the Proposal].

(ii) I/ We hereby agree and confirm that if any information or confirmation provided by us in respect of compliance with the Orders is at any time found to be false or incorrect, then the Authority shall be entitled to take appropriate action including, without prejudice to any other rights or remedies it may have under the RFP, Agreement or applicable laws, rejecting the Proposal, or terminating the LOA or Agreement, as the case may be, without the Authority being liable in any manner whatsoever, and appropriating the Bid Security or Performance Security, as the case may be.

(iii) I/We have examined and understood all the conditions regarding restrictions on sub-contracting to contractors from a country which shares a land border with India. I/ We certify that I/ we will not subcontract works to any Sub-Consultant/ sub-contractor from a country which shares a land border with India unless such Sub-Consultant/ sub-contractor is registered with the Competent Authority as required under the Orders.

(iv) The information and confirmations provided in this paragraph 20A are true, correct and accurate as of the date hereof and I/ we hereby agree and undertake to inform HAML forthwith in the event of any of the information or confirmations provided herein ceasing to be true, correct or accurate and/ or us no longer being eligible to participate in the Selection Process for any reason whatsoever including on account of any changes in the applicable laws in this regard.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

APPENDIX-I**Form-2****Particulars of the Applicant**

| 1.1 | <p>Title of Consultancy: Selection of Consultant for Preparation of PPRs and DPRs For Mass Rapid Transit System (MRTS) Phase III Metro Corridors for the following Packages :</p> <table border="1"> <thead> <tr> <th>S. No.</th><th>Packages</th><th>Corridors</th></tr> </thead> <tbody> <tr> <td>1</td><td>Package I</td><td> Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor </td><td> 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) 12) ORR Patancheruvu Interchange (NH65) – Kokapet – Narsingi Interchange (22 km) </td></tr> <tr> <td>2</td><td>Package II</td><td> Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor </td><td> 3) Shamshabad jn Metro Stn. - Kothur - Shadnagar (28 km) 5) Shamshabad Airport Metro Rail Station - Tukkuguda ORR - Maheswaram X Road - Pharma City (26 km) 9) ORR Interchange at Shamshabad (NH44) – Thukkuguda - Bongulur - Pedda Amberpet Interchange (NH65)(40 km) </td></tr> <tr> <td>3</td><td>Package III</td><td> Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor </td><td> 4) Uppal X Road - ORR - Ghatkesar - Bibinagar (25 km) 6) Tarnaka X Road - ECIL X Road (8 km) 10) ORR Pedda Amberpet Interchange (NH65) – Ghatkesar - Shamirpet – Medchal Interchange (NH44) (45 km) </td></tr> <tr> <td>4</td><td>Package IV</td><td> Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor </td><td> 7) Double Elevated Flyover / Metro from JBS Metro Rail Station to Tumkunta (17 km) 8) Double Elevated Flyover / Metro from Paradise X Road to Kandlakoya (12 km) 11) ORR Medchal Interchange (NH44) – Dundigal – Patancheruvu Interchange (NH65) (29 km) </td></tr> </tbody> </table> <p>Proposal for Package [Insert Package No.] comprising [Insert Corridor details].</p> | S. No. | Packages | Corridors | 1 | Package I | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) 12) ORR Patancheruvu Interchange (NH65) – Kokapet – Narsingi Interchange (22 km) | 2 | Package II | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 3) Shamshabad jn Metro Stn. - Kothur - Shadnagar (28 km) 5) Shamshabad Airport Metro Rail Station - Tukkuguda ORR - Maheswaram X Road - Pharma City (26 km) 9) ORR Interchange at Shamshabad (NH44) – Thukkuguda - Bongulur - Pedda Amberpet Interchange (NH65)(40 km) | 3 | Package III | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 4) Uppal X Road - ORR - Ghatkesar - Bibinagar (25 km) 6) Tarnaka X Road - ECIL X Road (8 km) 10) ORR Pedda Amberpet Interchange (NH65) – Ghatkesar - Shamirpet – Medchal Interchange (NH44) (45 km) | 4 | Package IV | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 7) Double Elevated Flyover / Metro from JBS Metro Rail Station to Tumkunta (17 km) 8) Double Elevated Flyover / Metro from Paradise X Road to Kandlakoya (12 km) 11) ORR Medchal Interchange (NH44) – Dundigal – Patancheruvu Interchange (NH65) (29 km) |
|--------|--|--|---|-----------|---|-----------|--|--|---|------------|--|---|---|-------------|--|---|---|------------|--|--|
| S. No. | Packages | Corridors | | | | | | | | | | | | | | | | | | |
| 1 | Package I | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) 12) ORR Patancheruvu Interchange (NH65) – Kokapet – Narsingi Interchange (22 km) | | | | | | | | | | | | | | | | | |
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| 1.2 | Deleted. | | | | | | | | | | | | | | | | | | | |
| 1.3 | <p>State the following:</p> <p>Name of Company or Firm: Legal status (e.g. incorporated private company, along with a copy of relevant incorporation/ registration certificate):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> | | | | | | | | | | | | | | | | | | | |

| | |
|-----|---|
| | <p>Brief description of the Company including details of its main lines of business:</p> <p>Name, designation, address and phone numbers of authorized signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No.:</p> <p>E-mail address:</p> |
| 1.4 | Deleted. |
| 1.5 | Deleted. |
| 1.6 | <p>(i) In case of non-Indian company, does the company have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last three years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in the last three years?</p> <p>Has the Applicant been barred by the Government of India, any State Government, a statutory authority or a public sector undertaking, from participating in any project or tender process, where the bar subsists as on the date of Proposal?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: right;">(Signature, name and designation of the authorised signatory) For and on behalf of</p> |

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To
The Managing Director,
Hyderabad Airport Metro Limited,
Metro Rail Bhavan, Begumpet,
Hyderabad-500003

Dear Sir,

Sub: RFP for Selection of Consultant for Preparation of PPRs and DPRs for Mass Rapid Transit System (MRTS) Phase III Metro Corridors for the following Packages :

| S. No. | Packages | Corridors | |
|--------|-------------|--|---|
| 1 | Package I | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) 12) ORR Patancheruvu Interchange (NH65) – Kokapet – Narsingi Interchange (22 km) |
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I hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that..... [insert individual's name] will act as our Authorized Representative/ on our behalf and has been duly authorized to submit our Proposal. Further, the Authorized Representative is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorized Representative)

For and on behalf of

NOTE: Please strike out whichever is not applicable

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we,[insert name of Firm and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr./ Ms. son/daughter/wife and presently residing at, who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "**Authorized Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the **Consultant** for Preparation of PPRs and DPRs For Mass Rapid Transit System (MRTS)Phase III Metro Corridors for Package [Insert Package No.] comprising [insert Corridor details/("Project") proposed to be developed by HAML including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in such conferences as may be required and providing information/ responses to HAML, representing us in all matters before HAML, signing and execution of all contracts, letters and undertakings consequent to acceptance of our proposal and generally dealing with HAML in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with HAML. The specimen signature & Initial of the Authorized Representative is attested hereby.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

Specimen Signature of Authorized Representative:

Initial of the Authorized Representative:

For (Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate value and duly notarized by a notary public.

The Applicant should submit for verification the extract of the charter documents and other documents such as a resolution of Board/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

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, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I

Form-5

Financial Capacity of the Applicant

| Sl. No. | Financial Year | Annual Revenue from India operations (Rs.in million) | Net Worth (Rs in Million) |
|--|---|--|---------------------------|
| 1. | 2022-23 | | |
| 2. | 2021-22 | | |
| 3. | 2020-21 | | |
| 4. | 2019-20 | | |
| 5. | 2018-19 | | |
| 6. | 2017-18 | | |
| 7. | 2016-17 | | |
| Certificate from the Statutory Auditor/Chartered Accountant/ | | | |
| We certify that the above mentioned figures have been extracted from the audited financial statements of(name of the Applicant). | | | |
| Name of the audit firm: | | | |
| Seal of the audit firm | | | |
| Date: | Signature, name and designation of the authorized signatory | | |

(Refer Clause 2.2.2 (C) Under Instruction to Applicant)

APPENDIX-I

Form-6

Particulars of Key Personnel

| Sl. No. | Designation of Key Personnel | Name | Educational Qualification | Length of Professional Experience | Present Employment | | No. of Eligible Assignments* |
|---------|------------------------------|------|---------------------------|-----------------------------------|--------------------|----------------|------------------------------|
| | | | | | Name of Firm | Employed Since | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |

*Refer Form 9 of Appendix I Experience of Key Personnel

APPENDIX-I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than ten pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than ten pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its Proposal. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

3. Preparation of Conceptual Plan for any MRTS station as per the scope of the study. (not more than four pages)

4. Organization & Staffing(not more than ten pages)

The Applicant's Proposal should demonstrate how different Personnel on the Applicant's team will tackle various aspects and requirements of the Project as per the approach methodology and work plan proposed by the Applicant.

APPENDIX-I

Form-8

Abstract of Eligible Assignments of the Applicant[@] (Refer Clause 3.1)

| Sl. No. | Name of Project/ Eligible Assignment* | Name of Client | Estimated capital cost of Project (Rs. in crore)** | Payment of professional fees received by the Applicant** (in Rs.) |
|---------|---|----------------|--|---|
| (1) | (2) | (3) | (4) | (5) |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

Note:

[@] The Applicant should provide details of only those projects that have been undertaken by it under its own name.

* The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

** For the purposes of technical evaluation of Applicants, only INR will be considered as the applicable currency. US \$ conversion rate shall be as per the forex rate of Reserve Bank of India (RBI) on / in the applicable date / period. In case of any other currency, the same shall first be converted to US\$ as per the forex rate of RBI as on / in the applicable date / period, and the amount so derived in US\$ shall be converted into Rupees at the aforesaid rate.

Certificate from the Statutory Auditor/Chartered Accountant OR Company Secretary/CFO of the Applicant

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

APPENDIX-I

Form-9

Abstract of Eligible Assignments of Key Personnel

Name of Key Personnel:

Designation:

| S. No. | Name of Project | Name of Client | Estimated capital cost of project (in Rs cr.) | Name of firm for which the Key Personnel worked | Designation of the Key Personnel on the project | Date of completion of project assignment | Manmonths spent |
|--------|-----------------|----------------|---|---|---|--|-----------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | | | | | | | |
| 9 | | | | | | | |
| 10 | | | | | | | |

@ Use separate Form for each Key Personnel.

The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

APPENDIX-I

Form-10

Eligible Assignments of Applicant

| | |
|---|--|
| Name of Applicant: | |
| Name of the Project: | |
| Particulars of the Project, including area: | |
| Description of services performed by the Applicant firm: | |
| Name of client and Address:(Indicate whether public or private entity) | |
| Name, telephone no. and fax no. of client's representative: | |
| Estimated capital cost of Project (in Rs. Crore): | |
| Payment received by the Applicant (in Rs. Crore): | |
| Start date and finish date of the services (month/ year): | |
| Brief description of the Project: | |

Notes:

- 1 Use separate sheet for each Eligible Project.
- 2 The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I

Form-11

Eligible assignments of Key Personnel

| | |
|---|--|
| Name of Key Personnel: | |
| Name of the Project: | |
| Particulars of the Project | |
| Name of Consulting Firm where employed | |
| Description of services performed by the Key Personnel: | |
| Name of client and Address: | |
| Name, telephone no. and fax no. of client's representative: | |
| Estimated capital cost of Project (in Rs. cr.): | |
| Payment received by the firm (in Rs. million): | |
| Start date and finish date of the services (month/ year): | |
| Brief description of the project: | |

It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.

(Signature and name of Key Personnel)

Notes:

- 1) Use separate sheet for each Eligible Assignment.
- 2) Attach a single page summary containing the brief particulars of each project.

APPENDIX-I

Form-12

Curriculum Vitae (CV) of Key Personnel

2. Proposed Position: _____

3. Name of Expert/ Personnel [Insert full name]:

4. Date of Birth & Citizenship:

5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:

6. Membership in Professional Associations:

7. Other Trainings [Indicate significant training since apart from what has been mentioned under Entry 5 of this Form 12]:

8. Countries of Work Experience: [List countries where expert has worked in the last ten years]:

9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

10. Employment Record [Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From[Year]:_____To[Year]: _____

Employer:_____

- Positions held: _____

| | |
|---|--|
| <p>10. Detailed Tasks Assigned</p> <p>[List all tasks to be performed under this assignment]</p> | <p>11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 10.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> |
|---|--|

12. Certification:

- (i) I, the undersigned, certify to the best of my knowledge and belief that this CV correctly describes my qualifications and my experience;
- (ii) In the absence of medical incapacity, I will undertake this assignment till the completion of Services and duration of the Agreement;
- (iii) I am not part of the team who wrote the terms of reference for this consulting services assignment.

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of authorized representative of the firm]

Day/Month/Year Full name of authorized representative:

-

Note:

Only one candidate shall be nominated for each position.

APPENDIX-I

Form-13

DELETED

APPENDIX-I

Form-14

DELETED

APPENDIX-I

Form-15

Proposal for Sub-Consultant(s)

| | | | | |
|--|--|--|-----------------------------|---------------------------------------|
| 1. Details of the Firm | | | | |
| Firm's Name, Address and Telephone | | | | |
| Name and Telephone No. of the Contact Person | | | | |
| Fields of Expertise | | | | |
| No. of Years in business in the above Fields | | | | |
| 2. Services that are proposed to be sub contracted: | | | | |
| 3. Person who will lead the Sub-Consultant | | | | |
| Name: | | | | |
| Designation: | | | | |
| Telephone No: | | | | |
| Email: | | | | |
| 4. Details of Firm's previous experience | | | | |
| Name of Work | Name, address and telephone no. of Client | Total Value of Services Performed | Duration of Services | Date of Completion of Services |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

(Signature and name of the authorized signatory)

Note:

- 1 The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Form 12 of Appendix-I.
- 2 Use separate form for each Sub-Consultant.

APPENDIX-I

Form-16

DELETED

APPENDIX-I

Form-17

Form of Bid Security

(Demand Guarantee)

To,
The Managing Director,
Hyderabad Airport Metro Limited,
Metro Rail Bhavan, Begumpet,
Hyderabad – 500003
Telangana.

Beneficiary:
Request for Proposal No:
Date:
BID GUARANTEE No.:
Guarantor:

1. In consideration of Hyderabad Airport Metro Limited, represented by its Managing Director and having its office at Metro Rail Bhavan, Begumpet, Hyderabad-500003, (hereinafter referred to as the “**HAML**” or “**Beneficiary**”, which expression shall unless it be repugnant to the subject or context thereof include its successors, administrators, executors and assigns) having agreed to receive the Proposal of [●] (a company registered under the laws of [●]) and having its registered office at [●] (hereinafter referred to as the “**Applicant**” which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and permitted assigns), for selection of Consultant for the Hyderabad Airport Express Metro Project pursuant to the Request for Proposal (RFP) Document No.2395/HAML/GM(P)/ Phase III Metro Corridors/2023 dated [●], we [insert the name of the Bank], having our registered office at [●] and one of its branches at [●] (hereinafter referred to as the “**Bank**”), at the request of the Applicant, do hereby in terms of Clause 2.20 of the RFP document, irrevocably, unconditionally and guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Proposal, including the RFP Document by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to HAML an amount of Rs. 10,00,000 (Rupees ten lakh only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall at any time fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP or the Proposal. Any such written demand made by HAML stating that the Applicant is in default or breach of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP or the Proposal submitted by it shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the

claim of HAML is disputed by the Applicant or not, merely on the first demand from HAML stating that the amount claimed is due to HAML by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the RFP or the Proposal submitted by it including failure of the said Applicant to keep its Proposal valid during the Proposal validity period as set forth in the said Proposal for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

3. This Guarantee shall be irrevocable and remain in full force for a period of 90 (ninety) days from the Proposal Due Date inclusive of a claim period of 30 (thirty) days or for such extended period as may be mutually agreed between HAML and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
4. We, the Bank, further agree that HAML shall be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP or the Proposal submitted by it and the decision of HAML that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between HAML and the Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
6. In order to give full effect to this Guarantee, HAML shall be entitled to treat the Bank as the principal debtor. HAML shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee at any time and from time to time to vary any of the terms and conditions contained in the said RFP or to extend time for submission of the Proposal or the Proposal validity period or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP or the Proposal submitted by it or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the Proposal, and the Bank shall not be released from its liability under these presents by any exercise by HAML of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of HAML or any indulgence by HAML to the said Applicant or by any change in the constitution of HAML or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties or guarantors would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to *[insert name of Bank along with branch address]* and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for HAML to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which HAML may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of HAML in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 10,00,000 (Rupees ten lakh only).

Signed and Delivered by the [] Bank

By the hand of Mr./Ms [], its [] and authorised official.

[signature(s)]

APPENDIX-I

Form-18

(Contact Detail Form)

Name of Applicant:

Address for Correspondence:

Landline :

Fax:

E-mail:

Name of Authorised Representative:

Address for Correspondence:

Landline:

Fax:

E-mail:

APPENDIX-I

Form-19

Deleted

APPENDIX-II FINANCIAL PROPOSAL

Form-1

Covering Letter (On Applicant's letter head)

(Date and Reference)

To
The Managing Director,
Hyderabad Airport Metro Limited,
Metro Rail Bhavan, Begumpet,
Hyderabad – 500003
Telangana.

Dear Sir,

Subject: Selection of Consultant for Preparation of PPRs and DPRs Mass Rapid Transit System (MRTS)
Phase III Metro Corridors for the following Packages :

| S. No. | Packages | Corridors | |
|--------|-------------|--|---|
| 1 | Package I | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 1) BHEL - Patancheruvu - ORR - Isnapur (13 km) 2) L.B. Nagar - Hayathnagar - Pedda Amberpet (13 km) 12) ORR Patancheruvu Interchange (NH65) – Kokapet – Narsingi Interchange (22 km) |
| 2 | Package II | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 3) Shamshabad jn Metro Stn. - Kothur - Shadnagar (28 km) 5) Shamshabad Airport Metro Rail Station - Tukkuguda ORR - Maheswaram X Road - Pharma City (26 km) 9) ORR Interchange at Shamshabad (NH44) – Thukkuguda - Bongulur - Pedda Amberpet Interchange (NH65)(40 km) |
| 3 | Package III | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 4) Uppal X Road - ORR - Ghatkesar - Bibinagar (25 km) 6) Tarnaka X Road - ECIL X Road (8 km) 10) ORR Pedda Amberpet Interchange (NH65) – Ghatkesar - Shamirpet – Medchal Interchange (NH44) (45 km) |
| 4 | Package IV | Ph. III A Corridor Ph. III A Corridor Ph. III B Corridor | 7) Double Elevated Flyover / Metro from JBS Metro Rail Station to Tumkunta (17 km) 8) Double Elevated Flyover / Metro from Paradise X Road to Kandlakoya (12 km) 11) ORR Medchal Interchange (NH44) – Dundigal – Patancheruvu Interchange (NH65) (29 km) |

I/We, _____ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for **Package [insert Package no.]** comprising [insert Corridor details].

I/We agree that this offer shall remain valid for a period of 120 (one hundred twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II
(See Clause 2.1.3)
Form-2

| Sl. No. | DESCRIPTION OF ITEM | AMOUNT IN INR |
|-----------|--|---------------|
| A. | RESIDENT PERSONNEL AND LOCAL COSTS | |
| I. | Remuneration for Professional Personnel (inclusive of all personal allowances) in lump Sum | |
| II | Remuneration for Support Personnel (inclusive of all personal allowances) in Lump Sum | |
| | Sub-Total - Resident Personnel and Local Costs (A) : | |
| B. | OVERHEAD EXPENSES @_____ % of (A) : 1. Reports and Document Printing 2. Miscellaneous Expenses 3. Travel & Accommodation 4. Office Equipment's and stationery 5. Office Space (if any) | |
| C. | Surveys in Lump Sum | |
| D. | SUBTOTAL OF(A+B+C) | |
| E. | GST @.....% of (D) | |
| F. | TOTAL (including taxes) (D+E) (in Rs.) In Indian Rupees in figures- in words- | |

- NOTE:** * 1) HAML authorized Travel and Accommodation expenses only would be reimbursed.
2) Applicants to note that of the total Financial Proposal as indicated in D / F, 25% of the total cost will be for preparation of Preliminary Project Report (PPR) and the balance 75% will be for preparation of Detailed Project Report (DPR).
3) Applicants to submit Form-2 Package wise.

APPENDIX- III

LIST OF BID-SPECIFIC CLAUSES^{\$}

A. Clauses and appendices with non-numerical footnotes

1. Schedule-1: Terms of Reference (TOR)
 - (i) Para 6.2: Time and Payment Schedule
2. Form 3, Appendix -I Statement of Legal capacity
3. Form-5, Appendix-I: Financial Capacity of the Applicant
4. Form 6, Appendix -I : Particulars of Key Personnel
5. Form-8, Appendix-I: Abstract of Eligible Assignments of the Applicant
6. Form-9, Appendix-I: Abstract of Eligible Assignments of Key Personnel
7. Form 10, Appendix-I: Eligible assignments of Applicant
8. Form-11, Appendix-I Eligible assignments of Key persons
9. Appendix-III: List of Bid-specific clauses

B. Clauses and appendices with curly brackets

1. Schedule-2: Form of Agreement: Clause 9.4.2: Arbitration

C. Clauses and appendices with blank spaces

- 1 Schedule-2: Form of Agreement: Clause 1.10.3 and 6.1.2
- 2 Annex-7, Schedule-2: Bank Guarantee for Performance Security
- 3 Form-1, Appendix-I: Letter of Proposal
- 4 Form-2, Appendix-I: Particulars of the Applicant: Signature
- 5 Form-3, Appendix-I: Statement of Legal Capacity
- 6 Form-4, Appendix-I: Power of Attorney
- 7 Form-5, Appendix-I: Financial Capacity of the Applicant
- 8 Form-12, Appendix-I: Curriculum Vitae (CV) of Key Personnel
- 9 Appendix-II: Financial Proposal: Item E

^{\$} This Appendix-III contains a list of clauses and appendices that would need to be suitably modified for reflecting applicant-specific provisions. This Appendix-III may, therefore, be included in the RFP document to be issued to prospective Applicants. The blank spaces in Appendices may be filled up by the Applicant and the footnotes may be deleted when it submits its proposal.