



REQUEST FOR PROPOSAL

RfP document no. 2447/CPM/GM(P)/ADE(C)/HAML/Phase-II - Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns)/2026 for 63 km (Package-I)

FOR APPOINTMENT OF
GENERAL CONSULTANT(GC)

for

HMR PHASE-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), HYDERABAD, TELANGANA

Government of Telangana

Aug 11, 2026

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 Authority or any of their 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 or an offer by the Authority 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 the Authority in relation to the Consultancy (hereinafter defined). 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 Authority, 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, 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 anyway in this Selection Process.

The Authority 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 Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RfP.

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

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 Authority 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 Authority 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

Agreement	As defined in Form of Agreement
Applicant	As defined in Clause 2.1.1
Assignment Period	shall mean a period of 4 years from the date of the Agreement
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.1
Bid Security	As defined in Clause 2.20.1
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
CV	Curriculum Vitae
DB	Design and Build
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Eligible Applicants	As defined in Clause 1.6
Expatriate Personnel	As defined in Clause 1.1.1(i) of Schedule-2
Form of Agreement	Form of Agreement as in Schedule -2
Financial Proposal	As defined in Clause 2.15.
GC	General Consultant as defined in Clause 1.2
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.1.4
LOA	Letter of Award, as defined in Clause 2.27
Man day	shall mean a period of 8 hours
Man Month	shall mean a period of 25 Man Days
Member	As defined in Clause 2.3.3 (i)
MSS	As defined in Clause 1.3
Official Website	As defined in Clause 1.11.2

Personnel	As defined in Clause 1.1.1(m) of Schedule-2
Project	As defined in Clause 1.1.1
Project Manager	As defined in Clause 4.6 of Schedule-2
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clause 1.8
Railway System	As defined in Clause 3.1.4 b)
Resident Personnel	As defined in Clause 1.1.1(q) of Schedule-2
RfP	As defined in Disclaimer
Services	As defined in Clause 1.1.1(r) of Schedule -2
Selection Process	As defined in Clause 1.6
Selected Applicant	As defined in Clause 2.24.1
Applicants	As defined in Clause 1.6
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 15, Form-2 of Appendix- II
Statutory Auditor	An auditor appointed under applicable laws
Sub-Consultant	As defined in Clause 1.1.1(s) of Schedule-2
Support Personnel	As defined in Clause 2.14.6
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Schedule - 1
US\$	United States Dollar

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

TABLE OF CONTENTS

S. No.	Contents	Page No.
	Request for Proposals	
1	Introduction	1
2	Instructions to Applicants	9
	A. General	9
	B. Documents	38
	C. Preparation and Submission of Proposal	40
	D. Evaluation Process	49
	E. Appointment of General Consultant	51
3	Criteria for Evaluation	55
4	Fraud and corrupt practices	64
5	Pre-Proposal Conference	66
6	Miscellaneous	67
7	Annexure A – Bid Security	69
	Copy of Executive Summary of DPR will be provided at HAML office	
	Schedules	73
1	Terms of Reference	77
2	Form of Agreement	117
	Annex-1: Terms of Reference	152
	Annex-2: Deployment of Personnel	153
	Annex-3: Estimate of Personnel Costs	154
	Annex-4: Approved Sub-Consultant(s)	155
	Annex-5: Cost of Services	156
	Annex-6: Payment Schedule	157
	Annex-7: Bank Guarantee for Performance Security	158
	Annex-8 Responsibilities of Key Personnel	162
3	Guidance Note on Conflict of Interest	169

S. No.	Contents	Page No.
	Appendices	171
1	Appendix-I: Technical Proposal	
	Form 1: Letter of Proposal	173
	Form 2: Particulars of the Applicant	178
	Form 3: Statement of Legal Capacity	181
	Form 4: Power of Attorney	183
	Form 5: Financial Capacity of Applicant	185
	Form 6: Particulars of Key Personnel	186
	Form 7: Proposed Methodology and Work Plan	188
	Form 8: Experience of Applicant	190
	Form 9: Experience of Key Personnel	192
	Form 10: Eligible Assignments of Applicant	193
	Form 11: Eligible Assignments of Key Personnel	194
	Form 12: CV of Professional Personnel	196
	Form 13: Deployment of Personnel	197
	Form 14: Certificate from Statutory Auditor/Company Secretary regarding Associate	199
	Form 15: Proposal for Sub-Consultant(s)	200
	Form 16: Undertaking - 1	201
	Form 17: Undertaking - 2	202
	Form 18 : Joint Bidding Agreement	203
	Appendix - II: Financial Proposal	
	Form 1: Covering Letter	209
	Form 2: Financial Proposal	210
	Form 3: Estimate of Personnel Costs	213

1. INTRODUCTION

1.1 Background

- 1.1.1 The Hyderabad Airport Metro Limited (“**HAML**” or the “**Authority**”) has proposed to take up 7 metro corridors for a length of 122.9 km costing Rs 38,595 cr under HMR Phase-II project as 50:50 JV of GoTG and GoI. In this regard, as an initial proposal, it was resolved by the Authority to provide an elevated metro with 25 KV AC OETS (Overhead Electric Traction System) for the corridors of Phase-II i.e., Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I) on EPC (design and build) (the “**EPC(DB)**”) basis in Hyderabad, the capital city of Telangana, India, consisting of the following Corridors:

Corridor IV	Nagole to RGIA	Length: 36.8 km; 24 stns
Corridor V	Raidurg to Kokapet Neopolis	Length: 11.6 km; 8 stns
Corridor VI	MGBS to Chandrayangutta	Length: 7.5 km; 6 stns
Corridor VIII	LB Nagar to Hayat Nagar	Length: 7.1 km; 6 stns

(hereinafter referred to as the “**Project**”).

- 1.1.2 The Authority desires to provide a world-class Public Transportation System with state of the art technology. As such, the overarching criteria for setting up the Project shall be to create an efficient, safe, reliable, economical and affordable system.
- 1.1.3 The Project will be taken up on DB basis in engineering, procurement and construction (the “**EPC(DB)**”) mode. The estimated cost of the Project is Rs ,21,560 crore (US\$2.27billion). The Project being technically complex in nature requires a highly qualified and competent General Consultant to oversee the overall implementation of the Project.

1.1.4 Funding Pattern:

Government of Telangana have proposed to take up this Project as a 50:50 JV of GoTG and Gol. The funding pattern shall be 20% as GoTG contribution; 20% as Gol contribution; and the balance 60% as debt from external aided agencies.

General Consultant

1.2 Request for Proposal

The Authority invites technical proposal (“**Technical Proposal**”) and financial proposal (“**Financial Proposal**”), collectively the “**Proposal**”, from the Applicants for selection of an engineering consultant who shall be appointed as general consultant (the “**GC**” or “**General Consultant**”) for the Project, in accordance with the terms hereof. The GC shall, on a day to day basis, manage the relationship with the Authority, its contractors and other parties involved in the Project, manage information, documentation and work flows generated by the assignment, assist the Authority to prioritise the tasks in order to adhere to Project mile-stones, advise on Project related issues that arise and assist the Authority in solving Project related issues and problems and in dispute resolution.

All technical, financial and contract management powers will be exercised by HAML. The GC shall obtain HAML’s approval on all matters that lie within its scope of services. Any subsequent changes to the Project detail shall also be put up to HAML along with time and cost implications for its approval. GC will have necessary powers to guide and supervise the implementation of the Project within the approvals obtained from HAML.

GC shall have the overall responsibility and obligation of overseeing, monitoring and steering all components of the implementation, construction, testing and commissioning of the Project in the manner detailed in this RFP in order to ensure timely and safe completion of the Project in compliance with all standards and specifications laid out hereunder. The role and function of the General Consultant would broadly include:

- (i) GC shall provide all Services as detailed in the ToR.
- (ii) GC will review the details given in the DPR of the Project of various components including rolling stock with regard to safety, economy, energy conservation and environmental aspects, implementation schedule, and other relevant aspects as formulated in the DPR and ensure that the same are adhered to in the implementation of the Project. A copy of the Executive Summary of the DPRs for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km;

6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I) Project will be provided at HAML office.

- (iii) GC will prepare tender design and documents and provide all necessary assistance in evaluation, negotiations (if necessary) of bids invited by HAML and award of various contracts for implementation of the Project.
- (iv) GC will review and proof check the designs/drawings for construction submitted by Detailed Design Consultants, in case of construction contracts awarded on 'Construct only' basis. GC will review and proof-check the designs/drawings submitted by the contractors in case of contracts awarded on EPC(design and build) basis. The GC shall then put up the reviewed designs/drawings to HAML for its approval.
- (v) GC will render all necessary assistance to HAML in the selection of contractors, suppliers, manufacturers, detailed design consultants and other related service providers for the Project.
- (vi) GC will ensure adherence, to the standards prescribed by HAML, by contractors with regard to safety of works, safety of adjoining and overlying structures, safety of workmen and safety of public during construction stage.
- (vii) GC will certify the quantum of work done, its quality and the payments to be made to various agencies engaged in the implementation of the Project.
- (viii) GC will co-ordinate, review/monitor the efforts of all contractors, consultants, suppliers and manufacturers.
- (ix) GC will carry out construction/erection supervision at all levels including contract administration, safety, quality and environmental aspects.
- (x) GC will plan for O&M, frame Operation and Maintenance Manuals and advise necessary steps to be taken to get the O&M organization in place at the appropriate time including training of O&M staff of HAML during the construction, testing and commissioning stage.
- (xi) GC will plan and arrange for training of personnel of HAML deployed for operation and maintenance of various equipments and plants at the suppliers' premises. GC will also plan and arrange training of the personnel in operation and maintenance of the metro system, as a whole. There will be no separate payment for training. The price for the same is deemed to be included in the Applicant's offer.
- (xii) GC will assist HAML in keeping the Commissioner of Metro Rail Safety (CMRS) Government of India or any other appropriate authority informed about Project design/construction and obtaining intermediate approvals as required.

- (xiii) GC will assist HAML in ensuring tests, trials and commissioning of the system (including obtaining final sanction from Commissioner of Metro Rail Safety or appropriate authority).
- (xiv) GC will develop and provide schemes for integration with other modes of transport, including related transportation planning and assist HAML in putting in place a mechanism of 'seamless travel' through various modes of public/private transport. In all relevant aspects of its work, the GC shall examine the possibility of multiple modes of travel.
- (xv) GC will provide proper interface co-ordination to ensure timely completion of all works and commissioning of the various sections as programmed.
- (xvi) Cyber security audit for all systems delivered by EPC agency.
- (xvii) GC will make sure that all the drawings that are received from the contractors are in 3 D form and along with that the contractor supplies a sheet on time lines and associated costs in a form which is mutually acceptable and the GC would then analyze / validate the inputs received from the contractors, certify the same and then authorize the contractors to upload the same into the Digital project Management platform i.e. 5D-BIM.
- (xviii) GC shall review the drawings / documents sent to it by the EPC(DB) contractor and send its comments / observations to the EPC(DB) contractor within 15 (fifteen) days of receipt of such drawings.
- (xix) GC shall review any modified drawings/documents sent to it by the EPC(DB) contractor and furnish its comments within 7 (seven) days of receiving such drawings/documents and give necessary approvals
- (xx) Any other services that are not explicitly mentioned above but are necessary to carry out the GC assignment.

(collectively referred to as the “**Consultancy**”)

The Authority intends to select the General Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment, and the full scope of the Consultancy and the local conditions before submitting the Proposal by making a visit to the Authority and the Project site, sending written queries to the Authority on the date and time specified in Clause 1.8.

The Applicants are also advised to fully inform themselves of the terms of Manual of Specifications and Standards(MSS) (a copy of which is available for the Applicants to collect at HAML office), the provisions of the Metro Railways (Construction of Works) Act, 1978 and the Metro Railways (Operation and Maintenance) Act, 2002 and all other applicable laws, including applicable taxation regulations prior to submitting their Proposals.

1.4 Issue of RfP Document

This RfP document will be issued to Applicants by the Authority from Aug 12, 2026 on payment of **non-refundable processing fee of Rs.2,00,000 (Rupees Two lakh only) in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favour of** Hyderabad Airport Metro Limited, Metro Rail Bhavan, Begumpet, Hyderabad-500003, Telangana, payable at Hyderabad. RfP document can also be downloaded from Aug 12, 2026 onwards from the e-procurement platform of the Authority i.e., **www.tender.telangana.gov.in under the sub head (department) Hyderabad Metro Rail Limited** and the non-refundable processing fee shall be furnished by the Applicant along with the submission of the Proposal.

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.

1.6 Brief description of the Selection Process

The Authority shall invite Proposal from consulting engineering firms or bodies corporate to undertake and perform the duties and functions set forth in the RfP. Applicants meeting the eligibility criteria will be evaluated in accordance with pre-determined criteria.

This RfP will be issued to the Applicants to enable them to submit their respective Technical Proposal and Financial Proposal, each in a separate sealed cover in accordance with the terms of the RfP. All the Technical Proposals so received shall be opened and pursuant to the evaluation thereof, the Authority shall shortlist 3 (three) Applicants, on the basis of their technical scores. The Financial Proposals in respect of these Applicants shall be opened and the order of priority as among these Applicants shall be determined on the basis of a weighted evaluation. Quality cum Cost Based Selection (QCBS) will be the criteria where technical and financial scores shall be assigned respective weights of 80:20. The entire procedure for selection of the successful Applicant under this RfP, hereinafter referred to as the **“Selection Process”**.

1.7 Currency conversion rate and payment

- 1.7.1 For the purposes of evaluation of Technical Proposal of the Applicants, US \$ conversion rate shall be as per the forex rate of Reserve Bank of India (RBI) prevailing 28 days prior to the PDD. In case of any other currency, the same shall first be converted to US\$ as per the forex rate of RBI as prevailing 28 days prior to the PDD and the amount so derived in US\$ shall be converted into Rupees at the aforesaid rate.
- 1.7.2 All payments to the General Consultant shall be made in INR in accordance with the provisions of this RfP. The General Consultant may convert Rupees into any foreign currency as per applicable laws and the exchange risk, if any, shall be borne by the General Consultant.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

	Event Description	Estimated Date (uploading / issue of RfP document 12.08.2026)
1.	Pre-bid meeting	19.08.2026 @ 03:00 PM in the Conference Hall, 4 th floor, Metro Rail Bhavan, Begumpet, Hyderabad - 500003.
2.	Last date for receiving clarifications/queries on RfP	22.08.2026 (15:00 hrs)
3.	Authority's response to queries	27.08.2026
4.	Last date for receiving Proposals ("Proposal Due Date" or PDD)	17.09.2026 at 15.00 Hrs IST
5.	Opening of Proposals	On Proposal Due Date at 15.30 Hrs IST
6.	Physical PPT on Methodology, Work Plan etc.,	19.09.2026 at 11:30 Hrs, Metro Rail Bhavan, Begumpet, Hyderabad.
7.	Shortlisting of Applicants and opening of Financial Proposal	30.09.2026 @ 15:00 Hrs, Metro Rail Bhavan, Begumpet, Hyderabad.
8.	Letter of Award (LoA)	07.10.2026
9.	Signing of Agreement	Within 7 days of LoA
10.	Validity of Proposal	120 days of Proposal Due Date
11.	Period of Assignment	48 months

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

Applicants may visit HAML office and review the available data at the following timings prior to PDD:

11.00 hrs IST to 17.00 hrs IST on all working days from 12.08.2026 to 16.09.2026

For this purpose, they will provide at least two days' written notice to the nodal officer specified below:

Mr. M Vishnu Vardhan Reddy,
General Manager (P),
Hyderabad Airport Metro Limited,
Metro Rail Bhavan, Begumpet,
Hyderabad - 500003.
Phone: +91-40-23388587/588,
Mobile: +91-9959552473
Email: mvvrhmr@gmail.com

Mr. B Anand Mohan,
Chief Project Manager,
Hyderabad Airport Metro Limited,
Metro Rail Bhavan, Begumpet,
Hyderabad - 500003.
Phone: +91-40-23388587/588,
Mobile: +91-9849909781
Email: cpm52018.hmrl@gmail.com

1.10 Communications

1.10.1 Except as set out in Clause 1.9, all communications including the submission of Proposal should be addressed to:

Mr. Sarfaraz Ahmad, IAS,
Managing Director, HAML
Government of Telangana,
Metro Rail Bhavan, Begumpet, Hyderabad -500003.
Phone: +91-40-23388580
Email: md@hmrl.co.in

1.10.2 The **Official Website** of the Authority is:

<http://www.hmrl.co.in>

1.10.3 All communications, including the envelopes, shall contain the following information, to be marked at the top in bold letters:

RfP for Appointment of General Consultant for HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana.

1.11 Governing Law

This RfP shall be governed by the laws of India and courts of Hyderabad shall have exclusive jurisdiction on any matter arising out or relating to this RfP.

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Efforts are made to give detailed description of the objectives, scope of services, deliverables and other requirements relating to the Consultancy in this RfP. In case the Applicants possess the requisite experience and capabilities required for undertaking the Consultancy, they may participate in the Selection Process in response to this RfP. For the purposes of this RfP, the term Applicant(s) (the “**Applicant(s)**”) mean the sole firm (“**Sole Firm**”) or JV / Consortium of Firms limited to 3 (three) Firms, in response to this invitation.

The members having less than 26% participation will be termed as non-substantial member and will not be considered for technical and financial evaluation. In the Eligible Assignments, the member shall have a minimum of 26% stake in the project taken up and completed. All members of the Consortium shall have working experience in GC / IE / PMC of Metro Rail / Railway system projects. A non-Indian bidder registered in India for last 5 years is permitted to tender as a sole entity or a joint venture or consortium arrangement with Indian Consultant or their wholly owned Indian subsidiary registered in India under Companies Act. The term applicant (the “**Applicant**”) means the Sole Firm or the Consortium, as the case may be. 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 General Consultant shall be on the basis of an evaluation by the Authority 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 the Authority’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 the Agreement with the Authority in the form specified at Schedule-2 hereof.

2.1.4 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

S. No.	Key Personnel	Responsibilities
1.	Team Leader (Civil - K1)	• Team Leader shall communicate with the Authority and other stakeholders of the Project. • Lead the GC team by providing guidance and support and also ensure to deliver all deliverables as per the schedule duly confirming to the Quality Management Programme (QMP). • Review all the Project documents and provide necessary suggestions for implementation of the Project keeping cost effectiveness and timely completion in mind. • Identify appropriate design codes and standards in collaboration with the Design Standards Consultant for the Project. • Preparation of prequalification documents, tender documents, preliminary design for civil and system works that are necessary for appointment of construction firms on Design and Build basis. • Hold discussions with the Authority on prepared tender documents, proposed procurement procedures and seek their approval for initiating the procurement process. • Conducting pre-bid meetings, furnishing clarifications to the tenderers, tender opening, tender evaluation, award and signing of contract agreements. • Preparation of a detailed project implementation plan and monitoring the progress as per the ToR. Conduct periodic progress review meetings with construction agencies and provide solutions to the technical issues if any on a regular basis. • TL shall give necessary approvals and issue GFC drawings in time. • Develop procedures and protocols for supervision, progress monitoring, reporting, checking, measurement of works, verification & certification of contractors' bills. • Submit the detailed monthly progress reports to the Authority duly indicating the achieved progress and slippages if any with reasons and also the mitigative measures to makeup the progress if required. • Exercising the quality and safety checks/audits as per the QMP and Safety Audit Plan to ensure the best quality through best safety practices. • Assist the Authority in timely addressing of the contractors' issues to avoid any claims in future and also in contractual correspondence with contractors. • Provide quick decisions on technical matters to avoid any delays which might affect the Project progress. • Preparation of O&M Manuals for the rail system under construction and planning training program for the Authority's personnel.

S. No.	Key Personnel	Responsibilities
		• Develop protocols for the testing and commissioning of the system and assist the Authority in satisfying all the prerequisites that are necessary for obtaining approvals for COD from competent government and statutory authorities. • Preparation of final bills, as built drawings and assisting the Authority in claimless conclusion of the contracts with the agencies. • Assist the Authority in closing contracts. • Advise on claims management and provide reports to HAML. • Prepare and maintain a risk register and suggest mitigation measures.
2.	Dy. Team Leader (Systems - K1)	• Report to the Team Leader • Coordinate with the Authority regarding interface issues • Shall co-ordinate for all engineering decisions required for the successful and timely implementation of the Project in consultation with HAML. • Responsible for technical and programme management and assisting Team Leader in day-to-day matters. • Establish quality control procedures for systems • Review of system drawings consisting of Signaling, Telecommunications, Traction Power Supply, Sub-stations, Rolling Stock and Maintenance Equipment, OCC, PIS and AFC. • Develop protocols for the testing and commissioning of the system and assist the Authority in obtaining approvals for COD from competent government and statutory authorities. • Assist in preparation and evaluation of bid documents for systems works. • Other tasks that would be assigned by the Team Leader.
3.	Chief Contracts Expert (K1)	• Report to Team Leader. • Shall prepare, review, study and analyse the tender drawings, estimate and BOQ which is prepared as part of the tender • Prepare the draft contracts or agreements for each of the works, goods and services contracts to be awarded for implementation of the Project. • Assist the Authority in bid procurement and management. • Attend pre-bid clarification meetings and finalize contract agreements and related documents for each contract • Shall monitor the progress of contractors and vendors work, contracts, measure performance against the Project schedule and Project budget, manage change orders, advise on site organizational and execution problems, advise on claims management and provide regular reports to the Authority. • Shall review and approve contractors' invoices against accuracy of work done prior to submission to the Authority for final review and processing. • Other tasks that would be assigned by the Team Leader.

S. No.	Key Personnel	Responsibilities
4.	Chief Planning & Scheduling Expert (K1)	• Report to Team Leader. • Review of existing contract documents. • Preparation of work schedule for each contract. • Review of the plans & schedules provided by the contractors along with resource deployment. • Preparation and updating of the work schedule taking progress inputs from the project managers and reporting to Team Leader/ the Authority. • Shall monitor the progress of contractors and vendors work, contracts, measure performance against the Project schedule and Project budget, manage change orders, advise on site organizational and execution problems, advise on claims management relating to work schedule. • Other tasks that would be assigned by the Team Leader.
5.	Chief Project Manager (Civil) (K1)	• Report to Team Leader • Responsible for the complete supervision, administration and management of the construction contracts and coordination with contracting agencies and local authorities etc. • Monitor contractors' activities with goal of minimizing adverse effects on public safety, traffic, residential and commercial activity, and the environment • Make suitable arrangement for monitoring the performance of the contractors and their sub-contractors. • Provide design, construction schedule and cost status • Monitor the contractors' compliance with regard to the insurance, bond obligation as well as the labor and tax laws. • Implementation of elevated works, at grade works and underground works. • Prepare site /working front plans, in consultation with various contractors, to enable smooth working and ensuring completion of works as targeted/ scheduled. • Supervision and monitoring of elevated stations, viaduct with exposure to underground stations and Tunnels. • Coordinate with the Authority regarding interface issues • Submission of Monthly Progress Reports describing the status of works performed during the previous month, significant accomplishments, including critical items • Shall co-ordinate for all engineering decisions required for the successful and timely implementation of the Project in consultation with HAML. • Review and approve the site logistics plan developed by the contractors • Responsible for technical and programme management and assisting Team Leader in day-to-day matters. • Other tasks that would be assigned by the Team Leader.
6.	Chief Systems Integration Expert (K1)	• Report to Team Leader. • Preparation of Interface Management Plan for the Project. • Conducting monthly interface meetings with other civil and system experts for progress update and advance compliance of interface requirements. • Review the contractor submissions of interface and testing commissioning documents.

S. No.	Key Personnel	Responsibilities
		• Analysis and advise to the concerned parties for any design change requirement to meet the interface requirements. • Preparation of tender document formats and guidelines for Master Interface Management Plan (IMP), Master Interface Matrix MIM), Interface Sheets (IS), Interface Management Programme (IMPG), Request for Information (RFI), Interface Specification Form (ISF), Confirmation of Coordination Form (CCF), Interface Coordination Sheets Register (ICSR) and Monthly Interface Report (MIR). • Conducting site visit for conflict resolution. • Conducting the monthly audit of the contractors for interface activities/documentation. • Conflict resolution between two parties for any design, scope related issues. • Preparation of testing commissioning procedures for the Project. • Other tasks that would be assigned by the Team Leader.
7.	Chief Structural Engineer - Elevated & UG Structures (K1)	• Report to Team Leader. • Review the previous and on-going related studies and data collected • Review and approve conceptual drawings for viaduct, at grade, underground, special bridge (If any, cross –over, long spans), stations and other structures that would be submitted by the contractors. • Review and approve all the designs and drawings, modifications, calculations etc., that would be submitted by the contractors. • Review all civil and structural designs submitted by contractors as per the contractual provisions, including, the calculations, drawings, specifications, as required • Coordinate with all experts / staff related to Civil, Structural, Building, Architectural works and Systems. • Other tasks that would be assigned by the Team Leader.
8.	Chief Track Expert (K1)	• Report to Team Leader • Work with other experts concerned with alignment, rolling stock and depot. • Overall coordinator and interface in-charge for track works • Responsible for review and approval of depot design and layout plans (Building plan, Track, Traction and Signaling plan) • Review of operating procedures required for track operation and maintenance • Assist in preparation and evaluation of bid documents for track works. • Other tasks that would be assigned by the Team Leader.
9.	Chief Traction & Power Supply Expert. (K1)	• Report to Team Leader • Review the previous studies, data collected, design review of earthing system, design, power supply arrangement, traction feeding system, simulation report and stray current monitoring system and management system and develop performance provisions for such systems and arrangements.

S. No.	Key Personnel	Responsibilities
		• Preparation of tender documents, detailed technical specifications for traction & power supply works. Assist in evaluation of bid documents received. • Interfacing with other sub-systems such as telecommunications, rolling stock, P. Way, civil and signaling. • Review of detailed designs of traction & power supply works that would be submitted by the contractor. • Verify completed work and prepare request for payment to contractors. • Review of route control tables and finalization of Good for Construction signaling drawings. • Checking of Method statements of construction drawings. • Addressing the issues and incidences occurring in the revenue sections and resolving them by coordinating with the contractors. • Review of Traction manual and O&M manual of Power Supply and Traction • Analyze the networks and performances of surrounding transmission lines and substations. • Shall lead the team for obtaining statutory approvals from Commissioner for Metro Rail Safety, Research Design and Standards Organization and the Railway Board etc. • Responsible for supply, installation, testing, commissioning, trial run, statutory approvals of Traction and Power system • Other tasks that would be assigned by the Team Leader.
10.	Chief Quality Assurance & Quality Control Expert (K1)	• Report to Team Leader • Establish & implement a system of quality assurance/control to ensure that construction works are carried out in accordance with the specification and quality assurance/control procedures. • Advise on the need for independent testing services • Shall be responsible for obtaining good workmanship at all stages of work with reference to working drawings and shall ensure correct dimensions of all elements. • Shall inspect the work site and provide guidance to contractors to rectify defects if any. • Shall ensure that work proceeds smoothly and not hampered for want of decisions/drawings/clarifications • Maintain the registers for mandatory tests to be conducted for all materials • Shall attend periodic site meetings and discuss site conditions and provide regular site reports. • Other tasks that would be assigned by the Team Leader.
11.	Chief Safety Expert (HSE) (K1)	• Report to Team Leader. • Conducting periodic site visits and safety audits. • Reporting and reviewing accidents with categorization, cause, and mitigating measures to ensure zero accidents. • Develop a Project-wide strategic health and safety plan to enable the standardization of health and safety practices. • Shall review and validate contractors HSE programme and the third party authorized agencies engaged by the contractors.

S. No.	Key Personnel	Responsibilities
		• Ensure that all labor laws are strictly abided during the entire period of all contracts and interests of labour working at site are protected. • Implement a program to monitor and evaluate health and safety practices and performance. • Shall work with the Authority to determine an appropriate schedule to report on Project-wide performance on HSC. • Review the relevant health and safety requirements. • Analyze the risks and vulnerabilities for health and safety in construction. • Develop the PQ and tender documents provisions for including health and safety requirements. • Other tasks that would be assigned by the Team Leader.
12.	Chief Signalling & Telecom Expert (K1)	• Reporting to Team Leader • Review the previous studies, data collected and develop performance provisions. • Preparation of tender documents, detailed technical specifications for CBTC signaling, Telecom, Automatic Fare Collection (AFC) and PSD as a part of tender preparation. • Interfacing with other sub-systems such as telecommunications, rolling stock, P. Way, Civil, Traction Power supply to implement CBTC signaling & Telecom works. • Assist in preparation and evaluation of bid documents for signaling works, Telecom, Automatic Fare Collection (AFC) and PSD works. • Review of detailed designs of Signaling, Telecom, Automatic Fare Collection (AFC) and PSD that would be submitted by the contractors. • Verify completed work and prepare request for payment to contractors. • Maintaining records and reports, advising the Authority regarding the best procedure to be adopted for telecom systems as per applicable standards. • Assist in testing and commissioning and review of O&M manual, coordinating with the Authority and contractors on day-to-day work in installation testing and commissioning of Signaling & Telecommunication systems and interfaces. • Review of route control tables and finalization of Good for Construction signaling & telecom drawings. • Checking of Method statements of construction drawings. • Addressing the issues and incidences occurring in the revenue sections and resolving them by coordinating with the Contractor. • Other tasks that would be assigned by the Team Leader.
13.	Chief Rolling Stock Expert (K1)	• Reporting to Team leader. • Review of existing Rolling Stock specifications and updating Authority's requirements. • Prepare PQ requirements for contracts for rolling stock procurement and evaluation of documents submitted by bidders • Responsible for program management, planning and scheduling, and system interface management.

S. No.	Key Personnel	Responsibilities
		• Procurement, installation and commissioning of Depot Equipment, Train Simulator, and Asset Management Systems. • Interfacing with other sub-systems such as Signaling, Telecom, Power supply, Track, Structure etc. • Ensure compliance to HSE requirements, and adherence to relevant standards and codes as per industry best practices. • Responsible for design review, approvals and contract administration. • Other tasks that would be assigned by the Team Leader.
14.	Chief Alignment and Project Coordination Expert (K1)	• Reporting to Team Leader. • Assist in finalization of alignment. • Review the DPR, address RoW issues through best geometrical methods and alternative analysis. • Review traffic report/travel demand estimates and provide traffic inputs for civil and system design. • Review traffic circulation plans at stations, multi-modal-integration, pedestrian facilities and skywalks for seamless movement. • Identify non-fare revenue sources and carryout financial viability assessment through innovative project structuring and financial analysis. • Coordination with other experts of GC to facilitate interfacing among various Project activities. • Other tasks that would be assigned by the Team Leader.
15.	Chief Operations and Maintenance Expert (K1)	• Reporting to Team Leader • Preparation of Operational Manuals, SOPs, Special Instructions, Safety & Disaster Manuals, Maintenance Manuals of various systems, schedule of maintenance and maintenance activities. • Responsible for interfacing and integration of all systems such as CBTC signaling, Telecom, Rolling Stock, Track, PS&OHE, AFC, PSD, E&M, Lift & Escalator, Station Building, Viaduct, etc., • Planning and setting up O&M Strategy • Responsible for obtaining Statutory approvals from authorities such as Research Design & Standards Organization (RDSO), Commissioner Metro Rail Safety (CMRS), Electrical Inspector to Government (EIG), etc. by way of submission of documents. • Shall co-ordinate with vendors/ contractors and arrange for user operation & maintenance manuals and training to Authority's representatives. • Other tasks that would be assigned by the Team Leader.

It should be noted that Key Personnel and their responsibilities may be modified as per Project specific requirements on intimation to the Applicant by the Authority.

2.1.5 Restrictions on bidders from a country which shares a land border with India.

2.1.5.1 The Ministry of Finance (Department of Expenditure), Government of India has issued Order (Public Procurement No. 1) and Order (Public Procurement No. 2) both dated July 23, 2020 under the General Financial Rules, 2017 (collectively referred to as the “**Procurement Orders**”), prescribing additional qualification restrictions for bidders from a country which shares a land border with India. The restrictions and conditions provided under the Procurement Orders, as may be amended, supplemented, clarified or substituted from time to time, shall apply hereto and form part of the Conditions of Eligibility under this RfP.

2.1.5.2 No Applicant from a country which shares a land border with India, shall be eligible to submit a Proposal under this RfP unless registered, as provided in the Procurement Orders, with the competent body constituted or designated for this purpose as per the provisions of the Procurement Orders (“**Competent Authority**”). The restrictions provided in this Clause 2.1.5 shall also apply to the consortium member(s) or Associate(s) of an Applicant i.e. where a consortium member or an Associate (whose credentials are sought to be relied upon by the Applicant under the Proposal) is from a country which shares a land border with India, the relevant Applicant shall not be eligible to submit a Proposal under this RfP unless such consortium member or Associate is registered with the Competent Authority. Reference to the term Applicant as used in this Clause 2.1.5 shall include reference to consortium member(s) and Associate(s) of such Applicant.

For the purpose of this RfP, the determination of an Applicant being from a country which shares a land border with India or not shall be as per the provisions of the Procurement Orders.

Provided that restrictions in this Clause 2.1.5 shall not apply to such Applicant(s), consortium member(s) or Associate(s) which are from countries as are expressly exempted under the Procurement Orders.

2.1.5.3 The restrictions and conditions provided in this Clause 2.1.5 are as per applicable laws currently in force and effect and shall stand modified in the event of any amendment to applicable laws in this regard including any amendment, clarification or substitution of the Procurement Orders or any other orders/ notifications/ directions/ guidelines as may be issued by the Government of India or Government of Telangana from time to time. The Applicants are advised to carefully peruse the Procurement Orders, as may be amended, supplemented, clarified or substituted and ascertain their eligibility to participate in this Selection Process as per terms hereof and applicable laws. Notwithstanding anything contained in this Clause 2.1.5, the

decision as to the eligibility of any Bidder under this Clause 2.1.5 shall be taken by the Authority at its sole discretion, taking into account all relevant circumstances and applicable laws, and such decision shall be final and binding on the Bidders.

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. The Technical Capacity and Financial Capacity mentioned hereunder, should be satisfied either by the Applicant itself or it may satisfy the same along with its Associate(s), only. In case the Applicant is satisfying the said Conditions of Eligibility along with its Associate(s), it shall furnish a certificate in format prescribed in Form 14 of Appendix- I. The Team Leader and Dy. Team Leader as per Clause 2.2.2 (D) of this RfP, to be offered in the Proposal shall be full time permanent employees of the Applicant or its Associates. Where the Applicant is a consortium, the Applicant may also offer the Team Leader and Dy. Team Leader of its other consortium members (but not the Associates of such other consortium members).

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

- (A) **Technical Capacity:** The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum number of Eligible Assignments (as hereinafter defined) as specified in Clause 3.1.4. This is to be submitted as per Form 10 hereof.
- (B) **Financial Capacity:** Minimum average annual turnover of the Applicant shall be INR 200 crore or more for consecutive 5 (five) financial years ending in March 2026 / Dec 2025. Minimum average networth of consecutive 5 (five) financial years shall be more than Rs 50 crore. Each member of a Joint Venture / Consortium must have minimum average annual turnover of Rs 200 crore for consecutive 5(five) financial years ending in March 2026 / Dec 2025.
- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.
- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

(I) Qualification, overall experience and area of expertise of Key Personnel (K1) whose CVs will be evaluated for bidding:

Sl no	Position	Minimum Qualifications in the relevant field	Overall experience in years	Minimum years of relevant / specific experience	Area of Expertise	Estimated man months
1	Team Leader (Civil - K1)	Graduate in Civil Engineering	25	8	Shall have a minimum total experience of 25 years. Out of which minimum 08 years of experience shall be relevant to the present assignment. Out of which shall have at least 5 years of experience in the rank of Team Leader or one position below. Shall have at least 3 years of working experience in a single relevant project in the rank of Team Leader or one position below. Relevant project experience means working experience with / as client / contractor while implementation of a Metro Rail / Railway System project or with / as consultant providing GC / PMC / IE services while implementation of Metro Rail / Railway System projects.	48
2	Dy. Team Leader (Systems - K1)	Graduate in Electronics / Electrical Engineering	20	8	Shall have a minimum total experience of 20 years. Out of which minimum 08 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of Dy Team Leader (System) or one position below. Shall have at least 3 years of working experience in a single relevant project experience in the rank of Dy Team Leader (System) or one position below. Relevant project experience means working experience with / as client /	48

Sl no	Position	Minimum Qualifications in the relevant field	Overall experience in years	Minimum years of relevant / specific experience	Area of Expertise	Estimated man months
					contractor while implementation of a Metro Rail / Railway System project or with / as consultant providing GC / PMC / IE services while implementation of a Metro Rail / Railway System projects.	
3	Chief Contracts Expert (K1)	Graduate in field of Civil engineering	20	7	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with client / contractor while implementation of a Metro Rail / Railway System projects or with/as consultant providing GC / PMC / IE services while implementation of a Metro Rail / Railway System projects.	28
4	Chief Planning & Scheduling Expert (K1)	Graduate in Civil Engineering	20	7	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working	18

Sl no	Position	Minimum Qualifications in the relevant field	Overall experience in years	Minimum years of relevant / specific experience	Area of Expertise	Estimated man months
					experience with client / contractor while implementation of a Metro Rail / Railway System project or with/as consultant providing GC / PMC / IE services while implementation of a Metro Rail / Railway System projects.	
5	Chief Project Manager (Civil - K1)	Graduate in Civil Engineering	20	7	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with / as client / contractor while implementation of a Metro Rail / Railway System project or with/as Consultant providing GC / PMC / IE services while implementation of a Metro Rail / Railway System projects.	42
6	Chief Systems Integration Expert (K1)	Graduate in Electronics / Electrical Engineering	20	7	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of working experience in a single relevant project	21

Sl no	Position	Minimum Qualifications in the relevant field	Overall experience in years	Minimum years of relevant / specific experience	Area of Expertise	Estimated man months
					experience in this rank or one position below. Relevant project experience means working experience with / as client / contractor while implementation of a Metro Rail / Railway System projects or with / as consultant providing GC / PMC / IE services while implementation of a Metro Rail / Railway System projects.	
7	Chief Structural Engineer (Elevated & UG Structures - K1)	Graduate in Civil preferably Post - Graduation in Structures	20	7	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience on GC / PMC / IE for detailed designing/ proof checking/ reviewing of structural drawings for elevated viaduct / underground tunnel / stations for Metro Rail / Railway System projects.	18
8	Chief Track Expert (K1)	Graduate in Civil Engineering	20	7	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of working experience in a	21

Sl no	Position	Minimum Qualifications in the relevant field	Overall experience in years	Minimum years of relevant / specific experience	Area of Expertise	Estimated man months
					single relevant project experience in this rank or one position below. Relevant project experience means working experience with / as client / contractor while implementation of a Metro Rail / Railway System project or with / as consultant providing GC / PMC / IE services while implementation of a Metro Rail / Railway System projects.	
9	Chief Traction & Power Supply Expert. (K1)	Graduate in Electrical Engineering	20	7	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with client / contractor while implementation of a Metro Rail / Railway System projects or with/as consultant providing GC / PMC / IE services while implementation of a Metro Rail / Railway System projects.	30
10	Chief Quality Assurance & Quality Control Expert (K1)	Graduate in Civil Engineering	20	7	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below.	30

Sl no	Position	Minimum Qualifications in the relevant field	Overall experience in years	Minimum years of relevant / specific experience	Area of Expertise	Estimated man months
					Shall have at least 2 years of working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with client / contractor while implementation of a Metro Rail / Railway System projects / flyovers / expressways in urban areas or with/as consultant providing GC / PMC / IE services while implementation of a Metro Rail / Railway System projects/ flyovers / expressways in urban areas.	
11	Chief Safety Expert (HSE) (K1)	Graduate in Civil / Electrical Engineering	20	7	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with client / contractor while implementation of a Metro Rail / Railway System projects / flyovers in urban areas or with/as consultant providing GC/PMC/IE services while implementation of a Metro Rail / Railway System projects/ flyovers / expressways in urban areas.	24
12	Chief Signalling&	Graduate in Electrical /	20	7	Shall have a minimum total experience of 20 years.	24

Sl no	Position	Minimum Qualifications in the relevant field	Overall experience in years	Minimum years of relevant / specific experience	Area of Expertise	Estimated man months
	Telecom Expert (K1)	Electronics & Communication / Electrical & Electronics Engineering			Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with client/contractor while implementation of a Metro Rail / Railway System projects or with/as consultant providing GC / PMC / IE services while implementation of a Metro Rail / Railway System projects.	
13	Chief Rolling Stock Expert (K1)	Graduate in Electrical/ Electronics / Mechanical (with relevant Metro Rail Rolling Stock experience) engineering	20	7	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with / as client / contractor while implementation of a Metro Rail / Railway System project or with/as consultant providing GC / PMC / IE services while implementation of a Metro Rail / Railway System projects.	30

Sl no	Position	Minimum Qualifications in the relevant field	Overall experience in years	Minimum years of relevant / specific experience	Area of Expertise	Estimated man months
14	Chief Alignment and Project Coordination Expert	Graduate in Civil Engineering with Post Graduation in Transportation Planning/ Transportation Engineering	25	10	Shall have total experience of 25 years. Out of which minimum 10 years of experience in preparation of FSRs/DPRs for rail based urban mass transit systems including alignment design, alternative analysis, travel demand modeling, multi modal integration, project structuring, coordination of various project activities. Shall have been Team Leader or one position below in preparation of at least three DPRs/FSRs for Metro Rail based urban mass rapid transit systems.	21
15	Chief Operations and Maintenance Expert (K1)	Graduate in Electrical Engineering	20	7	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with client / contractor while implementation of a Metro Rail / Railway System projects or with/as consultant providing GC / PMC / IE services while implementation of a Metro Rail / Railway System projects.	21
Total Estimated Man Months (K1)						424

NB: (i) Please note that Team Leader and Deputy Team Leader must be from different discipline.

- (ii) The Key Personnel (K1) are permitted to share their CVs with not more than 2 (two) Applicants. However, the Team Leader and Dy. Team Leader are not permitted to share their CVs with more than 1 (one) Applicant.

- (II) Qualification, overall experience and area of expertise of K2 experts whose CVs will not be evaluated for bidding but need to be approved by HAML before mobilization :

Sl no	Position	Minimum Qualifications in the relevant field	Overall experience in years	Minimum years of relevant / specific experience	Area of Expertise	Estimated man months
1	Senior Contract Expert (K2)	Graduate in Civil Engineering	15	5	15+ years in contract management. Out of which minimum 5 years must be in railway or railway related industry.	36
2	Senior Program Expert (K2)	Engineering with expertise in programming	15	5	10+ years in Programme development in PSUs / Govt / Corporation / Railway related industries. Should have worked as a programme expert in atleast one major infrastructure project.	36
3	Senior Financial Expert (K2)	CA/ ICWA /MBA (Finance)	15	5	10+ years in finance in PSUs / Govt/ Corporation or major infra project. Should have handled large infra-project as a senior finance officer.	24
4	Senior Project Manager (K2)	Graduate in Civil Engineering	15	5	15+ years in Metro Rail / railway systems project. Shall have experience in atleast one metro project.	40
5	Senior Geo Technical cum Utility Expert (K2)	B.E. in Civil and Post - Graduation in Soil Mechanics.	15	5	10+ years in Geotechnical field.	12
6a	Senior Structure expert – Elevated (K2)	B.E. in Civil and Post - Graduation in Structure.	15	5	15+ years in design field. Shall have experience of design of railway/ metro viaduct with atleast one in metro project.	21
6b	Senior Structure expert –	B.E. in Civil and Post - Graduation in Structure.	15	5	15+ years in design field. Shall have experience of design of railway/ metro viaduct	9

Sl no	Position	Minimum Qualifications in the relevant field	Overall experience in years	Minimum years of relevant / specific experience	Area of Expertise	Estimated man months
	Underground (K2)				with atleast one in metro project.	
7	Senior Architectural Expert (K2)	Graduate in Architecture (Post Graduate is preferred)	15	5	15+ years in architecture field especially designing of metro stations. Shall have experience of designing at least five metro stations.	24
8	Senior Track Installation Expert (K2)	Graduate in Civil Engg	15	5	15+ years in railway industry. Shall have experience of design and execution of track works in atleast one metro project.	2 x 24 months = 48 months
9	Senior Traction, SCADA, Power Expert. (K2)	Graduate in Electrical engineering	15	5	10+ years in railway industry. Shall have experience of design of AC traction system and in atleast one metro railway project.	30
10	Senior Integration Expert. (K2)	Graduate in Electrical engineering	15	5	10+ years in railway industry. Shall have experience of design of system integration in atleast one metro railway project.	24
11	Senior Quality Assurance & Quality Control Expert (Civil) (K2)	B.E (Civil)	15	5	Minimum experience of 5 years in project of similar nature in government/PSU/ Corporation / major infra project. Shall have experience in the field of Quality Assurance	30
12	Senior Quality Assurance & Quality Control Expert (Systems) (K2)	Graduate in Electrical / Electronics Engineering	15	5	Minimum experience of 5 years. Must have adequate experience in inspection and quality monitoring in railway or railway related industry or in a large company.	30
13	Senior Safety Expert (K2)	Engineering Graduate in Civil / Electrical	15	5	10+ years in projects of similar nature field in government / PSU/ Corporation / large infra projects. Shall have	30

SI no	Position	Minimum Qualifications in the relevant field	Overall experience in years	Minimum years of relevant / specific experience	Area of Expertise	Estimated man months
					experience in the field of health & safety requirements.	
14	Senior Signalling Expert (K2)	Graduate in Electrical or Electronics or Electronics & Communication or Electrical & Electronics Engineering	15	5	10+ years in railway industry. Shall have experience of writing Signaling procurement specifications and managing / reviewing detailed design of CBTC Signaling.	30
15	Senior Telecom Expert (K2)	Graduate in Electronics/ Electronics & Communication engineering	15	5	10+ years in railway industry. Shall have experience of writing Telecom system (including sub systems such as FOTS, PIS, PIDS, CCTV Telephone etc.) procurement specifications and managing/reviewing detailed design of Telecom System.	30
16	Senior Illumination, Lifts, Escalators etc. expert (K2)	Graduate in Electrical engineering	15	5	10+ years in railway industry. Shall have experience of writing lifts/ escalator procurement specifications and managing /reviewing detailed design of lifts/ escalator.	18
17	Senior System Expert (K2)	Graduate in Electrical engineering	15	5	15+ years in railway industry.	18
18	A) Senior Electrical Design Expert (Depot) (K2)	Graduate in Electrical engineering	15	5	15+ years in similar railway industry. Shall have experience in designing and execution of metro depots.	21
	B) Senior Mechanical Design Expert (Depot) (K2)	Graduate in Mechanical Engineering	15	5	15+ years in similar railway industry. Shall have experience in designing and execution of metro depots.	9

Sl no	Position	Minimum Qualifications in the relevant field	Overall experience in years	Minimum years of relevant / specific experience	Area of Expertise	Estimated man months
19	Senior Rolling Stock Expert (K2)	Graduate in Electrical engineering	15	5	10+ years in railway industry. Shall have experience of writing Rolling Stock procurement specifications and managing / reviewing detailed design of Rolling Stock in atleast one metro railway project.	30
20	Senior Testing and Commissioning Expert (K2)	Graduate in Electrical engineering	15	5	15+ years in railway industry. Shall have experience of planning, testing, operation and maintenance.	24
21	Senior Maintenance Expert for Rolling Stock, Traction and MEP & Depot (K2)	Graduate in Electrical Engineering	15	5	15+ years in railway industry. Shall have experience in maintenance of Rolling Stock, Signaling or depot..	18
22	Senior Maintenance Expert for Signalling, Telecom, AFC (K2)	Graduate in Electronics & Communication Engineering	15	5	15+ years in railway industry. Shall have experience in maintenance of Traction, Telecom or E&M.	18
23	Senior Maintenance Expert for Civil Structures including Viaduct, Underground Section, Stations, Track etc. (K2)	Graduate in Civil Engineering	15	5	15+ years in railway industry. Shall have experience of in maintenance in civil structures, viaduct, stations etc.	18

SI no	Position	Minimum Qualifications in the relevant field	Overall experience in years	Minimum years of relevant / specific experience	Area of Expertise	Estimated man months
24	Senior Training Expert (K2)	Graduate in Electrical Engineering	15	5	10+ years in railway industry. Shall have experience of planning of operation and maintenance of projects.	12
25	Senior BIM Expert (K2)	Engineering or Architect Graduate	15	5	5+ years experience in the relevant field (BIM) and should have carried out similar software programming for a major infrastructure project.	18
26	BIM Manager (K2)	Engineering / Architecture Graduate	15	5	5+ years experience in the relevant field (BIM) and should have carried out similar software programming for a railway or major infrastructure project.	36
27	Asset Information and BMS Manager (K2)	Engineering Graduate	15	5	5+ year experience in the relevant field (asset information and BMS) and should have carried out similar software programming for a major infrastructure project.	36
28	Quantity Surveyor / Billing Expert (K2)	Diploma / Graduate in Engineering	20	5	Experience in Metro Rail / Railway / Major Infrastructure Project.	45
Total K2 Man Months						775

(III) Break up of Man Months for K3, K4, K5 & K6 positions :

The total Man Months proposed to be deployed for K3, K4, K5 & K6 positions are 2,400 Man Months. The breakup details are :

K3 (Senior Project Engineer) : 384 Man Months;

K4 (Project Engineer) : 576 Man Months;

K5 (Engineer) : 864 Man Months; and

K6 (Administrative staff) : 576 Man Months.

This entire team of GC is termed as “Site Engineering Team” and consists of Project, Safety and Quality Engineers. This team also consists of supervision team of Project & Systems group. It is for GC to deploy mix of Project site team which will also include Engineers from the field of survey, quantity surveyor, engineers to supervise pile, pile cap, pier, launching of girders, viaduct, track, traction, signalling, telecom, rolling stock, operation & maintenance, casting yard, environmental, AFC, lifts, escalators, depots, etc.,. A broad bifurcation among Project & Systems group for K3, K4, K5 & K6 positions is detailed below:

Staff Category	Total Man Months	No x Man Months	No required for project work	No required for system work	Education Qualification	Experience required.
K3#	384	8 x 48 Man Months	5	3	Engineering Graduate	12+ years in rail related / major infrastructure projects with minimum 4 years experience in relevant field in metro.
K4#	576	12 x 48 Man Months	8	4	Engineering Graduate	10+ years in rail related / major infrastructure projects with minimum 3 years experience in relevant field in metro.
K5#	864	18 x 48 Man Months	11	7	Engineering Graduate	5+ years in rail related / major infrastructure projects.
K6#	576	12 x 48 Man Months	12		Any Graduate or As per requirement	Related experience in Office Administration / CAD operation / supporting staff services etc.,
Total Man Months	2,400					

NB: # HAML reserves the right to (i) operate these positions in a staggered manner as per the requirements of the Project; and (ii) split the total number of Man Months estimated above (i.e. 2,400 Man Months) in any proportion across the three categories of Personnel K3, K4, K5 and K6 depending on the exigencies of work, the abovementioned bifurcation being only an estimate at this stage.

2.2.3 The Financial Capacity of the Applicant shall be certified by its Statutory Auditor in the form prescribed in Form 5 of Appendix- I hereof. In the event that the Applicant does not have a statutory auditor, the Financial Capacity shall be certified by the Chartered Accountant that ordinarily audits the annual accounts

of the Applicant. The Applicant shall also enclose with its Proposal, certificate(s) from the client(s) certifying that the Applicant or its Associate, as the case may be, had undertaken the Eligible Assignments, the date of commencement and completion of the Eligible Assignment and the fee received in respect thereof. All the Key Personnel (K1) shall also enclose with its Proposal, proof of qualification from a recognized University, certificate(s) from the client(s) certifying that the Key Personnel (K1) had undertaken the Eligible Assignments, the date of commencement and completion of the Eligible Assignment and the fee received in respect thereof by the client whom the Key Personnel (K1) has worked with.

- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I.
- 2.2.5 Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal, either by itself or as a member of a consortium.
- 2.2.6 The Applicant, any other consortium member or Associates of any of them 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, any other consortium member or any of their Associate, as the case may be, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant, consortium member or its Associate.
- 2.2.7 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. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 No Applicant, its other consortium members or any of their Associates shall have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). If any Applicant its other consortium members or any of their Associates is found to have a Conflict of Interest, such Applicant shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such

Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that during the course of this assignment the General Consultant would provide professional, objective, and impartial advice, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work. During the course of this assignment, the General Consultant shall not accept or engage in any assignment that would be in conflict with its obligations to the Authority, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the guidance note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest that affects the Selection Process, if:

- (i) the Applicant, its consortium member (the "**Member**") or Associate (or any constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 1% (one percent) of the paid up and subscribed share capital of such Applicant, Member or Associate; provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 2(72) of the Companies Act 2013. For the purposes of this Clause 2.3.3(i), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such

shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (iv) such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
- (v) such Applicant or the other consortium members or their Associates has a relationship with another Applicant (or such other Applicant's consortium members or their 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; or
- (vi) if there is a conflict among this and other consulting assignments subsisting as on PDD, of the Applicant or the other consortium members or their Associates (including Applicants Personnel and sub-Consultant). The duties of the General Consultant depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the General Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (vii) the Applicant, its Member or Associate (or any constituent thereof) and the Authority's contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the Authority's contractor(s) or sub-contractor(s) is less than 1% (one percent) of the paid up and subscribed share capital of such contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 2(72) of the Companies Act 2013. For the purposes of this sub-

clause (viii), indirect shareholding shall be computed in accordance with the provisions of sub-clause (i) above.

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

2.4 Number of Proposals

An Applicant is eligible to submit only one Proposal for the Consultancy. An Applicant applying individually or as a member of a consortium shall not be entitled to submit another Proposal either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including visits to the Authority office, Project site etc.,. The Authority will 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

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, applicable laws and regulations or any other matter considered relevant by them. Visits shall be organised for the benefit of prospective Applicants on dates, time and venue 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 the Authority;

- (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 the Authority 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 and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RfP, the Authority 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 above, the Authority 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 the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, 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
- 7 Annexure A – Bid Security

Schedules

- 1 **Terms of Reference**
- 2 **Form of Agreement**

Annex-1: Terms of Reference

Annex-2: Deployment of Personnel

Annex-3: Estimate of Personnel Costs

Annex-4: Approved Sub-Consultant(s)

Annex-5: Cost of Services

Annex-6: Payment Schedule

Annex-7: Bank Guarantee for Performance Security

Annex-8: Responsibilities of Key Personnel

- 3 **Guidance Note on Conflict of Interest**

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: Experience of Applicant
- Form 9: Experience of Key Personnel
- Form 10: Eligible Assignments of Applicant
- Form 11: Eligible Assignments of Key Personnel
- Form 12: CV of Professional Personnel
- Form 13: Deployment of Personnel
- Form 14: Certificate from Statutory Auditor/Company Secretary regarding Associate
- Form 15: Proposal for Sub-Consultant(s)
- Form 16: Undertaking - 1
- Form 17: Undertaking - 2
- Form 18: Joint Bidding Agreement

Appendix – II: Financial Proposal

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

2.10 Clarifications

- 2.10.1 Applicants requiring any clarification on the RfP may send their queries to the Authority in writing (along with the soft copy through e-mail) before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes and the e-mail subject lines shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RfP for Appointment of General Consultant for HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana".

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have been sent the RfP document without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the Proposal Due Date, the Authority 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/ Amendment and posting it on the Official Website/e-procurement portal and by conveying the same to the prospective Applicants by fax or e-mail.

2.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants. The amendments will also be posted on the Official Website/e-procurement portal and will be binding on all Applicants. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority 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. The Authority 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 documents comprising the Proposal (i) in Physical Format both soft and hard (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 in physical format marked "COPY"; and (ii) Electronic Format by online submission on e-procurement platform of the Authority / Authority's Representative. The Proposal shall be uploaded online at e-procurement portal of the Authority i.e., **www.tender.telangana.gov.in under the sub head (department) Hyderabad Metro Rail Limited** on or before the Proposal Due Date and time of submission. In the event of any discrepancy between the originals and the copies, the original shall prevail. Any discrepancy between the physical documents and online submission, the online submission shall prevail. Applicants shall however only be required to submit one original and no copies of the Financial Proposal.

2.13.3 The Proposal shall be typed or written in indelible ink and signed by the individual authorised by the Applicant under the power of attorney in the form specified at Form 4 of Appendix I ("**Authorised Representative**") who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the Authorised Representative signing the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by the Authority, and that 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. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications and additional information / documents under and in accordance with the provisions of Clause 2.23 hereof.

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 prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per applicable laws;
- (d) CVs of all Professional Personnel have been submitted;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) 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 in blue ink by the respective Key Personnel and countersigned by the Authorised Representative of the Applicant. Photocopy or unsigned/countersigned CVs shall be rejected. However print outs of scanned copies of the signed CVs of the respective Key Personnel duly countersigned by the Authorized Representative of the Applicant will also be considered;
- (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the entire duration of the Assignment Period;
- (i) Professional Personnel proposed have good working knowledge of English language;
- (j) Key Personnel would be available for the period indicated in the TOR;
- (k) no Key Personnel should have attained the age of 70 (seventy) years at the time of submitting the proposal; and
- (l) 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 shall make the Proposal liable to be rejected and the Authority shall be entitled to forfeit the Bid Security.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years from the date of notice to that effect from the Authority. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

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

2.14.6 The proposed Consultancy Team shall be composed of experts (K1) and specialists (K2) (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (K3, K4, K5 & K6) (the “Support Personnel”) such that the General Consultant should be able to complete the Consultancy within the specified time schedule. The GC shall be required to provide a minimum of 2,400 Man Months of Support Personnel. The Key Personnel specified in Clause 2.1.4 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 Professional Personnel should also be submitted in the format at Form-12 of Appendix-I. The Team Leader and Dy. Team Leader as per Clause 2.2.2 (D) of this RfP, to be offered in the Proposal shall be full time permanent employees of the Applicant or its Associates. In case any Key Personnel proposed by the Applicant in its Proposal is an employee of the Associate of the Applicant or of the consortium member, then such Associate or the consortium member, as the case may be, shall furnish an Undertaking - 1 in relation to such employee in the format specified in Form 16 of Appendix I hereof. In case any Key Personnel proposed by the Applicant in its Proposal is not an employee of the Applicant or its Associate or the consortium member, as the case may be, then the Applicant shall furnish an Undertaking - 2 in relation to such Key Personnel in the format specified in Form 17 of Appendix I hereof. In case the Authority provides any alternative technical solutions as per Clause 1.6.4 of MSS as ‘proven in service’ which is acceptable to GC, then such system where the technology is in use shall be got verified by the representatives of the Authority. The GC shall be required to arrange for technical visits for the representatives of the Authority to different Metro Rail systems across the globe for interaction and exposure to latest technology. These visits shall be spread over the total Assignment Period and shall include all the aspects of Metro Rail system from foundation to completion and operation. For the purpose of Financial Proposal, Applicant shall include an estimated 12 (twelve) technical visits of two representatives of the Authority each time for interaction and exposure distributed between Europe and Asia during the entire Assignment Period (minimum 175 man days). The cost of travel, boarding and lodging in this connection will have to be borne by GC.

- 2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such firms should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel or any other Professional Personnel.
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RfP. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.
- 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 General Consultant either by issue of the LOA or entering into of the Agreement, and if the 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 the Authority without the Authority being liable in any manner whatsoever to the Applicant or General Consultant, as the case may be.

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

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 [G] of Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. 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 shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), their accommodation, air fare, equipment, printing of documents and all other expenses related to the performance of the Consultancy. 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 and the Authority shall be entitled to appropriate the Bid Security. The GC shall ensure that provision for technical visits of the staff of the Authority as per Clause 2.14.6 is made in the Proposal.
- (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 original and one copy of the Technical Proposal in physical / hard copy form along with online submission on e-procurement platform. The Applicants shall submit original of the Financial Proposal in physical / hard bound form (along with online submission on e-procurement platform) with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority as indicated in Clause 1.10.1 and 1.10.3 and the name and address of the Applicant, RfP Notice No. 2447/CPM/GM(P)/ADE(C)/HAML/Phase-II - Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns)/2026 for 63 km (Package-I) dated 11.08.2026. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of Evaluation Committee”

If the envelope is not sealed and marked as instructed above, the Authority 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 will contain two separate sealed envelopes, one clearly marked ‘**Technical Proposal**’ and the other clearly marked ‘**Financial Proposal**’. The envelope marked “Technical Proposal” shall contain one original and one copy of the following:

- (i) Proposal in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 18 of Appendix-I and supporting documents;
- (ii) Certified true copy of Memorandum and Articles of Association, if the Applicant is a corporate body, and if a partnership then a copy of its partnership deed;
- (iii) copies of the duly audited balance sheet for the preceding three financial years of the (a) Applicant; and (b) Associate(s), in case the Applicant has used the Financial Capacity of its Associate; and
- (iv) Bid Security as specified in Clause 2.20.1 in the form set out in Annexure A.

The envelope marked “Financial Proposal” shall contain the Financial Proposal in the prescribed format (Forms 1 to 3 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the Authorised Representative signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

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, copy of contracts etc. will be entertained.

2.16.7 The rates quoted by the GC in its Financial Proposal shall be firm for the first one year of the Assignment Period. Subsequent to the first year of the Assignment Period and for the remainder of the initial 3 year term of the Assignment Period, the rate paid by the Authority to the GC shall be escalated every year at 5% on a non-compounded basis on the rate for the first year of the Assignment Period. In case the Services are required to be provided beyond the contemplated 3 year Assignment Period, the rate to be paid to the GC by the Authority shall similarly be escalated at the rate of 5% per annum on non-compounded basis on the rate for the first year of the Assignment Period. The Authority shall in no event be required to pay the GC any sum in excess of the aforesaid amounts.

2.17 Proposal Due Date

2.17.1 Proposal should be submitted before 1500 hrs IST 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 The Authority 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 the Authority 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 the Authority 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 the Authority, shall be disregarded.

2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of its Proposal, a Bid Security of Rs.50,00,000 (Rupees Fifty Lakh only) in the form of a Demand Draft /bank guarantee issued by one of the Nationalised/ Scheduled Banks in India (in the form prescribed in Annexure A) or in the form of '**Insurance Surety Bond**' as per IRDAI norms in favour of the Managing Director, Hyderabad Airport Metro Limited, Metro Rail Bhavan, Begumpet, Hyderabad-500003, Telangana payable at Hyderabad ("**Bid Security**"), returnable not later than 150 days from PDD 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 170 days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant submitting the required Performance Security and signing the Agreement. . If required by the Authority, the second ranked Applicant shall ensure that the validity of the Bid Security furnished by it is extended to be valid until 170 days from the PDD. In each case validity of the Bid Security shall be extended no later than 10 days prior to the expiry of the original Bid Security.
- 2.20.2 Any Bid Proposal not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.3 The Authority 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 Proposal to this RfP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, time, cost and effort of the Authority 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 Clause 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 negotiation 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 Clause 2.28 and 2.29 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.
- (g) Where the Authority is entitled to reject any Proposal.
- (h) In case the Selected Applicant appointed as a GC fails to complete the deliverables assigned to it for the first 6(six) months of the Consultancy in accordance with the provisions of the Agreement.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The Authority shall open the Proposals at 1530 hours IST on the Proposal Due Date, at the place specified in Clause 1.10.1 and in the presence of the Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” 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, the Authority will determine whether each Proposal is responsive to the requirements of the RfP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) it is received in the form specified at Appendix-I (Technical Proposal);
- (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.
- (d) it is signed, sealed, hard bound and marked as stipulated in Clause 2.13 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (f) it is accompanied by non-refundable processing fee of Rs 2,00,000 (Rupees two lakh only) in the form DD / BC in favour of HAML as per Clause 1.4;

- (g) it contains all the information (complete in all respects) as requested in the RfP;
- (h) it does not contain any condition or qualification; and
- (i) it is not non-responsive in terms hereof.

2.21.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.21.5 The Authority would 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, the Authority would prepare a list of 3 qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of three qualified 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. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Clause 3.3 and 3.4.

2.21.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. 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 the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.21.9 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Eligible Assignment of the Applicant/ Key Personnel.

2.21.10 In the event that an Applicant/ Key Personnel claims credit for an Eligible Assignment, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Technical Score, and may also, while computing the

combined Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Proposal and invoke and appropriate the Bid Security.

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 the Authority in relation to, or matters arising out of, or concerning the Selection Process. The Authority 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. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority 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 Sub-Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority 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 the Authority.

E. APPOINTMENT OF GENERAL CONSULTANT

2.24 Negotiations

2.24.1 The first ranked Applicant (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 General Consultant under this RfP. 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 percent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.24.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25 Substitution of Key Personnel

2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel (K1) during negotiations as the ranking of the Applicant is based on the evaluation of Key Personnel (K1) and any change therein may upset the ranking. Substitution, will, however be permitted if the Key Personnel (K1) 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 the Authority.

2.25.2 (i) The Authority expects all the Key Personnel (K1) to be available during first year of implementation of the Agreement. The Authority will not consider substitution of Key Personnel (K1) except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel (K1) subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 10% (ten per cent) of the remuneration specified for the original Key Personnel (K1) for the first three months from the date of such substitution of Key Personnel shall be deducted from the payments due to the General Consultant. In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent) of the remuneration specified for the original Key Personnel (K1) for the first three months from the date of such substitution. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

(ii) Substitution of Key Personnel (K1) when he is working with the Lead Member, its Associate or any other Consortium Member, as the case may be, will not be accepted under any circumstances.

(iii) Substitution of Key Personnel (K1) can be permitted after first year of Agreement, if the Key Personnel is not available for reasons of any incapacity or due to health or due to resigning from the employment of Lead Member, its Associate or any other Consortium Member, as the case may be, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Such substitution shall however be limited to two in each year. There will not be any deduction for the substitutions from second year onwards where such substitution is limited to two in each year. In the event the Authority permits substitution of more than two Key Personnel in a year, a sum equal to 20% of the remuneration specified for the original Key Personnel for the first three months from the date of substitution of such Key Personnel shall be deducted from the payments due to the General Consultant, for every substitution exceeding the limit of two Key Personnel.

2.25.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.26 Indemnity

The General Consultant shall, subject to the provisions of the Agreement, indemnify the Authority 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 the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) 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, the Authority 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 the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next eligible Applicant may be considered.

2.28 Execution of Agreement

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

2.29 Commencement of Assignment

The General Consultant shall commence the Services at the Project site within fifteen days of the date of effectiveness of the Agreement or such later date as

may be notified by the Authority to the General Consultant. If the General Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.30 Performance Guarantee

The General Consultant shall be required to furnish a performance security of a value equivalent to 3% (three percent) of the Agreement Value. The Authority shall retain by way of performance security, 3% (three percent) of all the amounts due and payable to the General Consultant. The General Consultant may, in lieu of retention of the amounts as referred above, furnish a Bank Guarantee/Insurance Surety Bond, substantially in the form specified at Annex-7 of this Agreement.

2.31 Proprietary data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the General Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the General Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Any Applicant whose Technical Proposal scores less than 70 marks out of 100 shall be liable to be rejected, and the other Technical Proposals shall be ranked from highest to the lowest on the basis of their technical score (S_T). The Applicant shall make a power point presentation to the Authority at Hyderabad, on a date specified in Clause 1.8, which would be on or after the PDD but before evaluation of the Proposals.
- 3.1.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be liable to be rejected if the Team Leader scores less than 70% marks or if any two Key Personnel (other than the Team Leader) score less than 70% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, such Key Personnel would have to be replaced by the Applicant during negotiations, with a better candidate who, in the opinion of the Authority, would score atleast 70% marks or above.
- 3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Max. Marks	Criteria
1.	Relevant Experience of the Applicant	10	30% of the maximum marks shall be awarded for the number of Eligible Assignments (maximum 6 (six) Eligible Assignments) undertaken by the Applicant firm. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other similar work in the Metro Rail sector.
2.	Proposed Methodology and Work Plan in terms of the ToR	20	Evaluation will be based on approach and methodology; work plan including schedule; organization and staffing; claims management methodology.
3.	Relevant Experience of the Key Personnel	70	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments (maximum 6 (six) Eligible Assignments as per the scoring criteria mentioned in the clause) (as specified below) the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments undertaken by

Item Code	Parameter	Max. Marks	Criteria
			the Key Personnel; and (ii) other similar work in Metro Rail sectors. The criteria for scoring are given below:
3(a)	Team Leader (Civil - K1)	11	Shall have a minimum total experience of 25 years. Out of which minimum 08 years of experience shall be relevant to the present assignment. Out of which shall have at least 5 years of experience in the rank of Team Leader or one position below. Shall have at least 3 years of continuous working experience in a single relevant project in the rank of Team Leader or one position below. Relevant project experience means working experience with/as client/ contractor while implementation of a Metro Rail / Railway System project or with/as consultant providing GC/PMC/IE services while implementation of Metro Rail / Railway System projects.
3(b)	Dy. Team Leader (Systems - K1)	8	Shall have a minimum total experience of 20 years. Out of which minimum 08 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of Dy Team Leader (System) or one position below. Shall have at least 3 years of continuous working experience in a single relevant project in the rank of Dy Team Leader (System) or one position below. Relevant project experience means working experience with/as client/ contractor while implementation of a Metro Rail / Railway System project or with/as consultant providing GC/PMC/IE services while implementation of a Metro Rail / Railway System projects.
3(c)	Chief Contracts Expert (K1)	4	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of continuous working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with client / contractor while implementation of a Metro Rail / Railway System projects or with/as consultant providing GC/PMC/IE services while

Item Code	Parameter	Max. Marks	Criteria
			implementation of a Metro Rail / Railway System projects.
3(d)	Chief Planning & Scheduling Expert (K1)	4	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of continuous working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with client / contractor while implementation of a Metro Rail / Railway System project or with/as consultant providing GC/PMC/IE services while implementation of a Metro Rail / Railway System projects.
3(e)	Chief Project Manager (Civil – K1)	5	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of continuous working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with/as client/ contractor while implementation of a Metro Rail / Railway System project or with/as consultant providing GC/PMC/IE services while implementation of a Metro Rail / Railway System projects.
3(f)	Chief Systems Integration Expert (K1)	4	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of continuous working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with/as client / contractor while implementation of a Metro Rail / Railway System projects or with/as consultant providing GC/PMC/IE services while

Item Code	Parameter	Max. Marks	Criteria
			implementation of a Metro Rail / Railway System projects.
3(g)	Chief Structural Engineer – Elevated & UG Structures (K1)	4	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of continuous working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience on GC/PMC/ IE for detailed designing/ proof checking/ reviewing of structural drawings for elevated viaduct/ underground tunnel/ stations for Metro Rail / Railway System projects.
3(h)	Chief Track Expert (K1)	4	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of continuous working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with/as client/ contractor while implementation of a Metro Rail / Railway System project or with/as consultant providing GC/PMC/IE services while implementation of a Metro Rail / Railway System projects.
3(i)	Chief Traction & Power Supply Expert (K1)	5	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of continuous working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with client/contractor while implementation of a Metro Rail / Railway System projects or with/as consultant providing GC/PMC/IE services while implementation of a Metro Rail / Railway System projects.

Item Code	Parameter	Max. Marks	Criteria
3(j)	Chief Quality Assurance & Quality Control Expert (K1)	3	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of continuous working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with contractor/client while implementation of a Metro Rail / Railway System projects / flyovers / expressways in urban areas or with/as consultant providing GC/PMC/IE services while implementation of a Metro Rail / Railway System projects/ flyovers / expressways in urban areas.
3(k)	Chief Safety Expert (HSE) (K1)	4	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of continuous working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with client / contractor while implementation of a Metro Rail / Railway System projects / flyovers in urban areas or with/as consultant providing GC/PMC/IE services while implementation of a Metro Rail / Railway System projects/ flyovers / expressways in urban areas.
3(l)	Chief Signaling & Telecom Expert (K1)	4	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of continuous working experience in a single relevant project. Relevant project experience means working experience with client / contractor while implementation of a Metro Rail / Railway System projects or with/as consultant providing GC/PMC/IE services while implementation of a Metro Rail / Railway System projects.

Item Code	Parameter	Max. Marks	Criteria
3(m)	Chief Rolling Stock Expert (K1)	4	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of continuous working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with/as client contractor while implementation of a Metro Rail / Railway System project or with/as consultant providing GC/PMC/IE services while implementation of a Metro Rail / Railway System projects.
3(n)	Chief Alignment and Project Coordination Expert (K1)	3	Shall have total experience of 25 years. Out of which minimum 10 years of experience in preparation of FSRs/DPRs for rail based urban mass transit systems including alignment design, alternative analysis, travel demand modeling, multi modal integration, project structuring, coordination of various project activities. Shall have been Team Leader or one position below in preparation of at least three DPRs/FSRs for Metro Rail based urban mass rapid transit systems.
3(o)	Chief Operations & Maintenance Expert (K1)	3	Shall have a minimum total experience of 20 years. Out of which minimum 07 years of experience shall be relevant to the present assignment. Out of which shall have at least 03 years of experience in the rank of proposed position or one position below. Shall have at least 2 years of continuous working experience in a single relevant project experience in this rank or one position below. Relevant project experience means working experience with client / contractor while implementation of a Metro Rail / Railway System projects or with/as consultant providing GC/PMC/IE services while implementation of a Metro Rail / Railway System projects.
Grand Total		100	

While awarding marks for the number of Eligible Assignments, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only assignments exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Assignments for meeting the eligibility criteria is 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.

3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RfP, the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

a) **Technical Capacity:** The Applicant shall have, over the past 10 (ten) years preceding the PDD ending March 2026 / Dec 2025, completed eligible assignments as below :

- At least one “similar work” of value **INR 150 crore** or more
or
- At least two “similar works” each of value **INR 80 crore** or more
or
- At least three “similar works” each of value **INR 60 crore** or more.

In the above mentioned projects, at least one Similar Work of value INR 60 Crore or more should have been successfully completed by the Applicant in India.

The above mentioned number of assignments in any respective category are required to be fulfilled by an Applicant to be eligible for evaluation of its Proposal. Any additional assignments meeting the above criteria would count as an Eligible Assignment for the purpose of calculating Technical Score of the Applicant.

- b) "Similar Works" means, "General Consultancy (GC) / Independent Engineer (IE) / Project Management Consultancy (PMC) covering the scope of services similar to those required to be rendered under this RfP and works pertaining to Civil & System works of Metro Rail based urban mass rapid transit system / Railway System (i.e., "**rail based urban mass rapid transit system**") involving the work of project management and supervision including contract management, design checking, construction management, inspection, safety and quality, testing and commissioning during last 10 (ten) years ending in March 2026 / Dec 2025."
- c) Substantially completed projects of at least 80% of the project value will also be considered as Eligible Assignments subject to submission of certification by the employer / client.

3.2 Short-listing of Applicants

Of the Applicants who have scored atleast 70 marks and ranked as per Clause 3.1.1 hereof, the three highest ranked Applicants shall be short-listed for evaluation of their Financial Proposal in the second stage. However, if the number of such Applicants for evaluation in the second stage is less than two due to the other Applicants scoring less than 70 marks, the Authority may, in its sole discretion, shortlist the Applicant(s) whose technical score is the next highest even if it is less than 70 marks even if such Applicant(s) does not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of short-listed Applicants shall not exceed two.

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, will be considered.
- 3.3.3 The Authority 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 firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the General 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)

3.4 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_w and F_w 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 Clause 2.24, 2.28 and 2.29, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants, the other Consortium Members, their Associates and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant, the other Consortium Member or their Associate(s) has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the **“Prohibited Practices”**) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant, the other Consortium Member(s), their Associate(s), or the General Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant, the other Consortium Member(s), their Associate(s) and / or General Consultant, as the case may be, shall not be eligible to participate in any tender or RfP issued by the Authority during a period of 2 (two) years from the date such Applicant, Consortium Member, Associate or General Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, 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 the Authority who is or has been associated in any manner, directly or indirectly with the

Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (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 the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (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

A Pre-bid meeting will be convened on 19.08.2026 @ 03:00 PM in the Conference Hall, 4th floor, Metro Rail Bhavan, Begumpet, Hyderabad - 500003.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Hyderabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the 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 the Authority 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 and the Consortium Member(s) agree and release the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 The Project shall be taken up on DB basis under the EPC route and the Authority will make all the possible efforts to complete the construction of the Project within the period stipulated under the Agreement.

In case the Authority suspends the entire work on the Project for a continuous period of more than 3 months, the Authority, may by notice in writing require the GC to wind-up all operations temporarily in respect of the Consultancy. The GC shall be given a maximum of 3 months for temporarily winding up all the activities and placing the Consultancy obligations under suspension.

During the period of suspension of the Consultancy, no payments shall be made by the Authority to the GC, except in respect of Consultancy services

rendered prior to the commencement of the suspension. Prior to the expiry of the six month period (commencing from the date of suspension of the entire works on the Project) the GC shall complete all pending reports and deliverables and submit the same to the Authority.

During the aforesaid six month period commencing from the date of suspension of the entire works on the Project, the GC shall not deploy any of the Professional Personnel for the Consultancy except those required for completing the formalities of reporting and records, and payment during such 6 month period shall be made only for such essential Professional Personnel.

In the event that such suspension of the Consultancy continues for a period of more than 180 continuous days, the GC shall be paid reasonable direct demonstrable demobilization and mobilization charges, as approved by the Authority.

Where the suspension continues for a continuous period of more than 180 days, immediately upon the resumption of work on the Project, the suspension under the Agreement shall stand removed and the GC shall resume provision of Consultancy Services within a period of 30 days. In all other cases, the resumption of Services shall occur forthwith on resumption of work on the Project. Immediately upon the resumption of work on the Project, the suspension under the Agreement shall stand removed and the GC shall forthwith commence provision of Consultancy Services.

- 6.5 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.6 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their or their Associates' previous experience record.

Annexure A

BID SECURITY

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

B.G. No.

Dated:

1. In consideration of you, the Managing Director, Hyderabad Airport Metro Limited, Government of Telangana, having its office at Metro Rail Bhavan, Begumpet, Hyderabad-500003, (hereinafter referred to as the “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of [] (a company registered under the laws of) and having its registered office at [] [insert details of the JV/ consortium in case the General Consultant is a JV/ consortium] (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 General Consultant for the HMR Phase-II project for - Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I) pursuant to the RfP Document No 2447/CPM/GM(P)/ADE(C)/HAML/Phase-II - Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns)/2026 for 63 km (Package-I) dated 11.08.2026, 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 without reservation 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 the Authority an amount of Rs. 50,00,000 (Rupees fifty 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.

2. Any such written demand made by the Authority 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.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the Authority is disputed by the Applicant or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the 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.
4. This Guarantee shall be irrevocable and remain in full force for a period of 150 (one hundred and fifty) 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 the Authority and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the 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 the Authority that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee 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 the Authority 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 the Authority or any indulgence by the Authority to the said Applicant or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority 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 the Authority 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.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 50,00,000 (Rupees fifty lakh only).

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

SCHEDULES

SCHEDULE – 1

Appointment of General Consultant (GC)

for

HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana

Terms of Reference (TOR) for General Consultant

Terms of Reference (TOR)

TERMS OF REFERENCE FOR GENERAL CONSULTANT (GC)

1. Objective

- 1.1** The aim of this contract is to obtain general consultancy services for procurement, design, construction, testing and commissioning of the complete HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km Package-I, Hyderabad, Telangana including all civil engineering structures, tracks, signals, AFC, BIM, multimodal integration, traction 25 KV, OHE transmission, telecom facilities, arrangements, air conditioning & ventilation, 25 KV AC rolling stock, maintenance depots, stations, operation control centre, offices, station integration areas, bridges, flyovers, elevated and surface sections over the Project routes and integration with other modes of transport, etc.

The services shall include tender packaging, preparation and finalization of tender documents for civil and systems contracts including preparing the conceptual plans for complete civil engineering and system works, proof checking of designs for civil and systems work and assisting HAML in evaluation of tenders. GC is also expected to carry out complete checking, verification and approval to all design submissions made pursuant to civil and systems contracts including that of rolling stock, certification of vendor sources and inspection of vendor items wherever needed, supervision of all construction activities including installation of systems and commissioning of rolling stock, integration of systems, ensuring compliance with specifications, standards, safety and quality at worksites, monitoring and reporting the progress of all works, supervision of system trials and system integration and ensuring commissioning of the entire line in stages as per the target dates laid, at the same time exercising utmost cost control measures. Scope will also include Automatic Fare Collection System (AFC).

Brief of the HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana is provided in Executive Summary of the DPR. Estimated time of completion is 48 months for the entire Project.

- 1.2** The scope of work includes but is not limited to works and procurement contract(s) including preparation of tender documents (consisting of pre-qualification criteria, evaluation criteria, specifications, BOQ, Special Conditions, etc) and rendering any other assistance to HAML during tendering process and finalization of the tenders. It also includes the services of Project Management Consultants during execution of the Project.
- 1.3** As regards the operation and maintenance of HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana,

the Authority will decide on an appropriate arrangement in due course. The scope of work under this current terms of reference thus excludes O&M services in relation to post construction operation and maintenance of the HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana.

- 1.4 Arranging training of O&M staff of HAML during the construction stage, inclusive of the testing and commissioning stage to be the responsibility of the GC.
- 1.5 In development of the Project designs, the desired objectives of the HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana are:
 - 1.5.1 Economy, durability, safety, environment - friendliness, solar panel utilization, integration of 5D-BIM, passenger comfort, quality of service as well as safety and health aspects of workers in construction, maintenance and operation.
 - 1.5.2 Speed and optimal cost of construction.
 - 1.5.3 Maintainability, reliability and renewability of the system in the context of the Indian socio-economic and technological environment. The focus will also be on ensuring construction with life cycle low maintenance cost.
 - 1.5.4 Phased construction and commissioning of the Project so as to provide early relief to the city commuters.
 - 1.5.5 Integration with other modes of transport to improve accessibility and ridership of the HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana.
 - 1.5.6 Adoption of state-of-the-art technology.
- 1.6 It is intended to have 'seamless travel' for metro commuters. It will involve integration of various modes of travel. It is also intended to have common ticketing of various modes of travel, viz., metro, bus, other forms of rail based urban transport, taxis, etc. Suitable models of seamless travel have to be developed by the GC.
- 1.7 The design of terminal stations for the Project should be such that any subsequent extension of the lines, could be implemented with least expenditure.

1.8 Technical Standards & Specifications

The recommended design criteria, specifications, standards and codes of practice will be in accordance with the relevant Indian codes of practice/specifications. Where the standards and specifications are not available in the Indian codes of practice / specifications, International codes of practice/ specifications will be adopted with the approval of HAML.

- 1.9 The nature of studies for property development will be only preliminary studies, the detailed studies or Transit Oriented Development (TOD) studies are not included in the GC's scope of Services.

2 Data and information to be provided by HAML.

Technical specifications, codes of practice and design data wherever available will be provided by HAML.

3 Scope and obligation of services for the General Consultant (GC)

The scope of GC's services over and above those covered in paras 1 and 2 above will cover consultancy for planning, preliminary design, proof checking of detailed designs, procurement, systems integration, contract administration, contract management, project management, construction / erection supervision, testing and commissioning of Project. All technical, financial and contractual powers will be exercised by HAML. GC will have necessary powers to guide and supervise the implementation of the Project within the approvals obtained from HAML. Any subsequent changes to the Project detail will also be put up to HAML along with time and cost implications for approval.

The services of the General Consultant, are further broadly summarized under the following heads:

- i) Review and, if necessary, supplement the details given in DPR for Hyderabad Airport Express Metro Project as available with HAML. However if preliminary investigation is found to be deficient in DPR; such investigation shall be undertaken by the GC after approval of HAML and cost incurred on this account will be borne by the Authority. GC will review the details given in the DPR of various components with regard to safety, economy, energy conservation and environmental aspects, implementation schedule, alignment review and efforts to minimize land acquisition, major utility diversions, assessment of right of way (RoW) availability, station locations and integration with other public transport systems including Ph-1 metro corridors, review of proposals relating to multi-modal integration, non-fare revenue generation proposals, review of suggested structures and system, re-assessment of travel demand, review of project implementation strategy and other relevant aspects as formulated in the DPR and ensure that the same are adhered to in the implementation of the Project..
- ii) Review and proof checking of designs prepared by the Detailed Design Consultants or submitted by the contractors of HAML who may be engaged on "Design & Build" basis contracts.

- iii) Rendering assistance to HAML in selection of contractors / suppliers / detailed design consultants and other related services to Metro Rail System.
- iv) Preparing tender documents for various “Design and Build” /“Construct Only / Supply” contract packages and assist in evaluation, negotiation (if necessary) of bids invited by HAML and award of contracts including preparation of conceptual plans for various civil engineering structures and depots as well as of system works. This includes preparing preliminary designs sufficient to prepare the tender documents for depots, workshops, operation control centres etc.
- v) Construction supervision including contract administration and management, safety, quality and environment aspects for the entire Project.
- vi) Testing and commissioning of the entire system.
- vii) Preparation of various manuals for the Project as detailed in para 3.7.
- viii) Preparation of disaster management plan.
- ix) Preparation of security plan
- x) Preparation of safety, health and environment management plan.
- xi) Developing of various Quality Assurance Plans (QAPs)
- xii) Planning and arranging training to the personnel of HAML in operation, maintenance and repair of various equipments, plants and the system as a whole.
- xiii) Framing property development proposal as commercial hubs in stations and commercial and transportation hubs at depots, at terminal stations and at other stations both inside and outside the station box area.
- xiv) GC will also coordinate with National Highway authorities on safety where they plan flyovers on alignment common with that of the Project. GC will assist HAML in correspondence, drawing, estimates, technical input etc. while coordinating with NHAI and other Government/ State Agencies.
- xv) GC will assist HAML in keeping the Commissioner of Metro Railway Safety (CMRS) Government of India informed about project design/construction and obtaining intermediate approvals as required.
- xvi) GC will ensure adherence to the specifications and standards prescribed by HAML, by contractors with regard to safety of works, safety of (i) works; (ii) adjoining and overlying structures (iii) workmen and public during construction stage

- xvii) GC will certify the quantum of work done, its quality and the payments to be made to various agencies engaged in the implementation of the Project.
- xviii) GC will coordinate review/monitor the efforts of all contractors, consultants, suppliers and manufacturers for scope of works under GC.
- xix) GC will carry out construction/erection supervision at various levels.
- xx) GC will provide proper interface coordination so as to assure timely completion of all works and commissioning of the various sections according to the implementation schedule drawn up.
- xxi) GC will assist HAML in ensuring the tests, trials and commissioning of the system (including obtaining final sanction from Commissioner for Metro Railway Safety).
- xxii) GC will provide schemes for integration with other modes of transport including related transportation planning and assist HAML in putting in place a mechanism of 'seamless travel' through various means of public/private transport with common ticketing and complete AFC integration.
- xxiii) GC will advise HAML on various options of property development with respect to optimal utilization and integration of the sparable commercial land available with HAML including exploitation of airspace at various stations and depots.
- xxiv) GC will prepare site /work front plans, in consultation with various contractors, to enable smooth working and ensuring completion of works as targeted/ scheduled.
- xxv) GC will prepare road traffic diversion plans in consultation with traffic police authorities to ensure that traffic flow is not hampered during construction.
- xxvi) GC will prepare workable, proper, 'muck disposable plans' in consultation with relevant authorities, particularly since a large quantity of muck will be generated from excavation of underground and elevated portions.
- xxvii) In regard to co-ordination of activities to be carried out by the local authorities and other Government departments, the role of GC would be to frame and put up to HAML, detailed proposals for being discussed and resolved by HAML, in various co-ordination groups set up by the Government of India/ State Government of Telangana. GC will provide to HAML all technical data, sketches, drawings, and also attend the co-ordination meetings along with HAML for obtaining approval of proposals from these co-ordination groups.
- xxviii) Not used.
- xxix) Titles to documents - Titles to all technical data including, but not limited to specifications, drawings, bills of materials, flow diagrams, layout details and the contents thereof, furnished by HAML to the GC, contractors and consultants etc., shall remain with HAML. The GC shall not use or divulge the data to others except to the extent necessary in connection with the performance by the contractors and consultants.

- xxx) Patents – The GC shall at all times indemnify HAML against all claims which may be made in respect of any component of the Project for infringement of any right protected by patent, registration of design or trade mark.
- xxxi) Wherever needed, the site office personnel of the GC shall be supported by the head office of GC for back office works at no additional cost to HAML.
- xxxii) GC should ensure that social and environmental aspects are in compliance with the requirements of international financiers including international finance companies.
- xxxiii) GC will provide document control assistance and help develop and implement electronic document management system for document control and filing.
- xxxiv) GC will provide integration of all program components / subprojects prepared by contractors and shall monitor and oversee that construction programs prepared are compatible with the approved project master program.
- xxxv) GC shall get all defects and snags identified and rectified through contractors/vendors in all respects before handing over. Defect rectification before handing over keeping in consideration final acceptance and handover standards.
- xxxvi) GC shall conduct cyber security audit of all systems delivered by the contractors.
- xxxvii) GC shall adhere to program-wide strategic health and safety plan, as well as requirements for project-specific plans, to enable the standardization of health and safety practices and results across the Project.
- xxxviii) GC shall provide detailed consultancy services for renewable energy (RE) system.

3.1 Review and supplement the details given in DPR of the Project.

The GC shall review and wherever necessary supplement the details, design criteria, specifications, drawings, reports etc., provided in the DPR with the object of deciding on the parameters/details to be included in the tender documents. The task will be divided in the following four stages:

- Preliminary investigations
- Preliminary system design.
- Preliminary design
- Operations and Maintenance integration.

3.1.1 Preliminary investigations:

This activity will cover review, revalidation & supplementation of, but not limited to;

1. Previous feasibility studies.
2. Previous topographic survey and mapping.
3. Previous Geo-technical survey.
4. Previous utility investigation.
5. Previous investigation of the existing and future buildings, structures, land use and urban development plans along the routes.
6. Previous investigation of records and documents on the buildings and the constructions along the routes.

NOTE: In case additional survey or investigation is required, GC will get it done through the agencies with prior approval of the Authority and cost incurred on this account will be borne by HAML.

3.1.2 Preliminary metro system design:

This will cover the following, but not be limited to;

1. Physical locations of all stations and detailing of route alignment.
2. Getting on and off passenger numbers and integration with other public modes of transport.
3. Sectional passenger flow diagram.
4. Preliminary train operation diagram.
5. Main size of railcar and train formation.
6. Traction current collection system of railcar.
7. Power supply system.
8. Track structure type.
9. Signaling & Telecommunication system.
10. Train operation system.
11. Ticketing system and ticket checking system.
12. Preliminary cost estimates and financial analysis

3.1.3 Preliminary design:

This will cover the following, but not limited to;

1. Alignment design
2. Track layout plan.
3. Evaluation & selection of method of construction including that of various viaduct design option.
4. Outline of all stations.
5. Outline of rail car performance. Train operation and inspection diagram.
6. Outline of railcar depots, inspection facilities and workshops.
7. Outline of substations and power supply system.
8. Outline of signaling system.
9. Outline of telecommunication system.
10. Outline of total integration of controlling train operation, traffic, passengers guidance and monitoring, disaster prevention, air-conditioning and ventilation, sales management, power supply, railcar and facility inspection and maintenance, and general administration.

11. Outline of buildings for head and branch offices, and control centers.
12. Outline of inspection and maintenance of the metro system equipments & depot.
13. Outline of physical stock and distribution base.
14. Phased construction schedule.
15. Construction cost, annual budget estimation and cash flow.

3.1.4 Optimization of Operations and Maintenance Practices

This will cover, but not be limited to the following:

1. Optimization of power supply capacity during peak and off peak hours.
2. Comparison between manual maintenance and investment for man-saving maintenance equipments.
3. Conflict among centralized control, independent control and central monitoring and decentralized autonomous control.
4. Electric corrosion by AC stray currents against elevated metallic utilities like water pipes or any equipment with geomagnetism, and also interference by various power supplies with control signals in particular and harmonics/inductive interference by AC traction units of the Project, metro system and induction motors with cab-signaling equipment on a railcar.

3.2 Preparation of tender documents – Tender Designs and Specifications

The length of the Project metro system is elevated for a length of 61.4 km and underground for 1.6 km. The tender documents are to be prepared by GC, keeping in view the following:

- 3.2.1 Tender for civil works for the Project can be either "Design and Build "or "Construct Only" including viaduct, stations, depot, systems, residential quarters, Operations Control Centre (OCC) and Administrative building etc. This contract will also include general electrical and mechanical works at the stations
- 3.2.2 GC shall recommend the designs for adoption as tender designs covering all aspects relevant to the implementation of elevated portions, At grade, underground portions of the Project and in the degree of detail as required in tender documents for such projects. Tender design may include but not be limited to the following :
 - (i) Geometric designs of final alignment plans and its profile to appropriate scale.
 - (ii) Design for soil stabilization/improvement and required disaster prevention system.
 - (iii) Architectural and engineering design for elevated, underground and at grade stations including related details of stair cases, pedestrian accesses, elevators, escalators, air-conditioning equipment, platform screen doors (if provided), evacuation facilities, etc. Consultant GC would also suggest alternative to conventional air conditioning to achieve climate control i.e. reduction in dust and temperature.
 - (iv) Right of way plans on topographical and cadastral maps provided by HAML.
 - (v) Any other relevant details/data

3.2.3 Finalization of outline design criteria, specifications, standards and codes of practice to be followed.

The recommended design criteria, specifications, standards and codes of practice will be in accordance with the relevant Indian codes of practice/specifications. Where the standards and specifications, are not available in the Indian codes of practice/specifications, international codes of practice/specifications will be adopted with the approval of HAML. The recommended criteria, specifications, etc. will become part of tender design, upon acceptance by HAML.

The recommended specifications, and design criteria will also cover the methods of construction, design of temporary works, disposal of excavated materials, as also the external environment under which the work would be required to be executed. The specifications will also prescribe the tests and acceptance standards for various components of works.

It is to be ensured that the designs and specifications will meet the Project Requirement at reasonable cost, without imposing any limitations in regard to competitive bidding. HAML intends to go completely green and would be harnessing solar energy at stations, depots and viaducts. Design approach should take this into account.

3.2.4 Preparation of tender packages (including systems) Documents and Detailed Designs :

3.2.4.1 Based on the tender designs, and accepted design criteria, specifications, standards and codes of practice, the General Consultant shall prepare a suitable BOQ (wherever required) and estimated cost for the various tender packages.

3.2.4.2 The tender and contract documents for the agreed tender packages will include:

- Notice Inviting Tenders (NIT)
- Form of Tender (FOT)
- Instructions to Tenderers (ITT)
- Form of Contract
- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Technical Specifications (TS)
- Bill of Quantities (BOQ) (wherever required).
- Tender Drawings.
- Pre-qualification documents (PQD)
- Pre-qualification criteria (PQC)
- Tender evaluation criteria.

3.2.4.3 The bids would be invited by HAML on the basis of the tender documents prepared by the GC and accepted by HAML.

3.2.4.4 Review of Detailed Designs submitted by Contractors/Detailed Design Consultants.

The GC shall review and check the design, including drawings and other related documents submitted by the contractors or detailed design consultants (if engaged), as the case may be, for conformity with the tender specifications and the requirements and good engineering practices. Particular emphasis shall be given to the system planning and design in aspects of impact on the environment and urban activities, as well as effects on the scheduling of works. Proof checking of structural design by the contractor/detailed design consultants will also be in the scope of GC. Overall approval of designs prepared/approved by GC will be in the scope of HAML.

3.2.5 The tentative role of the detailed design consultants (DDC), if engaged, and GC are as follows:

- (i) The designs and drawings will be developed by DDC, based on the criteria, requirements, specifications, and format, as laid down by GC and approved by HAML.
- (ii) GC will proof check the designs and drawings, for their fitness for adoption in the Project. The payments to DDC will be certified by GC.

3.2.5.1 While checking the designs, GC will ensure that designs and drawings, are functionally complementary with multi-disciplinary works forming part of the Project and the construction activity on such works is not hampered or delayed for want of timely availability of the designs and drawings.**3.2.5.2 The responsibility for preparation of Bill of Quantities (BOQ) on basis of the approved drawings will be that of the DDC or EPC (DB) contractor, but the BOQs will be reviewed and approved by GC.****3.2.5.3 The bids for construction will be invited, taking into account the sequence and time schedule decided by the GC in consultation with HAML****3.3 Preparation of tender design and tender documents for procurement of systems tenders, rolling stock, track, solar panels procurement and installation and depots.****3.3.1 GC will review and supplement the design criteria, requirements and specifications given by the Authority for various systems, rolling stock and depots.****3.3.2 The tender design for rolling stock to be used in the Project will be prepared by the GC, in a manner that it is consistent with the final design of corridors, track, stations, and the associated equipment, maintaining *inter alia* safety clearances and ventilation/air conditioning requirements.****3.3.3 The tender design for the rolling stock should be fully compatible with signaling and train control system, traction power system, desired operational system and specified transport capacity. The recommended designs should satisfy the criteria of economy in initial cost, operating as well as maintenance cost as also life cycle cost.**

- 3.3.4** The tender design is required to spell out the basic system design covering the propulsion, brake and auxiliary power supply system in addition to the main structure and safety aspects, in sufficient detail, so as to enable the bidders to make competitive bids.
- 3.3.5** The tender documents for the systems, rolling stock and depots shall be prepared, in accordance with para 3.2.4 above, with suitable modifications. The tender documents will provide for the appraisal standard for evaluation of technical proposals from the bidders for supply of rail cars and other rolling stock.
- 3.3.6** Invitation of bids for supply of the required systems, rolling stock and depot equipment, plant and machinery will be done by HAML, based on the tender design, specifications and acceptance criteria as approved by the HAML on recommendations of the GC.
- 3.3.7** There will be separate tender for each item, broadly, as under.
- (i) Design, manufacture, supply, installation, testing and commissioning of traction and power supply system.
 - (ii) Design, manufacture, supply, installation, testing and commissioning of rolling stock and signalling system as combined work.
 - (iii) Design, manufacture, supply, installation, testing and commissioning of telecommunication system
 - (iv) Design, manufacture, supply, installation, testing and commissioning of lifts.
 - (v) Design, manufacture, supply, installation, testing and commissioning of escalators.
 - (vi) Design, manufacture, supply, installation, testing and commissioning of automatic fare collection system.
 - (vii) Procurement of 60kg head-hardened UIC rails.
 - (viii) Procurement of turn-outs, scissors cross overs, derailling switches etc. for ballastless and ballasted tracks.
 - (ix) Installation of track works including supply of fastening system for ballastless tracks for elevated, at grade and underground sections and ballasted/ ballastless tracks for the depot.
 - (x) Design of depot layout and buildings for the depot-cum-workshop including plant machinery and equipment to be finalized in consultation with HAML
 - (xi) Construction of depot cum workshop including general electric and mechanical works.
 - (xii) Supply and installation of depot equipment, (the number of contracts to be decided by GC with the approval of HAML).

- (xiii) Design manufacture, supply, installation, testing and commissioning of solar power system.

3.4 Selection of contractors/suppliers/ detailed design consultants

The GC shall assist HAML in the process of selection of contractors , suppliers and consultants. The scope of services to be rendered by the GC in this regard shall include, but not necessarily be limited to:

3.4.1 Pre-qualification of contractors for bidding

GC shall undertake all necessary works regarding preparation for announcement, receiving and evaluation of contractors' documents and recommending to HAML the pre-qualified list for their acceptance.

3.4.2 Evaluation of the tender proposals and recommendations for the selection of the contractors for all contracts

The GC shall:

- 1) Prepare formal evaluation criteria and procedures for evaluation of the proposals, obtain approval for the same from HAML and assist HAML to invite bids from prequalified contractors.
- 2) Perform independent evaluation of all tender proposals for all contracts received including ranking of the tenderers.
- 3) Prepare a confidential Executive Evaluation Summary Report'. This report should contain a concise set of basis and justification for.
- 4) ranking of the tenders including the recommendations concerning whether negotiations should be initiated with any of the tenderers.
- 5) Prepare a confidential 'Tender Evaluation Report' and presentation documents.
- 6) Make a presentation pertaining to its recommendations to a committee and/or a working group that may be set up by HAML.

3.4.3 Negotiations with Tenderers

- 1) Prepare information and data to be used in the negotiations/clarifications.
- 2) Assist HAML in negotiations/clarifications with the selected tenderer(s) and record minutes of all meetings.
- 3) Assist HAML in analysis and evaluation of the results of negotiations/clarifications in all aspects in order to be able to select the most suitable tenderer.

3.4.4 GC will assist HAML in preparation of contract agreements and related documents to be entered into between HAML and the selected tenderer.

3.5 Supervision and Monitoring

The GC shall be responsible for supervising all project activities as detailed in para 1 and 3. Suitable methods and systems shall be developed by GC for ensuring that implementation meets the desired quality and safety and is in compliance with time schedule and environmental norms. GC shall also design suitable information systems to report to HAML, with the latter's approval. The items will include, but not be limited, to the following:

3.5.1 Site Visits

- 1) To undertake visits to the construction sites, monitor the contractors' activities for ensuring quality, safety and conformity to contract specifications and time frame. It should be noted that though the responsibility for correctness, completeness and adequacy of the works constructed by the contractors and for compliance with statutory obligations remain with the contractors, GC will be responsible for any deficiency in the performance of the contractors.
- 2) To monitor Contractors' activities with goal of minimizing adverse effects on public safety, traffic, residential and commercial activity, and the environment.
- 3) GC shall keep HAML informed of their findings and recommendations resulting from these site visits. The responsibility and urgency of taking corrective measures lies with GC.

3.5.2 Inspection, Testing and Commissioning

1. To have close coordination with the manufacturers through manufacture, installation, testing and commissioning stages of all plant equipment, rolling stock, signaling, automatic fare collection, power supply and control equipment, etc.
2. To advise HAML on the final acceptance of the system based on the results of the prototype, serial and/or system tests.
3. After the completion, the GC shall provide adequate and relevant staff to undertake necessary follow-up and monitoring and reporting to HAML on completeness of all works, proper execution of works of all parties and any components of works to be checked up and maintained according to construction/supply contracts.

3.5.3 Information Programmes

1. To develop public information programmes in close cooperation with HAML and inform the general public on:
 - a) The Project in general;
 - b) The design of stations and other passenger facilities, including traffic integration facilities;
 - c) Temporary restrictions to traffic and other encroachments on urban life.
2. To assist HAML in maintaining public approval of the Project and to foster willingness to put up with temporary inconveniences caused by construction.

3.5.4 Budgeting and Accounting

- 1) Estimate overall programme cost relating to the master implementation schedule prepared by the GC.
- 2) Assess the financial position and Project long-term financial statements.
- 3) Certify all required contract payments required to be made by HAML and satisfy HAML about any observations on the same.
- 4) Further, GC will assist HAML in submission of disbursement claims to the Project's funding institutions.

3.5.5 In the course of performing the supervisory functions for the Project, GC will also:

- 1) Monitor all contract works in progress and identify any schedule or coordination conflicts, recommend measures to eliminate or mitigate problems and implement therecommended measures with the approval of HAML.
- 2) Conduct performance reviews as desired by HAML and bring in improvement in the designs carried out by contractors and certify all work performed by contractors. GC shall forward two copies of all engineering drawings, calculations and data to HAML as soon as the documents are available.

3.5.6 Continuous coordination will be required with various local authorities, and government departments for resolution of issues related to the implementation of the Project. While the main coordinating agency will be HAML, the GC will be associated wherever required, to provide technical support, by way of data, drawings, sketches, and technical aspects of the issues.

3.6 Commissioning and trial runs

- i) The completed sections of the Project can be opened to passenger movements only after the sections are certified fit for passenger traffic by the Commissioner of Metro Railway Safety (CMRS) and the sanction is accorded by the government under the relevant law for opening the section for passenger movements.
- ii) HAML will submit all necessary documents and hold discussions and meetings with CMRS both at the design stage and construction stage to obtain intermediate approvals. GC will assist HAML, in all respects, in obtaining these approvals.
- iii) Prior to the invitation to the CMRS for inspection of the line, the sections intended to be opened for traffic will be required to be subjected to the requisite trial tests and trials under the construction contracts (and also during the operation period). GC will plan, arrange, supervise and certify all these trial tests, if required with the support of HAML staff, well in advance of the trial runs.
- iv) GC will enable HAML, by giving all necessary assistance, to conduct the tests. The shortfalls noticed during the tests will be arranged to be rectified by GC through the contractors. In order that the deficiencies are limited to the minimum, the design and

construction of the Project should take due consideration of the requirements under the relevant laws for opening of a metro rail system for the public carriage of passengers.

- v) All information as required to be furnished to the CMRS in connection with the section to be opened to traffic shall be tabulated and furnished by GC to HAML, for seeking the certification of CMRS for opening of the section(s) to traffic.

3.7 Preparation of Manuals for administration, operation and maintenance of Project

Instruction Manuals are required to be in place for implementing and regulating all facets of the Project's functioning. GC would be required to develop draft manuals for being approved and issued by HAML:

The Manuals to be developed are:

- i) Track Manual
- ii) Civil Works Manual
- iii) Signaling Manual
- iv) Telecommunication Manual
- v) Commercial Manual
- vi) Operating Manual
- vii) Accident and Safety Manual
- viii) Rolling Stock Manual
- ix) Electrical Traction Manual
- x) Environmental Compliance Manual
- xi) Quality Assurance Manual
- xii) Manual for lifts and escalators.
- xiii) Climate Control Manual

These Manuals are also intended to form the basis of the training of the Authority's operations and maintenance personnel.

3.8 Training of Personnel of HAML.

GC will plan and design the training modules for personnel of HAML in operation, maintenance and repairs of various equipments and plants supplied by various suppliers, at OEM's premises. GC will also plan and design training modules for these personnel in operation, maintenance and repairs of the metro system as a whole and will provide training to them in these areas. The training will have to be arranged before commencement of the trials and will continue upto commissioning of the metro system.

3.9 Not used

4 Further Responsibilities of General Consultant

The GC shall also have the following responsibilities:

- 4.1 GC shall at all times exercise all reasonable skill, care and diligence, in the discharge of its duties. GC shall also be responsible for the accuracy and completeness of its works.

- 4.2 GC will be responsible to ensure that the goods and services used for the Project are appropriate, suitable and are reasonably costed. The designs and specifications adopted for the Project should be such that they, in no way, limit the requirements regarding competitive bidding. It is also essential that the GC is and remains demonstrably impartial in the performance of its duties.
- 4.3 In performance of all its services, the GC shall function in close co-ordination with HAML.
- 4.4 The functions/activities of GC, including quality assurance and safety at all work sites will be monitored by HAML. Required assistance for the same will be provided by GC. However, GC shall have overall responsibility of quality assurance for the Project.
- 4.5 GC will advise HAML for engagement of all contractors, suppliers, manufacturers and other consultants and then be responsible for coordinating the effort and activities of all such agencies.
- 4.6 GC shall maintain full records relating to all aspects of the Project and the work undertaken by the GC. Such records shall be made available at all times to HAML for inspection. Mere acceptance by HAML shall not relieve GC of their professional obligations to correct at their own cost any errors in their work.
- 4.7 GC will assist HAML in obtaining necessary environmental approvals as required from GoI/GoTS. GC shall monitor the progress in these matters and report to HAML.
- 4.8 The tracings and other originals of all plans, drawings, engineering specifications and similar materials, and all data, records and documents pertaining to the work, including soft copies thereof, shall be treated as confidential by GC and shall not, without prior written consent of HAML, be made available to any person and shall be delivered to HAML upon completion of the work and shall become the property of HAML. However, GC may retain, for his own record, copies of the said plans and documents subject to adherence with its confidentiality obligations as provided in the Agreement.
- 4.9 Scope of GC's services is further expanded as detailed in para 16 of this TOR (Quality and Safety Monitoring).
- 5 Staffing by GC for the consultancy services.
 - 5.1 Considering the multi-disciplinary nature of the works involved in the Project, the GC's team is required to have expertise in the following disciplines (but not limited to the following list):
 1. Project management/coordination
 2. Construction Planning.
 3. Station Planning/Architecture
 4. Geo-technical Engineering.
 5. Structural Engineering.
 6. Bridge Engineering.
 7. Track Technology
 8. Quality Assurance
 9. Environmental Impact Analysis.

10. Traffic Engineering.
 11. Train Operations.
 12. Contract Administration (including dispute review and resolutions).
 13. Electro-Mechanical Engineering.
 14. Ventilation and Air-conditioning Engineering.
 15. Communication Technology.
 16. Signaling.
 17. Power Supply and Traction.
 18. Rolling Stock.
 19. Railcar Depot and Workshop
 20. Automatic Fare Collection system
 21. Energy consumption and conservation
 22. Financial Analysis
 23. Safety and Security
 24. Multimodal transportation-Seamless travel.
 25. 5D-BIM
 26. IT platform
- 5.2 The GC shall provide in its offer the proposal for staffing schedule for the entire period of the implementation of the Project including the period of commissioning.

6 Reporting System of the Progress of the Project.

6.1 Inception Report

An Inception Report (10 physical copies and an electronic copy, both in English language) shall be submitted by the GC to HAML within one month from the commencement of the GC's assignment under the Agreement, presenting an initial technical appreciation of the services requirements and identifying both the overall work plan and the analytical steps (and associated assumptions) to reach solutions. It should prescribe the proposed service methodology, approach and provisional programme for completion of the Project.

6.2 Monthly Progress Report

A Monthly Progress Report (10 physical copies and an electronic copy, both in English language) shall be submitted by GC to HAML. This Report shall be submitted by the 5th day of each calendar month and shall account for all work actually performed up to the end of the previous month. It should be submitted in a format approved by HAML and shall contain sections/sub-sections for, but not be limited to, the topics listed below.

6.2.1 Progress

1. It shall describe the status of work performed during the previous month, significant accomplishments, including critical items and problem areas, corrective actions taken or planned and other pertinent activities and shall in particular, address interface issues, problems and resolutions.
2. It shall include a simplified presentation of progress of the various parts of the contractual works in percentage terms compared with percentage planned derived from the works programme for the Project prepared by the GC.
3. The status of permanent and temporary staffing of GC.

6.2.2 Programme Update

Programme updating shall include:

- 1) The monthly programme update which shall be prepared by recording actual activity completion dates and percentage of activities completed upto the end of the month of report together with estimates of remaining duration and expected activity completion based on current progress. The programme updates shall be accompanied by an 'Activity Report' and a 'Narrative Statement'.
- 2) The 'Programme Status' which shall show works programme status upto and including the current report period, display cumulative progress to date and a forecast of works remaining.
- 3) The 'Activity Variance Analysis' which shall analyse activities planned to start prior toor during the report period, but not started at the end of the report period, as well as activities started and/or completed in advance of the works programme.

6.2.3 Milestone Status

A report on the status of all milestones for various parts of the Project due to have been achieved during the month and forecasts of achievement of any missed milestones, and those due in the next month.

6.2.4 Procurement Report

- 1) A summary of all significant procurement activities performed by the contractors during the month and details of outstanding actions.
- 2) A report listing major items of plant and materials, which will be incorporated into the Project works. The items shall be segregated by type as listed in the specifications and the report should show atleast the following activities:
 - a) Purchase order date - scheduled/actual.
 - b) Manufacturer/supplier and origin.
 - c) Letter of credit issue date
 - d) Manufacturer/supplier shipping date - scheduled /actual.
 - e) Method of shipment
 - f) Arrival date in India - scheduled/actual
 - g) Analysis of any delay that occurred / is anticipated with proposal for corrective measures.

6.2.5. Safety

A review of all safety aspects during the month including reports on all accidents, apprehended accidents and actions proposed to prevent further occurrence.

6.2.6 Quality

The GC shall report on issues pertaining to quality and proper functioning of various structures, plants, equipment and systems forming part of the Project after one month of its commissioning date including review of all major non-confirmation during the month.

6.2.7 Financial

- 1) A review of all significant financial matters, payments due and made, and action proposed or taken in respect to any outstanding matters.
- 2) A schedule indicating the status of all variations and expenditure forecast.
- 3) A schedule of the status of outstanding claims (if any). The report shall in particular, provide interim updated accounts of continuing claims.

6.2.8 Points of Note

Any important points pertaining to public relations for the Project and potential problems related thereto should also be included in the Monthly Progress Report.

- 6.3** A final report shall be submitted by GC to HAML. It shall contain, apart from other concerned matters, position of completion drawings, completion statements, contractors' disputes/claims etc. The final report should be submitted no later than 60 days prior to expiry of the Assignment Period. The format for the final report should be approved by HAML.

7 Scope and Nature of Authority Delegated to GC

GC shall be authorized to exercise following powers subject to the overall control and directions of HAML.

- a) Exercise the powers of 'Engineer' as stipulated in the contract documents for all contracts.
- b) To act and coordinate on behalf of HAML on all matters related to the Project with the government authorities and departments, local governing bodies and statutory bodies as decided in individual cases by HAML.
- c) Scrutiny and check of all designs and drawings of Structures, Electrical, S&T, Rolling Stock, etc. and enabling works submitted by the contractors, in respect of their adequacy to conform to the design standards approved by HAML (after scrutiny and check, such designs and drawings to be put up for approval of HAML).
- d) Finalization of quality assurance manual, for all works, of the Project; scrutiny and approval of quality assurance program submitted by individual contractors and to formulate and implement an integrated quality assurance program for the Project.
- e) Clearances of all matters relating to interface between the different works, after a critical examination.

8 Services and Facilities to be provided by HAML to GC

- a) Computers, software related items etc., as required have to be arranged by the GC. Power consumption charges and telephone charges are to be borne by the GC. Security and housekeeping will also be provided by the GC. Transport facility to the staff will be provided by the GC at their own cost.
- b) Assist the GC's and its Sub-Consultant's foreign personnel to obtain work permits and such other documents as shall be necessary to enable such personnel to perform the services in India for this Project.
- c) Assist foreign personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits and any other document required for their stay in India.
- d) Issue to officials, agents and representatives of the Government, all such instructions as may be necessary for appropriate, prompt and effective implementation of the services.
- e) Provide to the foreign Consultants, Sub-consultants and personnel such other assistance as may be specified in the Special Conditions of Contract (SCC).
- f) For site supervision by GC, site offices shall be provided as per availability.

9 Duration of the Consultancy Services

The duration of the consultancy services shall be for a period of 48 months.

10 Not used.

11 Not used

12 Not used

13 Not used

14 Right to Accept or Reject Application

Notwithstanding anything contained in this RFP, HAML reserves the right to accept or reject any Application and annul the prequalification process and reject all Applications at any time without any liability or any obligation for such acceptance, rejection or annulment without any reasons.

15 Not used

16 Quality and Safety Monitoring

The GC's scope of work shall also include (i) development of independent quality and safety monitoring plan, and (ii) review of interfacing and project implementation plans and reports prepared by the contractors for the Project as stipulated below.

16.1 Preparation of Quality and Safety Monitoring Plan (QSMP)

A plan shall be prepared for ***sample inspections, audits and verifications*** of the adherence to the Quality Assurance Plan and Safety Manual as adopted by the contractors of the Project. This plan shall be named as the '**Quality and Safety Monitoring Plan (QSMP)**' and be divided into a '**Quality Monitoring Plan**' and a '**Safety Monitoring Plan**'.

A. Quality Monitoring Plan

16.1.1 Reference Documents - GC shall study the following documents:

- a) Scope of works, specifications and contractual obligations as per the contracts awarded to the contractors for the Project
- b) Regulations, rules, standards, codes of practices applicable as per the contractual obligations of the contractors.
- c) Quality Assurance Plans and Manuals as proposed by the contractors for the Project including Inspection and Test Plans (ITP), formats, records in line with the provisions already included in the agreed contract documents covering all aspects of ISO---9001.

16.1.2 Plan for Monitoring of Scheduled Tests of Contractors--- The Plan shall include monitoring of tests being done by the contractors by way of the following:

- a) Witnessing minimum 80% of the total number of such tests and sampling as scheduled in the approved Quality Assurance Plan adopted by the contractors.
- b) Conducting minimum 15% of the total number of such tests and sampling as scheduled in the approved Quality Assurance Plan. Such tests may be done at the site laboratory or the GC may get them done from external laboratories through the contractors all at the cost of the contractors.

16.1.3 Plan for Super Checks (Additional Tests) --- The Plan shall include additional tests and sampling for assessing/auditing the conformance by the contractors to the Quality Assurance Plan. GC shall ensure that the contract documents entered into with the contractors expressly provide for costs of all such tests and sampling being borne by the contractors.

16.1.4 Essential Components of Quality Monitoring Plan-- Based on the above, the comprehensive Quality Monitoring Plan (QMP) to be prepared and adopted by the GC shall include plans, procedures, standard test methods, reporting formats, methodologies, frequencies, tolerances, test schedules, random test guidelines and compliance protocol for sampling, tests and physical verifications with respect to the following heads as detailed in subsequent paragraphs:

- Monitoring of Resource Mobilization of Contractors
- Monitoring of Inventory
- Testing
- Physical Verification
- Monitoring of Documentation
- Documentation and Communication
- Compliance Protocol

16.2 Monitoring of Resource Mobilization

16.2.1 Onsite Laboratory: GC shall:

- a) Monitor if the contractors have set up the onsite laboratory in accordance with the conditions of the applicable contract.
- b) Verify that the laboratory is equipped with adequate equipment, tools, and consumables and is manned by required skilled staff conforming to the relevant sections and standards of the reference documents.
- c) Monitor if the methods, techniques and documentations being adopted in the onsite laboratory are as specified in the relevant sections of reference documents.
- d) Monitor if the laboratory is delivering results and reports within its scheduled or specified period.

16.2.2 External Laboratory --- Some tests are to be done through external laboratories and in this context the GC shall:

- a) Verify if the external laboratories selected by the contractors have the requisite capabilities and are accredited with the NABL.
- b) Shortlist NABL accredited laboratories and academic / government institutes capable of conducting tests as per the QMP.
- c) Monitor if the laboratory is delivering results and reports within its scheduled or specified period.
- d) Ensure that the confidentiality of test result is maintained by the testing lab.

16.2.3 Monitoring of Resources --- Monitoring whether the equipment, plant, machinery, tools, manpower etc. being utilized by the contractors are in conformity with the conditions laid out in the contracts so as to ensure implementation of the work with due quality and safety and adhering to the prescribed time schedule.

16.3 Monitoring of Inventory

16.3.1 Sourcing and Receipt: The GC shall monitor if the process of sourcing of material is being followed as specified in the contracts especially with respect to the following:

- a) if the materials used in the works of specified quality are being procured from approved sources and suppliers.
- b) if the sourced materials comply strictly with the prescribed standards as specified in the reference documents.
- c) conformance of material before leaving the manufacturers' premises, quarry or resource, wherever possible.
- d) whether the manufacturers' or suppliers' (as the case may be) certificates of test, test reports from outside laboratories, proof sheets etc. as specified in the reference documents are being obtained and reviewed.

163.2 Storage Procedures

16.3.2.1 The GC shall monitor if the storage of materials is in accordance with IS4082 and/or other applicable codes and the approved Quality Assurance Plan. This would include but not be limited to storing on racks, supports, bins, under cover etc. to prevent deterioration and damage.

16.3.2.2 The GC shall monitor if the 'control samples' provided for retention are being labeled properly in boxes suitable for storage and are being stored in accordance with the specified standards.

16.3.3 Removal - GC shall also monitor if the non-conforming and rejected materials are being removed from the site promptly

16.4 Testing

16.4.1 Testing of Materials: GC shall

- a) Monitor if the samples required for testing onsite as well as in external laboratories are being collected by the contractors as per the schedule, procedures and quantities outlined in the Quality Assurance Plan.
- b) Witness and/or conduct sampling, inspections and tests on input materials (including natural, processed, designed and manufactured materials) as per the provisions of the Quality Assurance Plan.
- c) Monitor if the materials being used in the Project are corresponding in character and quality with approved samples.

16.4.2 Testing of Workmanship

The GC shall conduct quality control tests and inspections on construction/works in progress as per the provisions of the QMP. The Quality of the 'Completed Works' shall be checked for their conformance to specifications through specified test methods and standards.

16.5 Physical Verification

GC shall conduct inspections for physical verification of all features including but not limited to:

- a) Alignment and layout of the Project as per the specified plans and drawings.
- b) All civil works for viaducts, stations and depot as per specified plans and specifications.
- c) Track, Traction, Signaling and other Electrical Works.
- d) Rolling Stock
- e) Aesthetics and heritage features as per approved plans.

16.6 Monitoring Documentation: The GC shall:

- a) Monitor if the contractors are recording and maintaining sampling data, test results, equipment calibration data & related correspondence in specified formats of the Quality Assurance Plan(QAP), as adopted by the contractors
- b) Bring the non --- conforming works and materials as determined by the GC to the notice of HAML.

16.7 Documentation and Communication

The GC shall:

- a) Prepare and maintain rigorous documentation of non---conforming test results, workmanship inspection reports, compliance reports etc. as per the QMP.
- b) Submit monthly progress reports in the agreed standard formats, both in printed as well as electronic format so as to maintain uniformity and traceability of records even after the physical completion of the Project (see para 6 above).
- c) Submit a monthly schedule of activities to the GC latest by 25th of each month during the Assignment Period (see para 6 above).
- d) Undertake all communication with the contractors.

16.8 Compliance Protocol

16.8.1 Reporting

- a) **Reporting of conforming tests** --- To be conveyed via email to HAML within 24 hrs of the receipt of test reports.
- b) **Reporting of non---conforming tests**--- To be immediately conveyed to HAML in writing/printed format, under acknowledgment, not later than 24 hrs of the receipt of such reports.

16.8.2 Remedial Measures

The GC shall:

- a) Suggest remedial measures to improve the quality system if any of the component is found non---conforming to specified norms. However, GC will get these suggestions implemented through the contractors.
- b) Monitor if procedures are being followed by the contractors for corrective action and rejection with respect to non---conformances as determined in house by the contractors or as reported by the GC.
For this purpose, a monthly review of non---conformance reports for each contractor shall be undertaken by the GC with reference to the corrective action taken by the respective contractors.

16.9 Not used

16.10 Reference Documents: Every contractor appointed by HAML for the Project is required to undertake works in accordance with the applicable international guidelines, standards and specifications on SHE and shall aim to achieve ISO certifications listed below during the currency of the contract:

- a) OHSAS 18001---1999: Occupational Health and Safety Management System.
- b) ISO14001---2004: Environmental Management Systems.

16.10.1 Plan for monitoring of SHE aspects of construction contractors

- a) The contractor shall as per the contract formulate a SHE policy and get it approved by HAML and display it at conspicuous places at work sites in English and the local language understood by the majority of construction workers. The GC will ensure compliance of this policy.
- b) Within 30 days of the commencement of GC's assignment under the Agreement, the GC shall submit a detailed and comprehensive SHE Plan to HAML. The SHE Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance of the contract provisions relating to compliance with SHE requirements. The SHE Plan shall include the following but not be restricted to:
 - i. A statement of the GC's policy, and arrangements for SHE
 - ii. The name(s) and experience of person(s) who shall be responsible for coordinating and monitoring the contractor's SHE performance;
 - iii. SHE staff who shall be employed on the works, their responsibilities, authority and line of communication.
 - iv. A statement of the GC's policy and procedures for identifying and estimating hazards, and the measures for addressing the same;
 - v. A list of SHE hazards anticipated for the different contracts and sufficient information to demonstrate the contractor's proposals for achieving effective and efficient health and safety procedures;
 - vi. A description of the SHE training courses and emergency drills, which shall be provided by the contractors, with an outline of the syllabus to be followed;
 - vii. Details of the safety equipment which shall be provided by the contractors, as applicable, including personal protective equipment;
 - viii. A statement of the contractors' policy and procedures for ensuring that contractors equipment used on the Project site are maintained in a safe condition and are operated in a safe manner;
 - ix. A statement of the contractors' policy and procedures for ensuring that sub-contractors comply with the contractors safety plan;
 - x. A statement of the contractors disciplinary procedures with respect to SHE related matters, and
 - xi. A statement of the contractors procedure for reporting and investigating accidents, dangerous occurrences or occupational illnesses.

16.10.2 The GC shall:

- i. Review contractors safety policies and practices and its SHE plan.
- ii. Monitor the adequacy of the contractors SHE plan and ensure its implementation.
- iii. Review the contractors monthly SHE report.
- iv. Identify probable causes of accident and unsafe practices in building or other construction work and suggest remedial measures.
- v. Stimulate interest of HAML and contractors' workers in safety by assisting them in organizing safety competition, talks and film-shows on safety, preparing posters or taking similar other measures as and when required or as necessary.

- vi. Inspect the construction site with a view to check unsafe practices and detect unsafe conditions and to suggest remedial measures for their rectifications including first---aid, medical and welfare facilities.
- vii. Bring to the notice of HAML and suggest solutions for dealing with the hazards associated with use, handling and maintenance of the equipment used during the course of building and other constructionwork.
- viii. Suggest measures for improving welfare amenities in the construction site and othermiscellaneous aspects of safety, health and welfare in building or other constructionwork.
- ix. Look into the health hazards associated with handling different types of explosives, chemicals and other construction materials and to suggest remedial measures including personal protective equipment.
- x. Review minutes of the last safety committee meeting (conducted by the contractors) and to recommend action againstpersons/sub---contractors for non---compliance, if any.
- xi. Undertake inspections as provided in para 16.11 below and monitor elements as mentioned in para 16.12.

16.10.3 MONITOR PROGRESS, QUALITY AND SAFETY OF THE WORKSTHROUGH REGULAR INSPECTION AND REPORT TO HAML.

The RFP requires the GC to take a proactive role in keeping the Project on schedule and maintaining the quality standards.

Without prejudice to the obligations and responsibilities mentioned in other parts of this TOR and the RFP, the GC is required to:

- Inspect the Project regularly and report to HAML on compliance with the approved design and progress.
- Monitor the implementation of Quality Management Plan and report to HAML.
- Within a week of any inspection conducted by the GC, the GC will issue an inspection report to HAML.
- Attend and convene meetings on quality and progress.
- Review testing and commissioning plan prepared by the contractors and reviewmaterial and test reports.
- Inspect workshops and manufacturing facilities supplying the works.
- Audit compliance in addressing progress and quality issues to achieve the Projectobjectives.

c) Monitor Compliance with Approved Designs.

The GC will inspect the works during construction and shall monitor the contractor(s)compliance with the approved design, in particular the GC will:

- Ensure that facilities are provided as required by the designs.
- Materials, including architectural finishes, meet design requirements.
- Tests required by the contracts are executed and records properly maintained and
- Equipment meets specifications and is fully tested to prove compliance.

The GC shall list any serious non---compliance and deficiencies identified during inspection in particular any non---conformances that threaten the

performance of the system. A register of the status of these items will be maintained and included in the GC's Monthly Progress Report.

d) Monitor Progress

The GC will review progress of all aspects of the implementation of the works – design, procurement, construction, installation testing and commissioning – and compare actual progress with the approved works programme.

Any deviations will be noted and flagged for action in the GC inspection report. The GC will pay particular attention to achievement of milestones and progress towards achieving milestones and to procurement of long-lead time equipment.

In addition to the regular scheduled monthly inspections, the GC will conduct ad-hoc site visits and inspections of design activities to determine that activities remain in schedule. Furthermore, the GC will always be alert to events that may in future delay the Project procurement of equipment, for example, delays in design. HAML will be kept fully informed of any actual or forecast delays.

The GC will work closely with all parties to develop mitigation measures, or work-around to avoid or minimize the impact of delays on the overall Project schedule.

The GC's Team Leader, Dy. Team Leader and Project Planning & Scheduling Expert (PPSE) will be responsible for monitoring the progress of the works. The PPSE will make use of computerized scheduling software to test the impact that a delay to any one activity (or group of activities) will have on the achievement of milestones and commissioning of the Project.

e) Monitor Quality

During the inspections the GC will inspect the contractors' quality records, including materials test results and equipment test, to check that the quality management plans are being implemented.

The quality records to be inspected / reviewed are:

- Material delivery dockets and accompanying QC documentation.
- Inspection and test procedure (ITP) records.
- Materials test results (concrete, rebar etc.).
- Site Diaries.
 - Activity records
 - Equipment and manpower records
 - Weather records
 - Safety register
 - Environmental register
- Equipment test results and reports.
- Non-conformance report register.

The GC will arrange inspection visits to facilities responsible for the manufacture, supply or storage of materials and equipment to be incorporated into the works. At these visits the GC will request and inspect such quality documentation as may be required by the contract and shall identify any non-conformances to be addressed.

Corrective Action Requests (CAR) will be issued where quality non-conformances are identified and the GC will track all CARs through to closure. The GC will maintain a CAR register for quality management, which will be presented in the GC's Monthly Progress Report.

- Audit reports shall be sent to HAML.
- All inspection and other reports shall be sent to HAML.
- All comments on quality and CARs will be recorded in the GC's inspection report. Follow up actions to CARs will be recorded in the GC's Monthly Progress Report in which a full list of CARs will be maintained so that all parties are kept informed.

d) Monitor Compliance with Environmental Management Plan (EMP)

The GC will review the requirements of the Project Environmental Management Plans prepared by the contractor and will draw up check-lists to be used by GC staff who will be responsible for auditing the contractors' compliance with the EMP. The GC Chief Safety Expert will be responsible for this aspect of the services.

The GC would conduct EMP audits as well as scheduled Inspections.

The results of the EMP audits will be presented in the monthly inspections Reports and summarized in the GC's Monthly Progress Report. The GC will maintain a CAR register dedicated to the EMP.

e) Monitor Compliance with the Safety Management Plan (SMP)

The GC will review the requirements of the various Safety Management Plans prepared by the contractors and will draw up checklists to be used by GC staff who will be responsible for auditing the contractors' compliance with the SMP. The GC Chief Safety Expert will be responsible for this aspect of the GC services.

As with quality, non-conformances, any SMP non-conformances will be identified and recorded and the contractors will be advised through issue of a Corrective Action Request (CAR). Such CARs will be followed up by the GC through to closure.

The GC shall conduct SMP audits as well as scheduled Inspections.

The results of the SMP audits will be presented in the monthly Inspection Reports and summarized in the GC's Monthly Report to HAML. The GC will maintain a CAR Register dedicated to Health & Safety.

f) REVIEW QUALITY ASSURANCE PROGRAMME (QAP) AND SAFETY MANAGEMENT PLAN (SMP) PREPARED BY CONTRACTORS

Quality Assurance Programme

The relevant contractors will prepare the Project Quality Assurance Programme (QAP), which will be reviewed and commented on by the GC and HAML.

Project contractors and suppliers will prepare their own QAPs, which shall comply with the Project QAP and shall be submitted to GC for review.

The GC Chief Quality Assurance & Quality Control Expert will be responsible for this aspect of the GC's services.

These quality plans should reflect the requirements of an ISO 9001 compliant system, which are:

1. Identifying the processes of the Quality Management System to be implemented on the metro system and their application throughout the Project.
2. Determine the sequence and interaction of these processes.
3. Determine the criteria and methods necessary to ensure both operation and control of these processes are effective.
4. Ensure the availability of resources and information to support the operation and monitoring of these processes.
5. Monitor, measure and analyze these processes.
6. Implement actions to achieve the planned results and to continually improve the processes.

The Quality Assurance Plan should:

- Describe the Project, the HAML's vision, and the contractors objectives in implementing the Project.
- Identify the Project participants, including organization charts and directory of key persons.
- Identify and describe the Project documentation.
- Establish the quality assurance plan elements.
- Establish procedures to be followed by all the Project participants, including designers, contractors and suppliers.
- Define processes for reviewing performance and improving processes.

The procedures section of the Quality Assurance Plan should include sections on the following elements:

- Office and Staff Management
- Document Control
- Procurement
- Design Management (Design, Design Checking, Design Reviews)
- Construction Management
- Contract Management
- Commissioning and Testing
- Maintenance of records and quality documentation.

The GC responsibility will be:

- To review these documents and provide comments to HAML.
- Monitor implementation of the plans through regular inspections and audits.

g) Testing and Commissioning Plan

The contractors will prepare a Testing and Commissioning Plan covering:

- Factory Acceptance Tests
- Function Tests
- System Acceptance Tests
- Integrated System Testing and Commissioning Tests
- Oscillation Trials

This Plan will be submitted to the GC for review and approval. It is in the best interest of the Project to involve the Commissioner for Metro Rail Safety (CMRS) in the preparation of the Testing and Commissioning Plan to ensure that all the CMRS requirements are covered. GC would therefore assist HAML in their discussions and liaison with the CMRS and GC's review of the Plan would include ensuring that the CMRS requirements are incorporated.

The conditions precedent to moving from System Acceptance Tests to Integrated System Testing being:

- That all System Acceptance Tests are successfully concluded and any outstanding 'punch list items' are of only a minor nature that do not interfere with the proper functioning of equipment and systems.
- That test results for each system and sub-system are collated and submitted in a rational report format to the GC for review.

GC shall witness all proving and commissioning tests of equipment and plant and a selection of other tests sufficient to satisfy the GC team that the works are implemented in accordance with the various construction/supply contracts.

h) WITNESS TESTS AND PRE-COMMISSIONING TRIALS

GC is responsible for monitoring interfaces and managing function and commissioning tests to verify that the system functions safely and efficiently and complies with all contract requirements.

The GC is responsible for witnessing tests and trials executed prior to commissioning the metro for public operations.

The GC shall:

- Witness all tests carried out on equipment & systems by the Project contractor(s) and suppliers.
- Review and comment on the programme of Integrated System Testing (IST).
- Witness the IST and review IST test reports.
- Review and comment upon the trial running programme with particular emphasis on scenario exercises for emergency situations.
- Witness trial running and review related test reports.

i) REVIEW AND APPROVE SAFETY AND OPERATIONS PLAN

The GC shall review and approve the Safety and Operations Plan prepared by the contractors.

This plan must comply with the contractors' requirements and be in accordance with 'best industry practice'.

The review of the Safety and Operations Plans is an extremely important task that will involve the GC Systems Group and HSE Expert. The GC's effort will be

led by the Chief Systems Integration Expert. The Plans are large documents and their development and review will both be time consuming. It is important to note that the operational philosophy is a key driver of the design of the metro and as such must be established early in the Project cycle. Therefore, upon mobilization, the GC will liaise closely with HAML to develop a programme for preparation and review of the document so that it is developed according to design needs.

j) The Safety and Operations Plan elements are expected to be a part of the performance requirements incorporated into the contractors' agreements, typically these would be as follows.

1. Safety Plan

- a. Safety Criteria
- b. Component / Equipment Failures
- c. Safety Criteria for Operations
- d. Fire Safety
- e. Electrical Safety
- f. Vehicle Operation Safety
- g. Emergency Evacuation from HAML Station/Work site Premises.

2. Operations Manuals

- a. Rule Book
 - i. General Rules
 - ii. Legal Requirements
 - iii. Corporate and Individual Responsibilities
 - iv. Adherence to Rules and Orders
 - v. Staff Standards
- b. Normal Operations Plan (OCC, Station, Depot)
 - i. Traffic Levels
 - ii. Frequency of Service
 - iii. Timetable Concept
 - iv. Special Occasions
 - v. Dispatching of Trains
 - vi. Station Operations
 - vii. Passenger Information
 - viii. Public Address Announcements
 - ix. Station Security
 - x. Fare Collection.
- c. Degraded Operations Plan (OCC, Station, Depot)
 - i. Power Supply Failures
 - ii. Control Centre Failure
 - iii. Signaling Failures
 - iv. Telecommunications Failures
 - v. Rolling Stock Failures
 - vi. Track Failures
 - vii. Recovery Actions
 - viii. Blocked Line
 - ix. Station Related Failures
 - x. Trespassers on Track.

- d. Emergency Operating Plans (OCC, Station, Depot)
 - i. Passenger Safety
 - ii. Liaison with External and Internal Emergency Services
 - iii. Incident Manager
 - iv. Line Blockage
 - v. Controlled Evacuation
 - vi. Passenger Declared Emergency
 - vii. Fire on Train
 - viii. Bomb and Terrorist Threat
 - ix. Station Evacuation.
- 3. Organization and Staffing
 - a. Organizational Structure
 - b. Job Descriptions
 - c. Personnel Requirements
 - d. Recruitment
 - e. Training Plan
 - f. Training Implementation
 - g. Quality and Certification of Staff
 - h. Staff Discipline.

The GC will require relevant contractors to submit these plans in stages as they are developed, with the first submission being the document outline. This outline will be immediately reviewed by the GC to ensure that all requirements are covered.

k) REVIEW OPERATIONS AND MAINTENANCE MANUALS AND DISASTER MANAGEMENT MANUAL

Operations and Maintenance Manuals (for Rolling Stock, Equipment and Systems) Availability

Operations and Maintenance Manuals for installed equipment and systems must be available at the start of System Integrated Testing and preferably at the commencement of Function Testing. They are also required for staff training. The GC is required to review and approve all such manuals and will also ensure that HAML/contractors' programmes are consistent with meeting the above timeline for finalization of the manuals.

Responsibility for Preparation

These manuals shall be prepared by the contractors and approved by GC before being furnished to HAML for its review and approval.

GC Review

The equipment O&M manuals comprise of two parts – (i) operation manual and (ii) maintenance manual – and they must cover all aspects of the Project: civil/structural/architecture, building services, M&E, Rolling Stock (including Driver's Manual) and Depot. The GC shall review the documents:

Key components of the O&M Manual are:

- Asset List
- Spare Parts Lists and recommended spare parts holdings.

The GC will compare the recommended spares holdings with the spares requirements suggested by the RAMS statements and with the reliability and maintainability data yielded by the trial running.

16.11 SHE Inspections

The GC shall evolve and administer a system of conducting SHE inspections and other risk management analysis on a periodical basis.

The purpose of SHE inspection is to identify any variation in construction activities and operations, machineries, plant and equipment and processes against the SHE Plan and its supplementary procedures and programs.

Following SHE inspections program shall be adopted by the GC:

- i) Planned General Inspection
- ii) Routine Inspection
- iii) Specific Inspection
- iv) Other Inspection.

16.11.1 Specific Inspection

Specific inspections will be performed on activities without a predetermined date. Safety Engineer will perform inspections for ensuring whether the activities are executed in accordance with a general set of rules; method statement submitted developed procedures and the SHE plan prepared by the relevant contractor.

The following are examples of what will be commonly performed as required on the construction site:

- i) Inspection performed before a heavy lifting operation.
- ii) Inspection performed before and after the entry of person into a confined space,
- iii) Inspection performed before and after a welding and gas cutting operation,
- iv) Inspection of formwork before concreting by formwork erector.

The list mentioned above is not exhaustive. The GC & contractors shall ensure that a competent supervisor inspects all high---risk processes and activities.

16.11.2 Other Inspection

Other inspections include the following:

- i) Mandatory inspections by Labour Department of the Government.
- ii) Contractors' site SHE management team.

16.12 Monitoring of resources for HSE implementation

The GC will check that the persons deployed by the contractor are adequate and qualified as specified in approved SHE manual.

16.12.1 Monitoring of Resources --- The GC will ensure that the following PPEs are provided by the contractors to workmen to protect against safety and/or health hazards:

- i) Head Protection (Safety helmets)
- ii) Foot Protection (Safety footwear, Gumboot, etc.)
- iii) Body Protection (High visibility clothing (waistcoat/jacket), Apron, etc.)
- iv) Personal fall protection (Full body harness, Rope---grip fall arrester, etc.)
- v) Eye Protection (Goggles, Welders glasses, etc.)
- vi) Hand Protection (Gloves, Finger coats, etc.)
- vii) Respiratory Protection. (Nose mask, Scabs', etc.)
- viii) Hearing Protection (Ear plugs, Ear muffs, etc.)

16.13 Documentation and Communication

GC will prepare an audit report and directly send it to HAML within 7 days of conducting the audit. The Audit Report will contain:

- a) Executing summary --- Based on the finalized checklists as written and the findings to HAML by the audit team members. The audit leader will compile a concise and accurate summary of observations and findings.
- b) Introduction --- This will contain basic information regarding the facilities of the organization audited, the specific audit dates (inclusive of those for preparation and post---audit activities).
- c) Principal positive findings --- This will contain the summary of positive aspects as observed by the auditors. It will also contain highlights of those issue, which may warrant dissemination as best practice regarding methodology used or achievement.
- d) Audit Findings --- All audit findings as detailed in the audit checklists shall be grouped together as priority 1 and 2 as detailed below in a separate listing.

Priority 1: Actions to rectify gaps or weakness should generally be implemented within a maximum of two weeks, if risk potential is high or unacceptable.

Priority 2: Actions should be generally implemented or rectified within a maximum of 3 - 4 weeks, which if not rectified would create a likelihood of minor injury or business loss.

16.14 Remedial Measures

- a) The GC shall inspect the site immediately after 14 days of conducting initial audit for checking the adequacy of implementation of items mentioned under priority 1 by the contractor and shall submit a conformity / non---conformity report to HAML.

- b) The auditor shall again inspect after 28 days of conducting initial audit for checking the adequacy of implementation of items mentioned under priority 2 by the contractor and shall submit a conformity / non---conformity report to HAML.
- c) In case of non---conformity of items mentioned by auditor, HAML shall take necessary steps including stoppage of work and or imposing any penalty in order to ensure the item mentioned is implemented.

16.15 METHODOLOGY

16.15.1 Not used

16.15.2 Deployment of Key Personnel

- a) Key Personnel shall be deployed on need basis and the work on the Assignment shall commence within 15 days of the Letter of Award of the Assignment in a progressive manner.
- b) Formulation of QSMP --- The QSMP shall be prepared and adopted within 15 days of Commencement of the Assignment.
- c) Even prior to the preparation and approval of the QSMP activities as envisaged shall commence concurrent to the work schedule of the contractors within 15 days of the Letter of Award of the Assignment.

SCHEDULE – 2

(See Clause 2.1.3)

Agreement

for

Appointment of General Consultant

for

HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana

CONTENTS

1. General

- 1.1 Definitions and Interpretation
- 1.2 Relation between the Parties
- 1.3 Rights and Obligations
- 1.4 Governing law and jurisdiction
- 1.5 Language
- 1.6 Table of contents and headings
- 1.7 Notices
- 1.8 Omitted
- 1.9 Authority of the Lead Member
- 1.10 Authorised representatives
- 1.11 Taxes and duties
- 1.12 Representations and Warranties

2. Commencement, Completion and Termination of Agreement

- 2.1 Effectiveness of Agreement
- 2.2 Commencement of Services
- 2.3 Termination of Agreement for failure to commence Services
- 2.4 Expiration of Agreement
- 2.5 Entire Agreement
- 2.6 Modification of Agreement
- 2.7 Force Majeure
- 2.8 Suspension of Agreement
- 2.9 Termination of Agreement

3. Obligations of the General Consultant

- 3.1 General
- 3.2 Conflict of Interest
- 3.3 Confidentiality
- 3.4 Liability of the General Consultant
- 3.5 Insurance to be taken out by the General Consultant
- 3.6 Accounting, inspection and auditing

CONTENTS

- 3.7 General Consultant's actions requiring the Authority's prior approval
- 3.8 Reporting obligations
- 3.9 Documents prepared by the General Consultant to be property of the Authority
- 3.10 Equipment and materials furnished by the Authority
- 3.11 Providing access to the Project Office and Personnel
- 3.12 Accuracy of Documents

4. General Consultant's Personnel and Sub-Consultant

- 4.1 General
- 4.2 Deployment of Personnel
- 4.3 Approval of Personnel
- 4.4 Substitution of Key Personnel
- 4.5 Working hours, overtime, leave etc.
- 4.6 Resident Team Leader and Project Manager
- 4.7 Sub-Consultants
- 4.8 Deployment of Personnel
- 4.9 Non-deployment of Personnel

5. Obligations of the Authority

- 5.1 Assistance in clearances etc.
- 5.2 Access to land and property
- 5.3 Change in Applicable Law
- 5.4 Payment

6. Payment to the General Consultant

- 6.1 Cost estimates and Agreement Value
- 6.2 Currency of payment
- 6.3 Mode of billing and payment

7. Liquidated damages and penalty

- 7.1 Performance Security
- 7.2 Liquidated Damages

CONTENTS

7.3 Penalty for deficiency in services

8. Fairness and Good Faith

8.1 Good Faith

8.2 Operation of the Agreement

9. Settlement of Disputes

9.1 Amicable settlement

9.2 Dispute resolution

9.3 Conciliation

9.4 Arbitration

10 Miscellaneous

ANNEXES

Annex 1: Terms of Reference

Annex 2: Deployment of Personnel

Annex 3: Estimate of Personnel Costs

Annex 4: Approved Sub-Consultant(s)

Annex 5: Cost of Services

Annex 6: Payment Schedule

Annex 7: Bank Guarantee for Performance Security

Annex 8: Responsibilities of Key Personnel

AGREEMENT

Appointment of General Consultant for HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana Agreement No. _____

This AGREEMENT (hereinafter called the “**Agreement**”) is made on this _____ day of _____ 2026, between,

- (1) The Government of Telangana represented by the Managing Director, Hyderabad Airport Metro Limited and having its principal offices at Metro Rail Bhavan, Begumpet, Hyderabad–500003, Telangana (hereinafter called the “**Authority**” which expression shall include their respective successors and assigns, unless the context otherwise requires) and;
- (2) _____, a company duly incorporated under the laws of [] and having its registered office at _____ (hereinafter called the “**General Consultant**” which expression shall include their respective successors and permitted assigns).

[**Note:** If the General Consultant is a JV/ Consortium, the above to be amended as follows:

“(2) a Joint Venture [name of the JV] consisting of the following entities, each member of which will be jointly and severally liable to the Authority for all the General Consultant’s obligations under this Agreement, namely, [name of member], [name of member] and [name of member] (hereinafter referred to as the “**General Consultant**”).”]

The General Consultant and the Authority are individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS

- (A) The Authority vide its Request for Proposal No 2447/CPM/GM(P)/ADE(C)/HAML/Phase-II - Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns)/2026 for 63 km (Package-I) dated 11.08.2026. (“**RfP**”) for Appointment of General Consultant (GC) for HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta

(7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana (hereinafter called the “**Project**”) invited certain entities which were pre-qualified pursuant to the RfP document No. 2447/CPM/GM(P)/ADE(C)/HAML/Phase-II - Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns)/2026 for 63 km (Package-I) dated 11.08.2026 to submit their technical and financial proposal in accordance with the terms of the RfP for selection for appointment as General Consultant so as to provide the Services (as defined hereinafter) in relation to the Project;

- (B) The General Consultant submitted its technical and financial proposal (collectively the “**Proposal**”) in response to the said RfP, whereby the General Consultant agreed to provide the Services to the Authority on the terms and conditions as set forth in this Agreement;
- (C) The General Consultant has represented to the Authority that it has due skill, expertise and the manpower required to undertake the work in accordance with the RfP and this Agreement and to provide the Services in accordance with the attached Terms of Reference and this Agreement;
- (D) The Authority, on the basis of the submissions and representations made by the General Consultant in its Proposal submitted pursuant to the RfP and during the Selection Process in terms of the RfP, selected it as the General Consultant and awarded the Consultancy to the General Consultant vide its Letter of Award dated _____ (the “**LOA**”); and
- (E) In pursuance of the LOA, and as per the requirements of the RfP, the Parties have agreed to enter into this Agreement to set out their respective rights and obligations in relation to the provision of the—Services by the General Consultant.

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) “Agreement” means this Agreement, together with all the Annexes, and any amendments thereto made in accordance with the provisions of this Agreement;
- (b) “Agreement Value” shall have the meaning set forth in Clause 6.1.2;
- (c) “Applicable Laws” means all the laws, rules, regulations and notifications made thereunder and any other instruments, including judgments, decrees, writs and orders of any court of competent jurisdiction, having the force of law in India as they may be issued and in force from time to time;
- (d) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- (e) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of RfP;
- (f) “Dispute” shall have the meaning set forth in Clause 9.2.1;
- (g) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) “Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;
- (i) “Government” means the [Government of Telangana];
- (j) “Governmental Instrumentalities” means any department, division or sub-division of the Government of India or the Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government of India or the Government, as the case may be, and having jurisdiction over all or any part of the Rail System or the performance of all or any of the Services or obligations of the General Consultant under or pursuant to this Agreement;
- (k) “INR, Re. or Rs.” means Indian Rupees, the lawful currency in the Republic of India;
- (l) “Key Personnel” shall mean the personnel mentioned in Annex 9 hereof.
- (m) “Man Day” shall mean a period of 8 hours.
- (n) “Man Month” shall mean a period of 25 Man Days.
- (o) “Personnel” means collectively, the Key Personnel, the other Professional Personnel and the Support Personnel;
- (p) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;

- (q) “Services” means the work to be performed by the General Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) “Sub-Consultant” means any entity to which the General 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 Authority, the General 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 part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RfP; and
- (d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the General Consultant. The General Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services (including without limitation, the Key Personnel and the Personnel of any Sub-consultant) and shall be fully responsible and liable for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the General Consultant shall be as set forth in the Agreement; in particular:

- (a) the General Consultant shall carry out the Services in accordance with the provisions of the Agreement; and

- (b) the Authority shall make payments, upto a maximum amount equal to the Agreement Value, to the General 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 language.

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 General Consultant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the General Consultant's Representative set out below in Clause 1.10 or to such other person as the General Consultant may from time to time designate by notice to the Authority; 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 email to the number or email address, as the case may be, as the General Consultant may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the General Consultant; provided that if the General Consultant does not have an office in Hyderabad it may send such notice by facsimile 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.

1.8 Omitted

1.9 Joint and Several Liability and Authority of the Lead Member

- 1.9.1 If the General Consultant is a JV/ consortium, each Consortium Member agrees and acknowledges that all the Consortium Members shall be jointly and severally liable to the Authority for the performance of this Agreement and for all obligations and liabilities relating to the Services. Without prejudice to the foregoing, the Authority shall be entitled to terminate this Agreement in the event of any change in the structure or composition of the JV/ consortium during the term of this Agreement, including the Lead Member ceasing to act as such.
- 1.9.2 If the General Consultant is a JV/ consortium, without prejudice to the joint and several liability of all the Consortium Members, each Member agrees that it shall exercise all rights and remedies under this Agreement through the Lead Member and the Authority shall be entitled to deal with such Lead Member as the representative of all Consortium Members. The Lead Member shall act on behalf of the Consortium Members in exercising the General Consultant's rights and performing its obligations towards the Authority under this Agreement, including without limitation, the receiving of instructions and payments from the Authority. The Lead Member shall have the obligation to ensure that the Key Personnel are available at all times during the term of this Agreement for the performance of the Services in accordance with the requirements of the RFP, TOR and the terms and conditions contained herein.
- 1.9.3 Each Member agrees and acknowledges that, notwithstanding anything to the contrary in any agreement or arrangement between the Consortium Members:
 - (i) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Member on any matters related to this Agreement shall be deemed to have been done, omitted or made on behalf of the Consortium Member and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Lead Member;
 - (ii) invoices for the Services performed by the General Consultant shall be prepared and submitted by the Lead Member and the Authority shall release payments solely to the Lead Member and the Authority shall not in any manner be responsible or liable for the *inter se* allocation of payments, works etc. among the Consortium Members. For the

avoidance of doubt, it is hereby clarified that the Authority shall have no payment obligation or other obligation arising from the RFP or this Agreement to any Consortium Members other than the Lead Member; and

- (iii) any notice, communication, information or documents to be provided to the General Consultant by the Authority or its contractors/ other consultants shall be delivered to the authorized representative of the Lead Member and any such notice, communication, information or documents shall be deemed to have been delivered to all the Consortium Members.}

1.10 Authorised 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 the Authority or the General Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authorised Representative. Unless otherwise notified, the Authorised Representative shall be:

Mr. Sarfaraz Ahmad, IAS,
Managing Director
Hyderabad Airport Metro Limited,
Metro Rail Bhavan, Begumpet, Hyderabad - 500003.
Phone: +91-40-23388580
Email: md@hmrl.co.in

1.10.3 The General Consultant may designate one of its employees as General Consultant's Representative. Any communication or document required to be signed by the General Consultant shall be valid and effective only if signed by the General Consultant's Representative. Unless otherwise notified, the General Consultant's Representative shall be:

Tel: -----
Fax: -----

1.11 Taxes and duties

The General Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall be entitled to deduct all such taxes as may be required by Applicable Laws from any payments to be made to the General Consultant.

1.12 Representations and Warranties

The General Consultant represents and warrants to the Authority that:

- (a) it is duly organised and validly existing under the laws of [insert jurisdiction], and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) 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;
- (d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (e) the information furnished in the Proposal and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association [or those of any Consortium Member] or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order which it or any Consortium Member is bound by or a party to;
- (g) 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;

- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (i) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (j) no representation or warranty by it contained herein or in any other document furnished by it to the Authority, the Government or to any Government Instrumentality contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (k) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing appointment as the General Consultant for the Project or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Government in connection therewith; and
- (l) the Key Personnel with estimated Man Months of 12 (twelve) or more are full time permanent employees of the General Consultant {or of its Associates or its Consortium Members, as the case may be}.

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, the Authority hereby appoints the General Consultant to perform the Services and the General Consultant hereby accepts such appointment and agrees to perform the Services. The General Consultant shall

commence the Services within a period of 15 (fifteen) days from the Effective Date, or such later date as may be notified by the Authority.

2.3 Termination of Agreement for failure to commence Services

If the General Consultant does not commence the Services to the satisfaction of the Authority, within the period specified in or notified under Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the General Consultant, terminate this Agreement, and in the event of such termination, the Bid Security of the General Consultant shall stand forfeited.

2.4 Expiration of Agreement

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

- (a) expiry of 4 years from the Effective Date; or
- (b) upon the completion of all Services..

2.5 Entire Agreement

2.5.1 No amendment or modification to the Agreement 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 General Consultant as may be set out in the RfP shall be deemed to be incorporated in this Agreement and shall continue to subsist.

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 4.2.3 and Clause 6.1.3 hereof, however, each Party agrees that it 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, confiscation or any other 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 fulfil 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 fulfil 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 fourteen (14) 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 minimise 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 Costs

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 thirty (30) days after the General 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

2.8.1 Suspension of Payments

The Authority may, by written notice of suspension to the General Consultant, suspend all payments to the General Consultant hereunder if the General Consultant shall be in breach of this Agreement or shall fail 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 General Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the General Consultant of such notice of suspension.

2.8.2 Suspension of Services

- (a) In case the Authority suspends the entire work on the Project for a continuous period of more than 3 months, the Authority may by notice in writing require the GC to wind-up all operations temporarily in respect of the Services. The GC shall be given a maximum of 3 months for temporarily winding up all the activities and placing the Services obligations under suspension.

- (b) During the period of suspension of the Services, no payments shall be made by the Authority to the GC, except in respect of Services rendered prior to the commencement of the suspension. Prior to the expiry of the six month period (commencing from the date of suspension of the entire works on the Project) the GC shall complete all pending reports and deliverables and submit the same to the Authority.
- (c) During the aforesaid six month period commencing from the date of suspension of the entire works on the Project, the GC shall not deploy any of the Professional Personnel for the performance of Services except those required for completing the formalities of reporting and records, and payment during such 6 month period shall be made only for such essential Professional Personnel.
- (d) In the event that such suspension of the Services continues for a period of more than 180 continuous days, the GC shall be paid reasonable direct demonstrable demobilization and mobilization charges, as approved by the Authority.
- (e) Where the suspension continues for a continuous period of more than 180 days, immediately upon the resumption of work under the Agreement, the suspension on the Project shall stand removed and the GC shall resume provision of Consultancy Services within a period of 30 days. In all other cases, the resumption Services shall occur forthwith on resumption of work on the Project. Immediately upon the resumption of work under the Agreement, the suspension on the Project shall stand removed and the GC shall forthwith commence provision of Consultancy Services.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than thirty (30) days' written notice of termination to the General 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 General 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 2.8.1 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the General 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 General Consultant is admitted by the relevant court or tribunal;

- (c) the General Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the General Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the General Consultant knows to be false, incorrect or misleading;
- (e) any document, information, data or statement submitted by the General Consultant in its Proposals, based on which the General Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the General Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (g) occurrence of any event for which the Authority is entitled to terminate the Agreement/ appointment of the General Consultant; or
- (h) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the General Consultant

The General Consultant may, by not less than thirty (30) days' written notice to the Authority, 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) the Authority fails to pay any money due to the General Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within forty-five (45) days after receiving written notice from the General Consultant that such payment is overdue;
- (b) as the result of Force Majeure, the General Consultant is unable to perform a material portion of the Services for a period of not less than one hundred and eighty (180) consecutive days; or
- (c) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 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 Termination, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the General Consultant's obligation to permit inspection, copying and auditing of its accounts and records as set forth in Clause 3.6 (b) hereof.

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 General 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 General Consultant and equipment and materials furnished by the Authority, the General Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the General Consultant (after offsetting against these payments any amount that may be due from the General Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable direct documented costs incidental to the prompt and orderly termination of the Agreement.

3. OBLIGATIONS OF THE GENERAL CONSULTANT

3.1 General

3.1.1 Standards of Performance

The General 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.

3.1.2 Terms of Reference

The scope of Services to be performed by the General Consultant are specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The General Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The General 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 General 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 General Consultant are required, the General Consultant shall promptly obtain the same at its own cost and expense.

3.2 Conflict of Interest

3.2.1 The General Consultant, its other consortium members and Associates of any of them shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Not used

3.2.3 Prohibition of conflicting activities

Neither the General Consultant , its other consortium members, Associates of any of them nor any 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 General Consultant not to benefit from commissions, discounts, etc.

The remuneration of the General Consultant pursuant to Clause 6 hereof shall constitute the General Consultant's sole remuneration in connection with this Agreement or the Services and the General 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 General Consultant shall ensure that its Associates, other consortium member(s), Associates of consortium members, Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The General Consultant and the Personnel shall observe the highest standards of ethics and have not 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, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the General Consultant, without being liable in any manner whatsoever to the General Consultant, if it determines that the General 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, the Authority shall forfeit and appropriate the Performance Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the General Consultant or any of the Personnel is found by the Authority 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 General Consultant shall not be eligible to participate in any tender or RfP issued during a period of 2 (two) years from the date the General Consultant is found by the Authority 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 the Authority 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 the Authority, 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 the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the 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 the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the 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 General 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 the Authority.

The General Consultant shall not and shall cause its other consortium members, Associates of any of them, its Sub-Consultants and the Personnel to 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 the Authority or any of the contractors, suppliers, manufacturers etc. working for the Project to the General Consultant, its Sub-Consultants and the Personnel, or created by the General Consultant under this Agreement; any information provided by or relating to the Authority, or any of its contractors, suppliers, manufacturers etc., their technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the General 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 the Authority.

Notwithstanding the aforesaid, the General 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 General 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 General 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 Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the General Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt

written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

- (iv) is provided to the professional advisers, agents, auditors or representatives of the General Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the General 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 General Consultant

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

3.4.2 General Consultant's liability towards the Authority

The General Consultant hereby warrants that all Services provided by it shall be in accordance with the requirements of the TOR, this Agreement, Applicable Law and the requirements of good industry practice. The General Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it, and/or for any direct loss or damage accrued or likely to accrue due to any act or omission of the General Consultant.

3.4.3 The Parties hereto agree that except in case of negligence or wilful misconduct on the part of the General Consultant or on the part of any person or firm acting on behalf of the General Consultant in carrying out the Services, the General Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds the aggregate of (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, and (b) the proceeds the General Consultant may be entitled to receive from any insurance maintained by the General Consultant to cover such a liability in accordance with Clause 3.5.2.

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

3.5 Insurance to be taken out by the General Consultant

- 3.5.1 (a) The General Consultant shall take out and maintain, and shall cause its other consortium members and any Sub-Consultant to take out and maintain, at its (or the other consortium members or Sub-Consultant's, as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as shall be specified in the Agreement and in addition shall maintain all insurances required to be maintained 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 this clause, the General Consultant shall and shall cause the other consortium members and Sub-Consultants to furnish to the Authority, 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 General Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the General 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 General Consultant, and the General Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) The insurance policies so procured shall mention the Authority as the beneficiary of the General Consultant and the General Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the General Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the General 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) Higher of Third Party liability insurance as required under Applicable Laws and the Third Party liability insurance with a minimum coverage of Rs. 1 cr. (Rs. one crore) for the period of this Agreement.

- (b) Professional Liability Insurance for a minimum coverage equal to the Agreement Value.
- (c) The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than equivalent of the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.
- (d) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the General Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

All insurances and policies should start no later than the date of commencement of Services and remain effective as per relevant requirements of the Agreement.

3.6 Accounting, inspection and auditing

The General Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided hereunder, in accordance with generally accepted accounting principles in India and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the General Consultant’s costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 General Consultant’s actions requiring the Authority's prior approval

The General Consultant shall obtain the Authority'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 the Authority prior to the execution of the

subcontract, and (ii) that the General 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 may be specified in this Agreement.

3.8 Reporting obligations

The General Consultant shall submit to the Authority 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 General Consultant to be property of the Authority

3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the General Consultant, its Sub-Consultants or their personnel or any other person in performing the Services shall become and remain the property of the Authority and all intellectual property rights in all such documents shall vest with the Authority. Any such document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such document is created and the General Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the General Consultant and the General Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The General Consultant may retain a copy of such documents, but shall not be permitted to use the same except for the provision of Services. Restrictions about the future use of these documents shall be as specified in the Agreement.

3.9.2 The General Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority. The General Consultant shall hold the Authority 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 any such documents, or due to any breach or failure on part of the General 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 the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the General Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the General Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the General Consultant shall, unless otherwise instructed by the Authority in writing, insure them at its own cost in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The General Consultant shall ensure that the Authority, and officials duly authorized by the Authority, are provided unrestricted access to all offices of the General Consultant where Services are being provided, and to all Personnel during office hours. The Authority and any such official authorized by the Authority shall have the right to inspect the Services in progress, interact with Personnel deployed by the General Consultant and verify the records for its satisfaction.

3.12. Accuracy of Documents

The General Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, 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 the Authority against any inaccuracy in its work which might surface during implementation of the Project. The General Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

The General Consultant further agrees that it shall indemnify the Authority against any loss or damage to property or injury or death of any personnel resulting from or which is a consequence of any act or omission of the General Consultant in relation to the Services.

4 GENERAL CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

Towards performance of its obligation to provide the Services to the Authority, the General Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out such Services. The Key Personnel of the General Consultant shall provide the specific components of the Services in accordance with Annex 8 of this Agreement. For the avoidance of doubt, it is clarified that the General Consultant's obligation to provide the

Services is not limited to provision of Key Personnel and notwithstanding the provision of such Key Personnel, the General Consultant shall remain fully liable to perform 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 General 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 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the General Consultant by written notice to the Authority, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty percent) or one week, whichever is greater, and (ii) that the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the prior written approval of the Authority.
- 4.2.3 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 the Authority and the General 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 Professional Personnel

- 4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the General Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RfP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the General Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within fourteen (14) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

- (i) The Authority expects all the Key Personnel to be available during first year of implementation of the Agreement. During the first year of the Agreement, the Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 10% (ten per cent) of the remuneration specified for the original Key Personnel for the first three months from the date of such substitution of Key Personnel shall be deducted from the payments due to the General Consultant. In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent) of the remuneration specified for the original Key Personnel for the first three months from the date of such substitution.
- (ii) Substitution of Key Personnel when he is working with the General Consultant or its consortium member will not be accepted under any circumstances.
- (iii) Substitution of Key Personnel can be permitted after first year of the Agreement, if the Key Personnel is not available for reasons of any incapacity or due to health or due to resigning from the employment of the General Consultant or its consortium member, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Such substitution shall however be limited to two in each year. There will not be any deduction for the substitutions from second year onwards where such substitution is limited to two in each year. In the event the Authority permits substitution of more than two Key Personnel in a year, a sum equal to 20% of the remuneration specified for the original Key Personnel for the first three months from the date of substitution of such Key Personnel shall be deducted from the payments due to the General Consultant, for every substitution exceeding the limit of two Key Personnel.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the General Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the Man Days of service set forth in Annex-2. Taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the General Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Resident Team Leader and Project Manager

The person designated as the Team Leader of the General Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the General Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority for the purposes of providing the Support Personnel. The General Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Support Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the General Consultant under this Clause 4. For the avoidance of doubt, it is hereby clarified that the Sub-Consultant shall only be entitled to provide the Support Personnel.

4.8 Deployment of Professional Personnel

The GC shall, prior to deployment of any Key Personnel or other Professional Personnel, to provide the Services, seek and obtain prior written consent of the Authority for such deployment and for the duration of the deployment. For the purposes of computing the payments due to the GC, only the time expended by deployed Key Personnel or other Professional Personnel who have been authorized by the Authority shall be considered. All the payments to be made to the Key Personnel or other Professional Personnel shall be deliverables based in performing the Services. The GC further agrees that any deployed Key Personnel or other Professional Personnel who have been deployed after the authorization of the Authority, shall only be demobilized with prior written consent of the Authority.

4.9 Non-deployment of Personnel

In the event that the GC fails to deploy any Key Personnel or Professional Personnel as may be required for provision of the Services in accordance with the requirements of this Agreement and the MSS, the Authority shall have the right to levy liquidated damages as under:

- (i) for each day of delay or failure to deploy Key Personnel upto a period equal to 20% of the total Man-month period allocated for such Key Personnel as specified in Annex 3 hereof: 1 % of the total amount

attributable to that Key Personnel per day determined as per Annex 3 hereof.

- (ii) for each day of delay or failure to deploy Key Personnel for a period beyond 20% and upto 40% of the total Man-month period allocated for such Key Personnel as specified in Annex 3 hereof: 2% of the total amount attributable to that Key Personnel per day determined as per Annex 3 hereof.
- (iii) for any delay or failure to deploy Key Personnel beyond a 2 month period of the date on which such Key Personnel is required to be present, the Authority shall be entitled to take suitable remedial actions or to terminate this Agreement, for an GC Event of Default and appropriate the Performance Security.

For the avoidance of doubt, the Authority shall have the right to recover such liquidated damages by invoking, and appropriating from, the Performance Security or otherwise.

The GC acknowledges that where Services are provided in a subsequent year of the Assignment Period to the year in which the Services were initially requested, on account of a delay in deployment, the GC shall not be entitled to escalation of rates for the component of the delayed Services. The rights of the Authority under this Clause 4.9 shall be, without prejudice to its other rights under the Agreement, RfP or at law.

- 4.10 The General 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 THE AUTHORITY

5.1 Assistance in clearances etc.

- (a) Unless otherwise specified in the Agreement, the Authority shall assist the General Consultant in obtaining from the relevant government instrumentality:
 - (i) work permits for and such other documents as may be necessary to enable the General Consultant, its Sub-Consultants or Personnel to perform the Services; and
 - (ii) prompt clearance through customs of any property required for the Services.

- (b) The Authority shall issue to officials, agents and representatives of the Authority 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

The Authority warrants that the General Consultant shall have, reasonable access to the Site in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the General Consultant as and when so required, the Parties shall agree on 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 of India with respect to taxes and duties (other than any taxes and duties which are assessed with reference to income of the General Consultant) which increases or decreases the cost or reimbursable expenses incurred by the General Consultant in performing the Services, 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 General 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 General Consultant under this Agreement, the Authority shall make to the General Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE GENERAL CONSULTANT

6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the General Consultant is set forth in Annex-5 of the Agreement.
- 6.1.2 Subject to Clauses 6.1.3 and 6.1.4, 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. (Rs.).
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 , the Parties agree that additional payments

shall be made to the General 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.

- 6.1.4 The Man Day Rate quoted by the General Consultant as part of its Financial Proposal in response to the RfP shall be firm for the first one year of the Assignment Period. Subsequent to the first year of the Assignment Period and for the remainder of the initial 3 (three) year term of the Assignment Period, the rate paid by the Authority to the GC shall be escalated every year at 5% on a non-compounded basis on the rate for the first year of the Assignment Period. In case the Services are required to be provided beyond the contemplated 3 (three) year Assignment Period, the rate to be paid to the GC by the Authority shall similarly be escalated at the rate of 5% per annum on non-compounded basis on the rate for the first year of the Assignment Period. The Authority shall in no event be required to pay the GC any sum in excess of the aforesaid amounts.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The General 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) Not used.
- (b) The General Consultant shall be paid for its Services as per the Payment Schedule at Annex-6 of this Agreement, subject to the General Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the General Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the General Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the General Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date"). Interest at the rate of 6% (six per cent) per annum shall become payable as from

the Due Date on any undisputed amount due by, but not paid on or before, such Due Date.

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the General Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final report and final statement shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the General Consultant specifying in detail, the deficiencies in the Services, the final report or final statement, as the case may be. The General 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.
- (e) Any amount which the Authority 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 General Consultant to the Authority within 30 (thirty) days after receipt by the General Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report and a final statement in accordance with Clause 6.3 (d). Any delay by the General Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum. Without prejudice to the right of the Authority to claim re-imbursement of any additional amounts as per this sub-clause (e), the Authority retains the right to set-off any such amounts from future payments to be made by the Authority to the General Consultant.
- (f) All payments to be made to the General Consultant under this Agreement shall be made to the account of the General Consultant as may be notified to the Authority by the General Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 3% (three percent) of all the amounts due and payable to the General Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the General

Consultant at the end of three months after the expiration of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the Parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments or set-off against any amounts due and payable to the General Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

- 7.1.2 The General Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee for an amount equal to Rs 50 lakh, substantially in the form specified at Annex-7 of this Agreement. The Bank Guarantee shall be retained by the Authority till expiry of twelve months commencing from the date of expiry of this Agreement.

7.2 Damages

7.2.1 Damages for error/variation

In case any error or variation is detected in any work undertaken or any reports submitted by the General Consultant, the damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the General Consultant by way of damages, subject to Clause 3.4 above. The Authority shall be entitled to recover the same by appropriation from the Performance Security or otherwise. The foregoing obligation to pay liquidated damages shall be without prejudice to the Authority's right to terminate the Agreement.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services (or any individual component thereof), liquidated damages of an amount equal to 0.05% (zero point zero five percent) of the Agreement Value for every week of delay, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and the Authority shall be entitled to recover the same by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the General Consultant, suitable extension of time shall be granted. The foregoing obligation to pay liquidated damages shall be without prejudice to the Authority's right to terminate the Agreement.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the General Consultant in the event of breach of this Agreement or for recovery of damages or liquidated damages, as the case may be, as specified in this Clause 7.2.

7.3 Penal Action for deficiency in Services

In addition to the damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the General Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 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.

9.2 Dispute resolution

9.2.1 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 9.3.

9.2.2 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.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Managing Director, Hyderabad Airport Metro Limited, Government of Telangana and the Chairman of the Board of Directors of the General Consultant 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 9.2.1 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 9.4.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (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 at Hyderabad and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the General Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The General Consultant and the Authority agree that an Award may be enforced against the General Consultant, and its assets wherever situated.
- 9.4.5 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.

10. Miscellaneous

- 10.1 This Agreement shall not be assigned by the General Consultant to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.
- 10.2 Notwithstanding anything to the contrary contained in this Agreement, any termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract.

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

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of		For and on behalf of	
General Consultant:		Government of *****	
	(Signature)		(Signature)
	(Name)		(Name)
	(Designation)		(Designation)
	(Address)		(Address)
	(Fax No.)		(Fax No.)
In the presence of:			
1.		2.	

Annex 1

Terms of Reference

(Reproduce as per Schedule-1 of RfP)

Annex 2

Deployment of Personnel

(Reproduce as per Form - 13 of Appendix-I)

Annex 3

Estimate of Personnel Costs

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

Annex 4

Approved Sub-Consultant(s)

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

Annex 5

Cost of Services

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

Annex 6

Payment Schedule

The payments shall be made to the General Consultant as per the Man-Months rate as the contract for appointment of General Consultant is time based. The actual payments shall be made as per the actual Man-Months utilized on monthly basis

Annex 7

Bank Guarantee/Insurance Surety Bond for Performance Security

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

In consideration of Government of Telangana represented by the Managing Director, Hyderabad Airport Metro Limited and having its principal offices at Metro Rail Bhavan, Begumpet, Hyderabad-500003, Telangana (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) having entered into an agreement dated [] (hereinafter referred to as the "**Agreement**") with M/s, having its office at [insert details of the JV/ consortium in case the General Consultant is a JV/ consortium] (hereinafter referred as the "General Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), for its appointment as General Consultant for HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana. In terms of the Agreement the General Consultant has agreed to furnish a Bank Guarantee/Insurance Surety Bond for Rs. (Rupees) to the Authority for the due performance of the said Agreement.

1. We, ... (hereinafter referred to as the "Bank") at the request of the General Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) for any default of or breach or failure to perform by the said General Consultant of any of the terms or conditions contained in the said Agreement, including for recovery of any liquidated damages under 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, reservation, recourse, contest or protest merely on the first demand from the Authority 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 the Authority due to a default of or breach by the said General Consultant of any of the terms or conditions contained in the said Agreement or by reason of the General 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. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

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

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

5. 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 of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said General 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 [one year] from the date of expiry of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

6. the Bank further agree that the Authority shall have the fullest liberty without requiring our consent and without affecting in any manner our liability and obligations hereunder to vary at any time any of the terms and conditions of the said Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the General Consultant contained in the Agreement or to postpone for any time and from time to time any of the rights and powers exercisable by the Authority against the General 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 released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being granted to the General Consultant or any other forbearance, indulgence act or omission on the part of the Authority 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 releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the General Consultant and any change in the constitution of the General 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.

8. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority 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 General Consultant under the Agreement.

9. We, the Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing and 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.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post 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.

11. 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*]. The Authority 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*].

Dated, the day of 20

For

(Name of Bank)

(Signature, Name and Designation of the Authorised Signatory)

Seal of the Bank:

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) 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.

Annex 8

Responsibilities of Key Personnel

Key Personnel	Responsibilities
Team Leader (Civil - K1)	• Team Leader shall communicate with the Authority and other stakeholders of the Project. • Lead the GC team by providing guidance and support and also ensure to deliver all deliverables as per the schedule duly confirming to the Quality Management Programme (QMP). • Review all the Project documents and provide necessary suggestions for implementation of the Project keeping cost effectiveness and timely completion in mind. • Identify appropriate design codes and standards in collaboration with the Design Standards Consultant for the Project. • Preparation of prequalification documents, tender documents, preliminary design for civil and system works that are necessary for appointment of construction firms on Design and Build basis. • Hold discussions with the Authority on prepared tender documents, proposed procurement procedures and seek their approval for initiating the procurement process. • Conducting pre-bid meetings, furnishing clarifications to the tenderers, tender opening, tender evaluation, award and signing of contract agreements. • Preparation of a detailed project implementation plan and monitoring the progress as per the ToR. Conduct periodic progress review meetings with construction agencies and provide solutions to the technical issues if any on a regular basis. • TL shall give necessary approvals and issue GFC drawings in time. • Develop procedures and protocols for supervision, progress monitoring, reporting, checking, measurement of works, verification & certification of contractors' bills. • Submit the detailed monthly progress reports to the Authority duly indicating the achieved progress and slippages if any with reasons and also the mitigative measures to makeup the progress if required. • Exercising the quality and safety checks/audits as per the QMP and Safety Audit Plan to ensure the best quality through best safety practices. • Assist the Authority in timely addressing of the contractors' issues to avoid any claims in future and also in contractual correspondence with contractors. • Provide quick decisions on technical matters to avoid any delays which might affect the Project progress. • Preparation of O&M Manuals for the rail system under construction and planning training program for the Authority's personnel. • Develop protocols for the testing and commissioning of the system and assist the Authority in satisfying all the prerequisites that are necessary for obtaining approvals for COD from competent government and statutory authorities.

Key Personnel	Responsibilities
	• Preparation of final bills, as built drawings and assisting the Authority in claimless conclusion of the contracts with the agencies. • Assist the Authority in closing contracts. • Advise on claims management and provide reports to HAML. • Prepare and maintain a risk register and suggest mitigation measures.
Dy. Team Leader (Systems - K1)	• Report to the Team Leader • Coordinate with the Authority regarding interface issues • Shall co-ordinate for all engineering decisions required for the successful and timely implementation of the Project in consultation with HAML. • Responsible for technical and programme management and assisting Team Leader in day-to-day matters. • Establish quality control procedures for systems • Review of system drawings consisting of Signaling, Telecommunications, Traction Power Supply, Sub-stations, Rolling Stock and Maintenance Equipment, OCC, PIS and AFC. • Develop protocols for the testing and commissioning of the system and assist the Authority in obtaining approvals for COD from competent government and statutory authorities. • Assist in preparation and evaluation of bid documents for systems works. • Other tasks that would be assigned by the Team Leader.
Chief Contracts Expert (K1)	• Report to Team Leader. • Shall prepare, review, study and analyse the tender drawings, estimate and BOQ which is prepared as part of the tender • Prepare the draft contracts or agreements for each of the works, goods and services contracts to be awarded for implementation of the Project. • Assist the Authority in bid procurement and management. • Attend pre-bid clarification meetings and finalize contract agreements and related documents for each contract • Shall monitor the progress of contractors and vendors work, contracts, measure performance against the Project schedule and Project budget, manage change orders, advise on site organizational and execution problems, advise on claims management and provide regular reports to the Authority. • Shall review and approve contractors' invoices against accuracy of work done prior to submission to the Authority for final review and processing. • Other tasks that would be assigned by the Team Leader.
Chief Planning & Scheduling Expert (K1)	• Report to Team Leader. • Review of existing contract documents. • Preparation of work schedule for each contract. • Review of the plans & schedules provided by the contractors along with resource deployment.

Key Personnel	Responsibilities
	• Preparation and updating of the work schedule taking progress inputs from the project managers and reporting to Team Leader/ the Authority. • Shall monitor the progress of contractors and vendors work, contracts, measure performance against the Project schedule and Project budget, manage change orders, advise on site organizational and execution problems, advise on claims management relating to work schedule. • Other tasks that would be assigned by the Team Leader.
Chief Project Manager (Civil) (K1)	• Report to Team Leader • Responsible for the complete supervision, administration and management of the construction contracts and coordination with contracting agencies and local authorities etc. • Monitor contractors' activities with goal of minimizing adverse effects on public safety, traffic, residential and commercial activity, and the environment • Make suitable arrangement for monitoring the performance of the contractors and their sub-contractors. • Provide design, construction schedule and cost status • Monitor the contractors' compliance with regard to the insurance, bond obligation as well as the labor and tax laws. • Implementation of elevated works, at grade works and underground works. • Prepare site /working front plans, in consultation with various contractors, to enable smooth working and ensuring completion of works as targeted/ scheduled. • Supervision and monitoring of elevated stations, viaduct with exposure to underground stations and Tunnels. • Coordinate with the Authority regarding interface issues • Submission of Monthly Progress Reports describing the status of works performed during the previous month, significant accomplishments, including critical items • Shall co-ordinate for all engineering decisions required for the successful and timely implementation of the Project in consultation with HAML. • Review and approve the site logistics plan developed by the contractors • Responsible for technical and programme management and assisting Team Leader in day-to-day matters. • Other tasks that would be assigned by the Team Leader.
Chief Systems Integration Expert (K1)	• Report to Team Leader. • Preparation of Interface Management Plan for the Project. • Conducting monthly interface meetings with other civil and system experts for progress update and advance compliance of interface requirements. • Review the contractor submissions of interface and testing commissioning documents. • Analysis and advise to the concerned parties for any design change requirement to meet the interface requirements. • Preparation of tender document formats and guidelines for Master Interface Management Plan (IMP), Master Interface Matrix MIM), Interface Sheets (IS), Interface

Key Personnel	Responsibilities
	Management Programme (IMPG), Request for Information (RFI), Interface Specification Form (ISF), Confirmation of Coordination Form (CCF), Interface Coordination Sheets Register (ICSR) and Monthly Interface Report (MIR). • Conducting site visit for conflict resolution. • Conducting the monthly audit of the contractors for interface activities/documentation. • Conflict resolution between two parties for any design, scope related issues. • Preparation of testing commissioning procedures for the Project. • Other tasks that would be assigned by the Team Leader.
Chief Structural Engineer - Elevated & UG Structures (K1)	• Report to Team Leader. • Review the previous and on-going related studies and data collected • Review and approve conceptual drawings for viaduct, at grade, underground, special bridge (If any, cross –over, long spans), stations and other structures that would be submitted by the contractors. • Review and approve all the designs and drawings, modifications, calculations etc., that would be submitted by the contractors. • Review all civil and structural designs submitted by contractors as per the contractual provisions, including, the calculations, drawings, specifications, as required • Coordinate with all experts / staff related to Civil, Structural, Building, Architectural works and Systems. • Other tasks that would be assigned by the Team Leader.
Chief Track Expert (K1)	• Report to Team Leader • Work with other experts concerned with alignment, rolling stock and depot. • Overall coordinator and interface in-charge for track works • Responsible for review and approval of depot design and layout plans (Building plan, Track, Traction and Signaling plan) • Review of operating procedures required for track operation and maintenance • Assist in preparation and evaluation of bid documents for track works. • Other tasks that would be assigned by the Team Leader.
Chief Traction & Power Supply Expert. (K1)	• Report to Team Leader • Review the previous studies, data collected, design review of earthing system, design, power supply arrangement, traction feeding system, simulation report and stray current monitoring system and management system and develop performance provisions for such systems and arrangements. • Preparation of tender documents, detailed technical specifications for traction & power supply works. Assist in evaluation of bid documents received. • Interfacing with other sub-systems such as telecommunications, rolling stock, P. Way, civil and signaling.

Key Personnel	Responsibilities
	• Review of detailed designs of traction & power supply works that would be submitted by the contractor. • Verify completed work and prepare request for payment to contractors. • Review of route control tables and finalization of Good for Construction signaling drawings. • Checking of Method statements of construction drawings. • Addressing the issues and incidences occurring in the revenue sections and resolving them by coordinating with the contractors. • Review of Traction manual and O&M manual of Power Supply and Traction • Analyze the networks and performances of surrounding transmission lines and substations. • Shall lead the team for obtaining statutory approvals from Commissioner for Metro Rail Safety, Research Design and Standards Organization and the Railway Board etc. • Responsible for supply, installation, testing, commissioning, trial run, statutory approvals of Traction and Power system • Other tasks that would be assigned by the Team Leader.
Chief Quality Assurance & Quality Control Expert (K1)	• Report to Team Leader • Establish & implement a system of quality assurance/control to ensure that construction works are carried out in accordance with the specification and quality assurance/control procedures. • Advise on the need for independent testing services • Shall be responsible for obtaining good workmanship at all stages of work with reference to working drawings and shall ensure correct dimensions of all elements. • Shall inspect the work site and provide guidance to contractors to rectify defects if any. • Shall ensure that work proceeds smoothly and not hampered for want of decisions/drawings/clarifications • Maintain the registers for mandatory tests to be conducted for all materials • Shall attend periodic site meetings and discuss site conditions and provide regular site reports. • Other tasks that would be assigned by the Team Leader.
Chief Safety Expert (HSE) (K1)	• Report to Team Leader. • Conducting periodic site visits and safety audits. • Reporting and reviewing accidents with categorization, cause, and mitigating measures to ensure zero accidents. • Develop a Project-wide strategic health and safety plan to enable the standardization of health and safety practices. • Shall review and validate contractors HSE programme and the third party authorized agencies engaged by the contractors. • Ensure that all labor laws are strictly abided during the entire period of all contracts and interests of labour working at site are protected. • Implement a program to monitor and evaluate health and safety practices and performance

Key Personnel	Responsibilities
	• Shall work with the Authority to determine an appropriate schedule to report on Project-wide performance on HSC. • Review the relevant health and safety requirements. • Analyze the risks and vulnerabilities for health and safety in construction. • Develop the PQ and tender documents provisions for including health and safety requirements. • Other tasks that would be assigned by the Team Leader.
Chief Signalling & Telecom Expert (K1)	• Reporting to Team Leader • Review the previous studies, data collected and develop performance provisions. • Preparation of tender documents, detailed technical specifications for CBTC signaling, Telecom, Automatic Fare Collection (AFC) and PSD as a part of tender preparation. • Interfacing with other sub-systems such as telecommunications, rolling stock, P. Way, Civil, Traction Power supply to implement CBTC signaling & Telecom works. • Assist in preparation and evaluation of bid documents for signaling works, Telecom, Automatic Fare Collection (AFC) and PSD works. • Review of detailed designs of Signaling, Telecom, Automatic Fare Collection (AFC) and PSD that would be submitted by the contractors. • Verify completed work and prepare request for payment to contractors. • Maintaining records and reports, advising the Authority regarding the best procedure to be adopted for telecom systems as per applicable standards. • Assist in testing and commissioning and review of O&M manual, coordinating with the Authority and contractors on day-to-day work in installation testing and commissioning of Signaling & Telecommunication systems and interfaces. • Review of route control tables and finalization of Good for Construction signaling & telecom drawings. • Checking of Method statements of construction drawings. • Addressing the issues and incidences occurring in the revenue sections and resolving them by coordinating with the Contractor. • Other tasks that would be assigned by the Team Leader.
Chief RollingStock Expert (K1)	• Reporting to Team leader. • Review of existing Rolling Stock specifications and updating Authority's requirements. • Prepare PQ requirements for contracts for rolling stock procurement and evaluation of documents submitted by bidders • Responsible for program management, planning and scheduling, and system interface management. • Procurement, installation and commissioning of Depot Equipment, Train Simulator, and Asset Management Systems. • Interfacing with other sub-systems such as Signaling, Telecom, Power supply, Track, Structure etc.

Key Personnel	Responsibilities
	• Ensure compliance to HSE requirements, and adherence to relevant standards and codes as per industry best practices. • Responsible for design review, approvals and contract administration. • Other tasks that would be assigned by the Team Leader.
Chief Alignment and Project Coordination Expert (K1)	• Reporting to Team Leader. • Assist in finalization of alignment. • Review the DPR, address RoW issues through best geometrical methods and alternative analysis. • Review traffic report/travel demand estimates and provide traffic inputs for civil and system design. • Review traffic circulation plans at stations, multi-modal-integration, pedestrian facilities and skywalks for seamless movement. • Identify non-fare revenue sources and carryout financial viability assessment through innovative project structuring and financial analysis. • Coordination with other experts of GC to facilitate interfacing among various Project activities. • Other tasks that would be assigned by the Team Leader.
Chief Operations and Maintenance Expert (K1)	• Reporting to Team Leader • Preparation of Operational Manuals, SOPs, Special Instructions, Safety & Disaster Manuals, Maintenance Manuals of various systems, schedule of maintenance and maintenance activities. • Responsible for interfacing and integration of all systems such as CBTC signaling, Telecom, Rolling Stock, Track, PS&OHE, AFC, PSD, E&M, Lift & Escalator, Station Building, Viaduct, etc., • Planning and setting up O&M Strategy • Responsible for obtaining Statutory approvals from authorities such as Research Design & Standards Organization (RDSO), Commissioner Metro Rail Safety (CMRS), Electrical Inspector to Government (EIG), etc. by way of submission of documents. • Shall co-ordinate with vendors/ contractors and arrange for user operation & maintenance manuals and training to Authority's representatives. • Other tasks that would be assigned by the Team Leader.

SCHEDULE-3
(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RfP and shall be read together therewith in dealing with specific cases.
2. General Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that its or its consortium members' or any of their Associates' position in a business or personal interest could improperly influence its judgment in the exercise of its duties. The process for selection of General Consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and an General Consultant, its consortium members or any of their Associates or between General Consultants, its consortium members or any of their Associates and present or future contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and General Consultant, its consortium members or any of their Associates:
 - (i) Potential General Consultant, its consortium members or any of their Associates should not be privy to information from the Authority which is not available to others.
 - (ii) Not used.
 - (iii) Not used.
 - (b) General Consultants, its consortium member's or any of their Associates and contractors:
 - (i) No General Consultant or its consortium members or any of their Associates should have an ownership interest in the contractors.
 - (ii) Not used.
 - (iii) Not used.
4. The normal way to identify conflicts of interest is through self-declaration by General Consultants, its consortium members or any of their Associates. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority whose decision on whether or not a conflict exists , shall be final. All conflicts must be declared as and when the General Consultants, its consortium members or any of their Associates become aware of them.

5. Another approach to avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the General Consultant’s or consortium member’s company to another. This could help overcome the problem of availability of limited numbers of experts for the Project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted in exceptional cases upon full disclosure by an General Consultant or its consortium members or any of their Associates coupled with provision of safeguards to the satisfaction of the Authority.
6. Not used.
7. Another form of conflict of interest called “scope–creep” arises when General Consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the General Consultants or its consortium members or any of their Associates. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for General Consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest During the course of the assignment awarded pursuant to the RfP, General Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I
(See Clause 2.1.3)

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 General Consultant for HMR Phase-II project for - Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana.

Ref: RfP No. 2447/CPM/GM(P)/ADE(C)/HAML/Phase-II - Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns)/2026 for 63 km (Package-I) dated 11.08.2026.

Dear Sir,

1. With reference to your RfP Document dated *****, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as General Consultant for HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana. The Proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the General Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/ any of the consortium members and our respective Associate(s) 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 nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RfP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest 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 the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 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.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the General Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RfP document.
9. I/We declare that we/any consortium member, are/is not a Member of a/any other Consortium applying for Selection as a General Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we, the consortium members or any of our respective 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, the consortium members or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us, the consortium members 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 the Authority [and/ or the Government of India] in connection with the selection of General Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. ***** (Rupees *****) 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 twenty) days from the Proposal Due Date specified in the RfP.
17. A Power of Attorney in favour of the Authorised Representative to sign and submit this Proposal and documents is attached herewith in Form 4.
18. In the event of my/our firm/ consortium being selected as the General Consultant, 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 the Authority 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. (a) 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 a 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 consortium member(s)/ 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].
- (b) 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.
- (c) 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 sub-contract work 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.
- (d) 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 the Authority 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 Representative)
(Name and seal of the Applicant)

APPENDIX-I

Form 2

Particulars of the Applicant

1.1	Title of Consultancy: APPOINTMENT OF GENERAL CONSULTANT
1.2	Title of Project: HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana.
1.3	State whether applying as Sole Firm or JV / Consortium: Sole Firm or JV / Consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company or Firm including details of its main lines of business Name, designation, address and phone numbers of Authorised Representative of the Applicant: Name: Designation: Company / Firm : Address:

	Phone No.: Fax No. : E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:
	(i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information: (i) In case of non Indian company, does the company have business presence in India? Yes/No If so, provide the office address(es) in India. (ii) Has the Applicant or any consortium member been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No (iii) Has the Applicant/ Consortium Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No (iv) Has the Applicant or any consortium member been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No (v) Has the Applicant or any consortium member, suffered bankruptcy/insolvency in the last five years? Yes/No Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment. However, if in (v) above, the bankruptcy/ insolvency of the Applicant/ consortium member has been resolved pursuant to the (Indian) Insolvency and Bankruptcy Code, 2016, the Authority may, at its sole discretion, consider the Proposal of such Applicant.

1.7	(Signature, name and designation of the Authorised Representative) For and on behalf of _____
-----	---

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,
Telangana.

Dear Sir,

Sub: RfP for Appointment of General Consultant HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana.

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RfP document.

I/We have agreed that (insert Lead Member's name) will act as the Lead Member of our consortium to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Consultancy and its execution and, in the event the Consortium is awarded the Agreement, during the performance of the Services related to the Consultancy and the Agreement entered into with the Authority.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the Authorised 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 Authorised Representative)

For and on behalf of

**Please strike out whichever is not applicable*

APPENDIX-I

Form 4

Power of Attorney

Know all men by these presents, We, ... (name of the company and address of the registered office) do hereby constitute, nominate, appoint and authorise 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 “Authorised 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 General Consultant for the HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana, proposed to be developed by the Government of Telangana (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Proposal, acceptance of letter of award and generally dealing with the Authority 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 the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised 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 Authorised 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 THIS POWER OF ATTORNEY ON THIS DAY OF, 20** 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 notarised by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/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 legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I

Form 5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue (Rs. in Crore/US \$ in million)
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Certificate from the Statutory Auditor / Chartered Accountant

This is to certify that name of the Applicant, Associate (as applicable)) has received the payments shown above against the respective years on account of professional fees.

Name of Authorised Signatory of the Statutory Auditor/ the Chartered Accountant:

Designation:

Name of firm:

(Signature of the Authorised Signatory of the Statutory Auditor/ the Chartered Accountant)

Seal of the Firm

Note:

1. Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form 6

Particulars of Key Personnel

S. 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.	Team Leader (Civil - K1)						
2.	Dy. Team Leader (Systems - K1)						
3.	Chief Contracts Expert (K1)						
4.	Chief Planning & Scheduling Expert (K1)						
5.	Chief Project Manager (Civil-K1)						
6.	Chief Systems Integration Expert (K1)						
7.	Chief Structural Engineer – Elevated & UG Structures (K1)						
8.	Chief Track Expert (K1)						

S. 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)
9.	Chief Traction & Power Supply Expert (K1)						
10.	Chief Quality Assurance & Quality Control Expert (K1)						
11.	Chief Safety Expert (HSE) (K1)						
12.	Chief Signaling & Telecom Expert (K1)						
13.	Chief Rolling Stock Expert (K1)						
14.	Chief Alignment and Project Coordination Expert (K1)						
15.	Chief Operations and Maintenance Expert (K1)						

[#] 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 four 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 shall submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant shall submit a brief write up on its proposed team and organisation of Professional Personnel explaining how different areas of expertise needed for this assignment have been fully covered by its Proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

3. Organization & Staffing : (not more than two pages)

The Applicant's Proposal should demonstrate how different Professional 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.

4. Claims Management Methods : (not more than two pages)

The Applicant's Proposal will *inter alia* be evaluated on the basis of the methodology for claims management proposed by the Applicant. The Applicant shall show proven methodology for claims management where the Applicant has been able to effect considerable savings for projects on which they have previously worked. The Applicant shall also provide their best three examples of claims management instances on large infrastructure projects.

- Note: 1. Marks will be deducted for writing lengthy and out of context responses.
2. The Applicant shall make a power point presentation to the Authority at Hyderabad, on the date specified in Clause 1.8 which is after the PDD but before evaluation.

APPENDIX-I

Form 8

Experience of the Applicant

(Refer Clause 3.1)

S.No	Name of Project / Eligible Assignment	Name of Client	Estimated capital cost of Project (in Rs cr./ US\$ million)	Payment[#] received by the Applicant (in Rs million)
(1)	(2)		(3)	(4)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

For Currency conversion rate, please see Clause 1.7.

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

Certificate from the Statutory Auditor

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 authorised signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form 9

Experience of Key Personnel@

(Refer Clause 3.1)

Name of Key Personnel:

Designation:

S.No	Name of Project	Name of Client	Estimated capital cost of project (in Rs cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the project	Date of completion of project assignment	Man months spent
(1)	(2)		(3)	(4)	(5)	(6)	(7)
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

(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Project:	
Length in km or other particulars	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs cr. or US\$ million):	
Payment received by the Applicant (in Rs. million):	
Start date and finish date of the services (month/ year):	
Brief description of the project:	

Notes:

- 1) Use separate sheet for each Eligible Assignment.
- 2) Attach a single page summary containing the brief particulars of each project.
- 3) For Currency conversion rate, please see Clause 1.7.

APPENDIX-I

Form-11

Eligible Assignments of Key Personnel

Name of Key Personnel:	
Name of the Project:	
Length in km or other particulars	
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. or US\$ million):	
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.
- 3) For Currency conversion rate, please see Clause 1.7.

APPENDIX-I

Form 12

Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:
 2. Name of Professional Personnel:
 3. Date of Birth:
 4. Nationality:
 5. Educational Qualifications:
 6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
 7. List of projects on which the Professional Personnel has worked

Project Name	Description of assignment performed and responsibilities involved
-----------------	--
 8. Details of the current assignment and the time duration for which services are required for the current assignment.
- Certification:
- 1 I am willing to work on the Project and I will be available in Hyderabad for entire duration of the Project assignment as required.
 - 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

(Signature and name of the Professional)

Place.....

(Signature and name of the Authorised Representative of the Applicant)

Notes: Use separate form for each Professional Personnel

Each page of the CV shall be signed in blue ink and dated by both the Professional Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies or unsigned/countersigned CVs will not be considered for evaluation. However print outs of scanned copies of the signed CVs duly countersigned by the Authorized Representative of the Applicant will also be considered.

APPENDIX-I

Form 13

Deployment of Personnel

S.No.	Designation	Name	Man-Days (MD)		Months (in the form of a bar chart)																			
			At Project site	Away from Project Site (specify)	1	2	3	4	5	6	7	8	9	10	11	12	--	--	--	--	--	--	--	36
1.																								
2.																								
3.																								
4.																								
5.																								
6.																								
7.																								
8.																								
9.																								
10.																								

S.No.	Designation	Name	Man-Days (MD)		Months (in the form of a bar chart)																									
			At Project site	Away from Project Site (specify)	1	2	3	4	5	6	7	8	9	10	11	12	--	--	--	--	--	--	--	--	36					
11.																														

APPENDIX-I

Form 14

Certificate from Statutory Auditor/ Company Secretary regarding Associate^{\$}

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of(*name of the Applicant or Consortium Member / Associate*) is held, directly or indirectly[£], by (*name of Associate/ Applicant or Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.3.3 of the RfP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant / Consortium Member, the relationship may be suitably described and similarly certified herein.}

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date: \$ In the event that the Applicant / *Consortium Member* exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

£ In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

APPENDIX-I

Form 15

Proposal for Sub-Consultant

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 Authorised Representative)

Note:

- 1) The Proposal for Sub-Consultant shall be accompanied by the details specified in Forms 12 and 13 of Appendix –I.
- 2) Use separate form for each Sub-Consultant.

APPENDIX-I

Form 16

[On the Applicant's Letterhead]

Date:

Undertaking - 1

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

We, [insert the name of the Applicant], a company duly incorporated under the laws of [____], having our registered office at [____] do hereby irrevocably and unconditionally agree, undertake and confirm that:

1. the Key Personnel mentioned in the list annexed with this Undertaking is/are our, our Associate's and / or our consortium member's full time permanent employees employed on our, our Associate's and / our consortium member's pay rolls;
2. our aforesaid Key Personnel shall be available at all times during the term of the Agreement for the due performance of the Services undertaken to be performed by us in accordance with the TOR, the RfP and the terms and conditions contained in the Agreement to be entered into by us with the Authority.
3. the Authority shall have no payment obligation or other obligation to our Associate or consortium members in relation to the aforesaid Key Employees, whether arising under the RfP or the Agreement to be entered into by us with the Authority or otherwise.

Yours faithfully,

(Signature, name and designation of the Authorised signatory
of the Applicant)

(Signature, name and designation of the Authorised signatory
of the relevant Associate / Consortium Member)

APPENDIX-I

Form 17

[On the Applicant's Letterhead]

Date:

Undertaking - 2

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

We, [insert the name of the Applicant], a company duly incorporated under the laws of [____], having our registered office at [____] do hereby irrevocably and unconditionally agree, undertake and confirm that:

1. the Key Personnel mentioned in the list annexed with this Undertaking is/are engaged by us for the performance of the Services;
2. the aforesaid Key Personnel shall be available at all times during the term for the due performance of the Services undertaken to be performed by us in accordance with the TOR, the RfP and the terms and conditions contained in the Agreement to be entered into by us with the Authority.
3. the Authority shall have no payment obligation or other obligation to the Key Personnel or our Associate or consortium members in relation to the aforesaid Key Personnel, whether arising under the RfP or the Agreement to be entered into by us with the Authority or otherwise.

Yours faithfully,

(Signature, name and designation of the Authorised signatory
of the Applicant]

APPENDIX-I
Form 18

Joint Bidding Agreement
(Refer Clause.....)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013[¥] and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

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

¹A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary. The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

¥

WHEREAS,

- (A) Hyderabad Airport Metro Limited, (a State owned Public Enterprise of the Government of Telangana), established under Indian Companies Act, 2013, represented by its

Managing Director and having its principal offices at Metro Rail Bhavan, Begumpet, Hyderabad-3, Telangana, (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Request for Proposal No.

..... dated (the “RfP”) for appointment of General Consultant (GC) for HMR Phase-II project for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana (the “Project”) through Design & Build.

- (B) The Parties are interested in jointly bidding for the appointment as the General Consultant for the Project (“Assignment”) as members of a Consortium and in accordance with the terms and conditions of the RfP document and other bid documents in respect of the Assignment, and
- (C) It is a necessary condition under the RfP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RfP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a JV / Consortium for the purposes of jointly participating in the Selection Process for the Assignment.

2.2 The Parties hereby undertake to participate in the Selection Process only through this JV / Consortium and not individually and/ or through any other JV / Consortium constituted for the Assignment, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the JV / Consortium is declared the selected Applicant and awarded the Assignment, the Parties shall enter into the agreement for appointment as a General Consultant (in the format provided in Schedule 2 of the RfP)(“**Appointment Agreement**”) with the Authority and perform all obligations of the General Consultant in terms of the Appointment Agreement for the Assignment.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV / Consortium during the

Selection Process and during the term of the Appointment Agreement;

- (b) Party of the Second Part shall be {the technical member of the Consortium;} and

- {(c) Party of the Third Part shall be the financial member of the Consortium; }

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Assignment and in accordance with the terms of the RfP and the Appointment Agreement, for the performance of the Appointment Agreement.

6. Not used

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV / Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the completion of the Assignment as per the terms of the Appointment Agreement, in case the Assignment is awarded to the JV / Consortium. However, in case the JV / Consortium does not get selected for award of the Assignment, the Agreement will stand terminated

upon return of the Bid Security by the Authority to the Applicant, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	
LEAD MEMBER by:	SECOND PART

(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	
THIRD PART	

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.	2.
----	----

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The Joint Bidding Agreement should be executed on a non-judicial stamp paper of appropriate value and duly notarised by a notary public.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV / Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the document has been executed. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their document legalised by the Indian Embassy if it carries a conforming Apostille certificate.

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,

Subt: Appointment of General Consultant for HMR Phase-II project for - Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana.

Ref: RfP No. 2447/CPM/GM(P)/ADE(C)/HAML/Phase-II - Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns)/2026 for 63 km (Package-I) dated 11.08.2026.

We, _____ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as General Consultant for above.

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 Representative)

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

Financial Proposal

Item No.	Description	Amount (Rs.)
A.	RESIDENT PERSONNEL AND LOCAL COSTS	
I	Remuneration for Resident Professional Personnel (inclusive of all personal allowances)	
II	Remuneration for Resident Support Personnel (inclusive of all personal allowances)	
III	Office accommodation, consumables like stationery, communication etc.	
IV	Office Furniture and Equipment (Rental)	
V	Reports and Document Printing	
	Sub-total Resident Personnel and Local Costs (A):	
B.	EXPATRIATE PERSONNEL	
I	Remuneration for Expatriate Personnel (inclusive of all personal allowances)	
	Subtotal Expatriate Personnel (B):	
	Total Cost of Personnel and Local Costs (A+B):	
C.	POST - ASSIGNMENT CONSULTATIONS	
	2 Man Days each of:	
I	Team Leader	
II	Dy. Team Leader	
III	Metro Rolling Stock Expert	
IV	Signalling & Communications Expert	
V	Safety and Environmental Expert	
VI	Traction and Power Supply Expert	
VII	Chief Operations and Maintenance Expert	
	Subtotal Post Assignment Consultations (C):	

Item No.	Description	Amount (Rs.)
D	SUBTOTAL OF A+B+C	
E	OVERHEAD EXPENSES @----- % of (D)	
F	GST	
G	TOTAL (including taxes) (D+E+F) (in Rs.) In Indian Rupees in figures in words _____	

Note:

1. The financial evaluation shall be based on the above Financial Proposal. The total in Item G shall, therefore, be the amount for purposes of evaluation.
2. Estimate of Costs for Item A I, A II and B I shall be as per Form-3 of Appendix II.
3. All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Authorised Representative. However, no details of expenditures would be sought for III to V of item No. A and Item No. E (overhead expenses), which will be reimbursed in proportion to the total expenses under Item D.
4. The reimbursement of expenses shall be limited to the amounts indicated above.
5. Savings of upto 20% (twenty percent) under any head of expenditure specified in the summary of Financial Proposal may be reappropriated by the General Consultant and added to any other head of expenditure, subject to a ceiling of 10% (ten percent) in respect of the recipient head of expenditure. Upon Notification of such reappropriation to the Authority, the Financial Proposal shall be deemed to be amended, and payment shall be made accordingly.
6. Not used.
7. GC to have office accommodation at its own cost.
8. No escalation on any account will be payable on the above note 5 amounts.
9. Insurance and any other charges not shown here are considered included in the Man Day rate/ overhead expenses.

10. The Authority may require the Key Personnel to visit the Project/ the Authority's offices for further consultations after the completion of assignment. The cost (remuneration including personal allowances) of 2 Man Days of each Key Personnel is included in the Financial Proposal. The Authority may require upto 16 extra Man Days of consultation with any or all Key Personnel on payment of additional charges. For any increase as compared to the aforesaid 2 Man Days, payment shall be computed solely on the basis of relevant Man Day rates specified in the Financial Proposal. In all cases, return full fare economy class airfare shall be reimbursed in addition, as per actuals.
11. The Authority may require Professional Personnel to visit the Project/the Authority's offices for further consultations or undertake desk work after the completion of assignment. The additional costs on this account shall be paid to the General Consultant as per agreed Man Day rates and economy return airfare as per actuals shall also be reimbursed.
12. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws for withholding taxes if any.
13. For the purposes hereof "**Statement of Expenses**" means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the Man Days spent on the Consultancy.

APPENDIX-II

Form 3

Estimate of Personnel Costs

ID No.	Position	Name	Man Day Rate (Rs.)	Total Man Days	Amount (Rs.)
A I. Remuneration for Resident Professional Personnel (including all personal allowances)					
Total					
A II. Remuneration for Resident Support Personnel (including all personal allowances)					
Total					
B I. Remuneration for Expatriate Personnel (including all personal allowances)					
Total:					

