REQUEST FOR PROPOSAL

RfP document no.2446/CEE/Dy.CE(P-Way)/IE(O&M)/HMRL /2026, Dated November 20, 2026

FOR APPOINTMENT OF

INDEPENDENT ENGINEER

for O&M of HMR Phase-I Project,

for a period of 5 years from 01.02.2027

Hyderabad Metro Rail Project

Government of Telangana

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 5 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
Concession Agreement/ CA	As defined in Clause 1.1.1
Concessionaire	As defined in Clause 1.1.1
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 1.2.2
CV	Curriculum Vitae
DBFOT	Design, Build, Finance, Operate and Transfer
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
Expatriate Personnel	As defined in Clause 1.1.1(h) of Schedule-2
Form of Agreement	Form of Agreement as in Schedule -2
Financial Proposal	As defined in Clause 2.15
GC	General Consultant
HAG	Higher Administrative Grade
IE	Independent Engineer as defined in Clause 1.2.1
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.1.1
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 1.1.3
O&M	As defined in Clause 1.1.3
Official Website	As defined in Clause 1.11.2
Panel of Firms	As defined in Clause 1.6
Personnel	As defined in Clause 1.1.1(q) of Schedule-2
Project	As defined in Clause 1.1.1
PMC	Project Management Consultant
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Proposal	As defined in Clause 1.2.1
Proposal Due Date or PDD	As defined in Clause 1.8
Resident Personnel	As defined in Clause 1.1.1(s) of Schedule-2
RfP	As defined in Disclaimer
SAG	Senior Administrative Grade
Services	As defined in Clause 1.1.1(t) of Schedule -2
Selection Process	As defined in Clause 1.6
Selected Applicant	As defined in Clause2.24.1
Site	shall mean the site for Rail System as set out in Annex I (Schedule A) of the CA
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 13, Form-2 of Appendix- II
Statutory Auditor	An auditor appointed under Applicable Laws
Sub-Consultant	As defined in Clause 1.1.1(u) of Schedule-2
Subject Person	As defined in Clause 2.3.3 (i)
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 Clause 1.1 of 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.

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1. INTRODUCTION

1.1 Background

1.1.1 The Government of Telangana (GoTS) (the "**Authority**") has developed an elevated Metro Rail (Mass Rapid Transit System) in Public Private Partnership (PPP) mode on DBFOT (Design, Build, Finance, Operate and Transfer) basis in Hyderabad, the capital city of Telangana, India, consisting of the following three Corridors:

Corridor I Miyapur to L.B. Nagar	29.2 Km
Corridor II JBS to MGBS	11 Km
Corridor III Nagole to Raidurg	29 Km
Total :	**69.2 Km**

(hereinafter referred to as "**Project**"). The Authority has entered into a Concession Agreement dated September 4, 2010 ("**Concession Agreement/ CA**") with L&T Metro Rail (Hyderabad) Limited who is the Concessionaire (the "**Concessionaire**") of the Project.

1.1.2 Together with the Concessionaire, the Authority has provided a world-class Public Transportation System with state of the art technology. As such an efficient, safe, reliable, economical and affordable system has been created in the city of Hyderabad.

1.1.3 The Project being technically complex in nature requires a highly qualified and competent Independent Engineer to oversee the overall implementation of the Operation and Maintenance (**O&M**) of the Project as per the Concession Agreement. As per the Concession Agreement, the Authority has to appoint an Independent Engineer for overseeing the O&M of the Project in tune with the relevant clauses of the Concession Agreement and as per the specifications indicated in the Manual of Specifications and Standards (**MSS**) published by the Authority.

1.2 Request for Proposal

1.2.1 The Authority now invites Technical Proposal and Financial Proposal, collectively (the "**Proposal**"), from the Applicants for selection of an engineering consultant who shall be appointed as independent engineer (the "**IE**" or "**Independent Engineer**") for the O&M of the Project, in accordance with the terms hereof. The IE shall, on a day to day basis, manage the relationship with the Authority, the Concessionaire and the parties involved in

the Project, manage the information, documentation and work flows generated by the assignment, assist the Authority to prioritise the tasks, advise on Project related issues that arise and assist the Authority in solving Project related problems and in dispute resolution.

1.2.2 The role and function of the Independent Engineer broadly include:

(i) review of Maintenance Manual, Drawings and Documents (in accordance with the attached Terms of Reference);

(ii) review, inspection and monitoring of Operation and Maintenance (O&M) and Maintenance Programme of the Project;

(iii) review, inspection, testing of Rail System and monitoring of Divestment Requirements (as defined in the Concession Agreement);

(iv) determining, as required under the Concession Agreement, the costs of any works or services and/or their reasonableness;

(v) determining, as required under the Concession Agreement, the period or any extension thereof for performing any duty or obligation;

(vi) assisting the Parties to the Concession Agreement in resolution of disputes; and

(vii) undertaking all other duties and functions in accordance with the Concession Agreement

(collectively referred to as the "**Consultancy**")

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

1.3 Due diligence by Applicants

1.3.1 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 paying a visit to the Authority and the Project Site, sending written queries to the Authority in envelopes and via e-mail, as prescribed in Clause 2.10, and attending a Pre-Bid Meeting on the date and time specified in Clause 1.10.

1.3.2 The Applicants are also advised to fully inform themselves of the terms of the Concession Agreement, Manual of Specifications and Standards, the provisions of the Metro Railways (Construction of Works) Act, 1978 and the Metro Railways (Operation and Maintenance) Act, 2002 which now govern the Project 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 20.11.2026 on payment of **non-refundable processing fee of Rs.50,000/- (Rupees Fifty Thousand only) in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favor of** Hyderabad Metro Rail Limited, Metro Rail Bhavan, Begumpet, Hyderabad-500003, Telangana, payable at Hyderabad. RfP document can also be downloaded from 20.11.2026 onwards from the Official Website 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 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 invites Proposals from consulting engineering firms or body corporates to undertake and perform the duties and functions set forth in the RfP. The Applicants shall submit their respective Technical Proposals and Financial Proposals, each in a separate sealed cover in accordance with the terms of this RFP. Upon evaluating the Technical Proposals so received, the Authority shall shortlist upto 6 (six) qualified firms/body corporates in accordance with pre-determined criteria. The Authority shall convey the aforesaid list of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid list of firms. Upon receipt of such comments, if any, the Authority shall, after considering all relevant factors, finalise and constitute a panel of upto6 (six) firms (the "**Panel of Firms**").Out of the Applicants who are included in the Panel of Firms, 3 (three) highest ranked Applicants shall be short-listed for evaluation of their Financial Proposal in the second stage as per Clause 3.2.The order of priority as among these 3 (three)Applicants whose Financial Proposals will be opened 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 Independent Engineer shall be made in INR in accordance with the provisions of this RfP. The Independent Engineer may convert Rupees into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Independent Engineer.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule: (RfP issue date November 20, 2026)

	Event Description	**Estimated Date (uploading / issue of RfP document 20.11.2026)**
1.	Pre-Bid Meeting	30.11.2026 @ 03:00 PM in the Conference Hall, 4th floor, Metro Rail Bhavan, Begumpet, Hyderabad - 500003.
2.	Last date for receiving queries / clarifications	04.12.2026
3.	Authority response to queries	09.12.2026
4.	Last date for receiving proposals ("**Proposal Due Date**" or "**PDD**")	31.12.2026 at 15.00 Hrs IST
5.	Opening of Proposals	On Proposal Due Date at 15.30 Hrs IST
6.	Physical PPT on Methodology and Work Plan etc.	04.01.2027 @ 03:00 PM Metro Rail Bhavan, Begumpet, Hyderabad.
7.	Shortlisting of Applicants and opening of Financial Proposal	08.01.2027 @ 03:00 PM Metro Rail Bhavan, Begumpet, Hyderabad.
8.	Signing of Agreement (tentative)	Within 7 days of LOA
9.	Validity of Proposal	120 days of Proposal Due Date
10.	Period of Assignment	5 years

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

1.9.1 Applicants may visit the Site 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 21.11.2026 to 30.12.2026

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

B. Anand Mohan,
Chief Project Manager,
Hyderabad Metro Rail Limited,
Metro Rail Bhavan, Begumpet, Hyderabad -500003.
Phone: +91-40-23388587/588, Mobile: 98499 09781
Email:cpm52018.hmrl@gmail. com

1.10 Pre-Bid Meeting

The date, time and venue of virtual Pre-Bid Meeting shall be:

Date : 30.11.2026 Time : 03:00 PM

Venue: Metro Rail Bhavan, Begumpet, Hyderabad.

1.11 Communications

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

Mr. B. Ajith Reddy,
Additional Managing Director,
Hyderabad Metro Rail Limited,
Government of Telangana,
Metro Rail Bhavan, Begumpet, Hyderabad -500003.
Phone: +91-40-23388589
Email: addlmd@hmrl.co.in

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

http://www.hmrl.co.in

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: RfP FOR APPOINTMENT OF INDEPENDENT ENGINEER FOR O&M FOR HYDERABAD METRO RAIL PROJECT PHASE-I.

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, 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 the lead member of a consortium of firms (the "**Lead Member**") limited to 3 (three) firms, participating in the Selection Process in response to this invitation. 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 Independent Engineer 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 *inter alia* consist of the following indicative key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities as specified below:

S. No.	Key Personnel	Responsibilities
1.	Team Leader	Shall be over all in-charge of the IE functions and responsibilities in implementation of the Project during the operation period (O&M

S. No.	Key Personnel	Responsibilities
		period) for liaison with the Concessionaire and the Authority, attending periodic review meetings with the Concessionaire and the Authority and undertaking all other duties and functions in accordance with the Agreement during the Assignment Period of five years. Shall be responsible for all Engineering functional checks required for O&M including Rolling Stock checks, Traction & Power Supply checks, all MEP works, safety checks etc.,.
2.	Civil Structure Expert	shall be responsible for inspection and review of structures such as civil infrastructure works, traffic sampling, structural engineering works, station works and related checks and reviewing and providing comments on maintenance manuals of civil structures of O&M system in accordance with the Agreement.
3.	Track Expert	shall be responsible for inspection and review of track and related checks, traffic sampling and reviewing and providing comments on maintenance manuals of track structure of O&M system in accordance with the agreement.
4.	Signaling and Tele Communications Expert	Shall be responsible for inspection and review of O&M of hi-tech signaling and communication systems in Metros, providing comments on maintenance manuals of hi-tech signaling and communication systems in accordance with the agreement.
5.	AFC Expert	Shall be responsible for inspection and review of O&M of AFC systems in Metros providing comments on maintenance manuals of AFC systems in accordance with the agreement
6.	O & M Expert	Shall be responsible for inspection & review of O&M works of Rolling Stock, OETS, MEP etc., review and providing comments on the

S. No.	Key Personnel	Responsibilities
		preparation of manuals for Metro Systems for various disciplines and all other duties and functions in accordance with the Agreement.
7.	Safety Expert	Shall be responsible for inspection & review of safety of Metro systems, passengers safety etc., review and providing comments on the safety manuals for Metro Systems.

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. The Applicant will have to comply with any changes to the Key Personnel, which may be in the nature of addition to the Key Personnel.

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 Key Personnel, with estimated Man Months of 12 or more as per Clause 2.2.2 (D) of this RfP, to be offered in the Proposal shall be employees of the Applicant or its Associates. Where the Applicant is a consortium, the Applicant may also offer the Key Personnel of its other consortium members (but not the Associates of such other consortium members) provided such Key Personnel, whose estimated Man Months are 12 or more as per Clause2.2.2 (D) of this RfP, are employees of such consortium member(s).

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 of 2 (two) Eligible Assignments (as defined in Clause 3.1.4). Details of Eligible Assignments are to be submitted as per Form 10 hereof.

(B) **Financial Capacity**: The Applicant shall have received a minimum income of Rs.20 crore (Rs. twenty crore) per annum from professional fees during each of the three years preceding the Proposal Due Date. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.

(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. Key Personnel

Sl no	Position	Qualifications in the relevant field	Minimum years of relevant experience in Metros / MRTS / Railways	Area of Expertise	Estimated Man days per Month	Estimated Man Months for 5 years
1.	Team Leader	Graduate / Post Graduate in Electrical Engineering	25	Should have experience in Metros / MRTS / Railway operations and maintenance in high density corridors. Should have demonstrated involvement in all aspects of the project, served as HAG / SAGR Railway Electrical Engineer with Traction and Rolling Stock maintenance, operations. Such exposure and involvement should be in Metros / MRTS / Sub-Urban Rail Systems, knowledge of latest technologies in similar projects, involvement in rolling stock, traction & power supply systems, operations etc., for 5 years at least.	16	38.4
2.	Civil Structure Expert	Graduate in Civil Engineering, preferably Post Graduate in Structural Engineering	18	Should have experience in Civil engineering works such as infrastructure works, structural engineering works, bridge bearings, station works, traffic sampling and safety checks etc. Such exposure and involvement should be in Metro / MRTS / RRTS / NHSRCL projects for at least 5 years.	4	9.6

Sl no	Position	Qualifications in the relevant field	Minimum years of relevant experience in Metros / MRTS / Railways	Area of Expertise	Estimated Man days per Month	Estimated Man Months for 5 years
3.	Track Expert	Graduate / Post Graduate in Civil Engineering	18	Should have experience in all track related works, and safety checks required for O&M etc., for large transport / infrastructure in Metro / MRTS / RRTS / rail projects, served in HAG / SAG level in Railways. Such exposure and involvement should be in Metro / MRTS / RRTS / NHSRCL projects for at least 5 years.	4	9.6
4.	Signaling and Tele Communications Expert	Graduate/ Post Graduate in Electronics and Communication Engineering (ECE)	18	Should have experience in operation and maintenance of hi-tech signaling and tele communication systems for high density metro Railways/ Railway projects, served in HAG / SAG level in Railways. Such exposure to recent technologies of Metro Railways / MRTS / Sub-Urban Rail systems for 5 years at least.	6	14.4
5.	AFC Expert	Engineering Graduate in Electronics &Communication engineering	**10**	Should have experience in operation and maintenance of AFC systems in Metros/ MRTS / NCRTC and should be worked on similar Metro projects for3 years at least.	4	9.6
6.	O & M Expert	Graduate / Post Graduate in Electrical engineering	18	Experience in O&M and review / preparation of manuals for Metro Rail Systems for various disciplines in Metro / MRTS / Railways, should have served in HAG / SAG level in Railways. Such exposure and involvement should be in Metros / MRTS / Sub-Urban Rail Systems, knowledge of latest technologies in similar projects, involvement in Rolling Stock, Traction & Power supply systems, operations etc. for 5 years at least.	6	14.4

Sl no	Position	Qualifications in the relevant field	Minimum years of relevant experience in Metros / MRTS / Railways	Area of Expertise	Estimated Man days per Month	Estimated Man Months for 5 years
7.	Safety Expert	Graduate/ Post Graduate in Electrical Engineering	**18**	Should have experience on safety aspects of all installations and infrastructure of Metro Systems / MRTS / Railways, served in HAG / SAG in Railways. Such exposure to recent technologies should be in Metro / MRTS / Sub Urban Rail System for 5 years at least.	**6**	**14.4**
	Total Estimated Man Months					**110.4**

NB: (i) The above Key Personnel/Experts other than the Team Leader are permitted to share their CVs with not more than two Applicants.

II. Support Personnel

Sl. No	Position	Days per month	Estimated Man Months for 5 years
1	Rail System Support Engineer (Rolling Stock)	8	19.2
2	Rail System Support Engineer (PSS, OHE & MEP)	8	19.2
3	O&M Support Engineer (Operations)	8	19.2
4	O&M Support Engineer (Track)	8	19.2
5	Support Engineer (AFC)	7	16.8
6	Support Engineer (Civil) & Project Coordinator	10	24
7	Support Engineer (Signal & Telecom)	6	14.4
8	Document Controller	21	50.4
	Total Estimated Man Months		**182.4**
	Grand Total (I+II)		**292.8**

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(s), 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 /Experts shall also enclose with its Proposal, proof of qualification from a recognized University/AICTE; certificate(s) from the client(s) certifying that the Key Personnel/Experts 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 with whom the Key Personnel/Experts has worked.

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 including a public sector undertaking, or a statutory authority, 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.

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

2.2.8.1 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 "**Orders**"), prescribing additional qualification restrictions for bidders from a country which shares a land border with India. The restrictions and conditions provided under the 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.

2.2.8.2 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 Orders, with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) or a specific department/ authority of the Government of Telangana designated for this purpose("**Competent Authority**"). The restrictions provided in this Clause 2.2.8 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 2.2.8 shall include reference to consortium member(s) and Associate(s) of such Applicant.

For the avoidance of doubt, no Applicant from a country which shares a land border with India shall be eligible to submit a Proposal if it is not registered with the Competent Authority as on or prior to the Proposal Due Date irrespective of the reason for such lack of registration including Applicant's inability to apply for or obtain registration for any reason whatsoever.

For the purposes of this RfP, "Applicant from a country which shares a land border with India" means:

(a) An entity incorporated, established or registered in such a country; or
(b) A subsidiary of an entity incorporated, established or registered in such a country; or
(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
(d) An entity whose beneficial owner is situated in such a country; or
(e) An Indian (or other) agent of such an entity; or
(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

For the purpose of this Clause 2.2.8, the term “beneficial owner” means:

(i) In case of a company or a limited liability partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means;

Explanations:

(a) “controlling ownership interest” means ownership of, or entitlement to, more than 25% (twenty five percent) of shares or capital or profits of the company;

(b) "control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting arrangements;

(ii) In case of partnership, firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than 15% (fifteen percent) of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than 15% (fifteen percent) of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified in points (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with 15% (fifteen percent) or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership;

For the purpose of this Clause 2.2.8, “agent” means a person employed to do any act for another, or to represent another in dealings with third persons.

Provided that restrictions in this Clause 2.2.8 shall not apply to such Applicant(s), consortium member(s) or Associate(s) which are from countries as are expressly exempted under the Orders.

2.2.8.3 The restrictions and conditions provided in this Clause 2.2.8 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 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 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 2.2.8, the decision as to the eligibility of an Applicant under this Clause 2.2.8 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 Applicants.

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

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 any 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 Associates receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associates; or

(iv) such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or

(v) such Applicant, Member(s)or their Associates has a relationship with another Applicant (or such other Applicant's Members or their Associates), directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Proposal of either or each of the other Applicant; or

(vi) the duties of the Independent Engineer depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Independent Engineer shall not take up any assignment that by its nature will result in conflict with the present assignment; or

(vii) Not used

(viii) the Applicant, its Member or Associate (or any constituent thereof) and the Concessionaire (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the Concessionaire is less than 1% (one percent) of the paid up and subscribed share capital of such Concessionaire; provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 2 (72)of the Companies Act 2013. For the purposes of this sub-clause (viii), indirect shareholding shall be computed in accordance with the provisions of sub-clause (i) above.

For purposes of this RfP, Associate means, in relation to the Applicant/ Member, a person who controls, is controlled by, or is under the common control with such Applicant/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 .

2.3.4 Not used.

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;

(f) reviewed, and satisfied itself as to, the terms and conditions of the Concession Agreement and the Manual of Specifications and Standards; and

(g) 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.

Any 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-Bid Meeting

6 Miscellaneous

7 Annexure A – Bid Security

8 Annexure B – Concession Agreement

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

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 a 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 line shall clearly bear the following identification:

"Queries concerning RfP for appointment of Independent Engineer for O&M Phase-I"

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 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 and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, 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 submit one original financial proposal only and no copy of the financial proposal shall be submitted.

2.13.3 The Proposal shall be typed 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. However permanent employees of a Central PSU or State PSU may be exempted from signature provided their balance service prior to the date of retirement is more than 5(five) years. For avoidance of doubt, if the retirement age is 60 years, the age of the employee shall not be more than 54 years. Certification of such CVs by the Authorized Signatory of the Applicant will be mandatory;

(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 and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Independent Engineer should be able to complete the Consultancy within the specified time schedule. The IE shall be required to provide a minimum of 182.4 Man Months(as defined in the Agreement) 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. All the Key Personnel proposed by the Applicant in its Proposal, with estimated Man Months of 12 or more as per Clause 2.2.2 (D) of this RfP, shall be employees of the Applicant, its Associate or its Member(s), as the case may be. In case any Key Personnel proposed by the Applicant in its Proposal is an employee of the Associate of the Applicant or of its Member, then such Associate or the Member, as the case may be, shall furnish 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 its Member, as the case may be, then the Applicant shall furnish Undertaking - 2 in relation to such Key Personnel in the format specified in Form 17 of Appendix I hereof. In case the Concessionaire provides any alternative technical solutions as per Clause 1.6.4 of Manual of Standards and Specifications as 'proven in service' which is acceptable to IE, then such system where the technology is in use shall be got verified by the representatives of the Authority.

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

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 Independent Engineer 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 Independent Engineer, 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 C 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 (in the field, office etc), 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.

(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 hard copy form (along with one soft copy) and the original of the Financial Proposal in hard copy form 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 per Clause 1.11.1, RfP document no.2446/CEE/ Dy.CE(P-Way) /IE(O&M)/HMRL/2026, Dated November 20, 2026 Consultancy name as indicated in Clause 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

"Do not open, except in presence of the 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 17 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 1to 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 signed by the Authorised Representative

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 IE 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 5 year term of the Assignment Period, the rate paid by the Authority to the IE shall be escalated every year at 5% on a non-compounded basis on the rate for the first year of the Assignment Period.

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.

2.19.4 Before withdrawal of a Proposal, it may specifically be noted that after withdrawal of a Proposal for any reason, the Applicant cannot re-submit the Proposal again.

2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, **a Bid Security of Rs.10,00,000 (Rupees Ten Lakh only) in the form of a Demand Draft / Bank Guarantee issued by one of the Nationalized / Scheduled Banks in India** (in the form prescribed in Annexure A) in favor of Hyderabad Metro Rail Limited, Metro Rail Bhavan, Begumpet, Hyderabad-500003, Telangana

payable at Hyderabad, returnable not later than 120 days from PDD ("**Bid Security**") 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 150 days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement .The second ranked Applicant shall ensure that the validity of the Bid Security furnished by it is extended to be valid until 150 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 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;

(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; or

(h) In case the Selected Applicant appointed as a IE 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 1.11.1 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 contains all the information (complete in all respects) as requested in the RfP;

(g) it does not contain any condition or qualification; and

(h) 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 and identification of Applicants in the Panel of Firms pursuant to Clause 1.6, the Authority would prepare a list of 3 qualified Applicants in the Panel of Firms 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.

2.22 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 on 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) sent by the Authority shall be in writing (sent in hard copy and/or through e-mail)and all clarification(s) in response thereto shall be in writing(sent in hard copy as well as through e-mail).

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 INDEPENDENT ENGINEER

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 Independent Engineer 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 as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.25.2 (i) The Authority expects all the Key Personnel to be available during first year of implementation 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 Independent Engineer. 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. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

(ii) Substitution of Key Personnel 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 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 onein each year. There will not be any deduction for the substitutions from second year onwards where such substitution is limited to one in each year. In the event the Government permits substitution of more than one 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 Independent Engineer, for every substitution exceeding the limit of one Key Personnel.

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

2.26 Indemnity

The Independent Engineer 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 Independent Engineer 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 Independent Engineer. If the Independent Engineer 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 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 Independent Engineer, 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 Independent Engineer to the Authority in relation to the Consultancy shall be the property of the Authority.

2.31 Performance Security

The Independent Engineer shall be required to furnish a performance security of a value equivalent to 3% (three percent) of the Agreement Value. The Independent Engineer shall, furnish a Bank Guarantee/Insurance Surety Bond, substantially in the form specified at Annex-7 of this Agreement.

The Applicant, by submitting its application pursuant to this RfP, shall be deemed to have acknowledged that without prejudice to Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the 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 engages in any of the Prohibited Practices specified in Clause 4.1 of this RfP;

(b) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and

(c) If the Applicant commits any breach of the Agreement.

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 HMRL office, Hyderabad, on a date specified later, 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 Personnelhas to be replaced by the Applicant during negotiations with a better candidate who, in the opinion of the Authority, would score atleast70% 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	20	30% of the maximum marks shall be awarded for the number of 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 / MRTS / Railway sectors.
2.	Proposed Methodology and Work Plan	10	Evaluation will be based on the quality of submissions.

Item Code	Parameter	Max. Marks	Criteria
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 the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other similar work in Metro Rail / Railway sectors. The criteria for scoring are given below:
3(a)	Team Leader	42	Should have experience in Metros / MRTS / Railway operations and maintenance in high density corridors. Should have demonstrated involvement in all aspects of the project, served as HAG / SAG Railway Electrical Engineer with Traction and Rolling Stock maintenance, operations. Such exposure and involvement should be in Metros / MRTS / Sub-Urban Rail Systems, knowledge of latest technologies in similar projects, involvement in rolling stock, traction & power supply systems, operations etc., for 5 years at least.
3(b)	Civil Structures Expert	8	Should have experience in Civil engineering works such as infrastructure works, structural engineering works, bridge bearings, station works, traffic sampling and safety checks etc. Such exposure and involvement should be in Metro/ MRTS/RRTS/ NHSRCL projects for at least 5 years.

Item Code	Parameter	Max. Marks	Criteria
3(c)	Track Expert	8	Should have experience in all track related works, and safety checks required for O&M etc., for large transport/ infrastructure in Metro/MRTS/RRTS /rail projects, served in HAG / SAG level in Railways. Such exposure and involvement should be in Metro / MRTS / RRTS / NHSRCL projects for at least 5 years.
3(d)	Signaling and Tele Communications Expert	15	Should have experience in operation and maintenance of hi-tech signaling and tele communication systems for high density metro Railways / Railway projects, served in HAG / SAG level in Railways. Such exposure to recent technologies of Metro Railways / MRTS / Sub-Urban Rail systems for 5 years at least.
3(e)	AFC Expert	5	Should have experience in operation and maintenance of AFC systems in Metros/ MRTS / NCRTC and should be worked on similar Metro projects for 3 years at least.
3(f)	O & M Expert	12	Experience in O&M and review / preparation of manuals for Metro Rail Systems for various disciplines in Metro / MRTS / Railways, should have served in HAG / SAG level in Railways. Such exposure and involvement should be in Metros / MRTS / Sub-Urban Rail Systems, knowledge of latest technologies in similar

Item Code	Parameter	Max. Marks	Criteria
			projects, involvement in Rolling Stock, Traction & Power supply systems, operations etc. for 5 years at least..
3(g)	Safety Expert	10	Should have experience on safety aspects of all installations and infrastructure of Metro Systems / MRTS / Railways, served in HAG / SAG in Railways. Such exposure to recent technologies should be in Metro / MRTS / Sub Urban Rail System for 5 years at least.
	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 Eligible 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, consultancy assignments in respect of advisory or supervisory (IE / GC / PMC) assignments during development, construction, operations and maintenance of the following projects shall be deemed as eligible assignments (the "**Eligible Assignments**"):

a) Railway/ MRTS projects where the Applicant has received a professional fee/consultancy fee of not less than Rs.10 Crore (Rupees ten Crore).

b) The areas of Railway/ MRTS expertise shall *inter-alia* include, civil structures (including elevated, at grade track structure and stations), signalling, telecommunications, electric traction, rolling stock, air-conditioning, automatic fare collection systems, depots, workshops and other related facilities which are required for successful building and commercial operations of MRTS/ Railways.

3.2 Short-listing of Applicants

Of the Applicants who have scored atleast 70 marks and ranked as per Clause 3.1.1 hereof, up to 6 (six) Applicants shall be selected and included in the Panel of Firms as provided for in Clause 1.6. Of the Applicants who are included in the Panel of Firms, 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 inclusion in the Panel of Firms and/ or 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 Independent Engineer. 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, its 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, its Consortium Members 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, its Consortium Member(s), their Associate(s) or the Independent Engineer, 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, its Consortium Member(s) , their Associate(s) and / or Independent Engineer, 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(s), Associate or Independent Engineer, 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-BID MEETING

5.1 Pre-Bid Meeting of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

5.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

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 (i) In case the Concessionaire suspends the operations under the Concession Agreement for a continuous period of more than 3 months due to any reasons attributed to the Concessionaire/Authority, the IE shall be required to wind-up all operations temporarily in respect of the Consultancy. The IE shall be given a maximum of 3 months for temporarily winding up all the activities and placing the Consultancy obligations under suspension.

(ii) During the period of suspension of the Consultancy, no payments shall be made by the Authority to the IE, 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

operations under the Concession Agreement, the IE shall complete all pending reports and deliverables and submit the same to the Authority.

(iii) During the aforesaid six month period commencing from the date of suspension of the entire operations under the Concession Agreement, the IE 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.

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

(v) Where the suspension of the Consultancy Services continues for a continuous period of more than 180 days, immediately upon the resumption of work under the Concession Agreement, the suspension under the Agreement shall stand removed and the IE 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 under the Concession Agreement. Immediately upon the resumption of work under the Concession Agreement, the suspension under the Agreement shall stand removed and the IE 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 Additional Managing Director,
Hyderabad Metro Rail Limited,
Metro Rail Bhavan, Begumpet,
Hyderabad-500003,
Telangana.

B.G. No.
Dated:

1. In consideration of you, the Managing Director, Hyderabad Metro Rail 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 permitted assigns) having agreed to receive the Proposal of [_____] (a company registered under the laws of _____) and having its registered office at [_____] (hereinafter referred to as the "Applicant" which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and permitted assigns), for selection of Independent Engineer for O&M period for the Hyderabad Metro Rail Project pursuant to the RFP Document No.2446/CEE/Dy.CE(P-Way)/IE(O&M)/HMRL/2026, Dated November 20, 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. 10 lakh (Rupees ten lakh only) (hereinafter referred to as the "**Guarantee**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall at any time fail to fulfil or comply with all or any of the terms and conditions contained in the said RfP or the Proposal.

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 120 (one hundred and twenty) 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 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 fulfillment 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. 10 lakh (Rupees ten 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 Independent Engineer

for O&M period

for

Hyderabad Metro Rail Project for Phase-I

Terms of Reference (TOR) for Independent Engineer

Terms of Reference (TOR)

TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

1 Scope

1.1 These Terms of Reference for the Independent Engineer (the "**TOR**") are being specified pursuant to the Concession Agreement dated 04-09-2010, which has been entered into between the Government and L&T Metro Rail (Hyderabad) Limited(the "**Concessionaire**"), a company promoted by Larsen & Toubro Limited, for the Rail System on Miyapur to L.B. Nagar Corridor; Jubilee Bus Station to MGBS Corridor and Nagole to Raidurg Corridor in city of Hyderabad on design, build, finance, operate and transfer (DBFOT) basis, and a copy of which is annexed hereto and marked as Annex-B to form part of this TOR.

1.2 This TOR shall apply to operation and maintenance of the Rail System.

2 Definitions and interpretation

2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Concession Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Concession Agreement.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Concession Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

3 Role and functions of the Independent Engineer

3.1 The role and functions of the Independent Engineer shall broadly include the following:

i) review of the Drawings and Documents as set forth in Paragraphs 4.1 and 4.2;

ii) review, inspection and monitoring of O&M as set forth in Paragraph 4.4 to 4.19;

iii) review of the Maintenance Manual and Maintenance Programme of the Project as set forth in Paragraph 4.6;

iv) review, inspection and testing of Rail System as set forth in Paragraphs4.8 to 4.19, as applicable;

v) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 5 ;

vi) determining, as required under the Concession Agreement, the costs of any works or services and/or their reasonableness;

vii) determining, as required under the Concession Agreement, the period or any extension thereof, for performing any duty or obligation;

viii) assisting the Parties to the Concession Agreement in resolution of disputes as set forth in Paragraph 7 ; and

ix) undertaking all other duties and functions in accordance with the Concession Agreement.

4 Operation Period

4.1 During the Operation Period, the Independent Engineer shall undertake a detailed review of the Drawings / Documents to be furnished by the Concessionaire along with supporting data andshall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings / Documents. In particular, such comments shall specify the conformity or otherwise of such Drawings / Documents with the Scope of the Project and Specifications and Standards.

4.2 The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.

4.3 Omitted.

4.4 Upon reference by the Authority, the Independent Engineer shall review and comment on any contract for operation and maintenance of the Rail System, and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.

4.5 Omitted.

4.6 (i) The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.

(ii) The Independent Engineer shall review the Maintenance Manual furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Manual.

4.7 The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.

4.8 The Independent Engineer shall inspect the Rail System, including Trains / rolling stock, every month, preferably after receipt of the monthly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out an **O&M Inspection Report** as per Clause 19.3 of the Concession Agreement and carry out, or cause to be carried out, tests as per Clause 19.4 of the Concession Agreement and remedial measures as per Clause 19.5 of the Concession Agreement setting forth an overview of the status, quality and safety of O&M including its conformity with the Key Performance Indicators, Maintenance Requirements and Safety Requirements as per the Concession Agreement. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Rail System. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

4.9 Deleted.

4.10 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Rail System is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.

4.11 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-K of Concession Agreement, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

4.12 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Concession

Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.

4.13 The Independent Engineer on receipt of a notice issued by the Concessionaire addressed to Commissioner of Metro Rail Safety (CMRS) for closure of any track of the Rail System for undertaking maintenance/repair thereof, shall monitor maintenance/repair works being carried out in accordance with Good Industry Practice. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the re-opening of such track(s), and in case of delay, determine the Damages payable by the Concessionaire to the Authority under Clause 17.7 of the Concession Agreement.

4.14 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.5 of the Concession Agreement.

4.15 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Rail System, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.

4.16 Audit of Fare collection system

The Independent Engineer shall, once in a month, conduct an audit of the working of the automatic Fare collection system installed by the Concessionaire, to check its accuracy in recording the entry and exit of Users and in recording the Fare.

4.17 The Independent Engineer shall undertake traffic sampling, as and when required by the Authority, under and in accordance with Article 22 and Schedule-O of the Concession Agreement.

4.18 The Independent Engineer shall monitor and review the O&M obligations of the Concessionaire as per Clause 17.1 of the Concession Agreement.

4.19 The Independent Engineer shall monitor that the Rail System conforms to the maintenance requirements set forth in the Schedule-K of the CA; and to the Maintenance Manual as per Clause 17.3 of the Concession Agreement.

5 Termination

5.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer

shall, in the presence of a representative of the Concessionaire, inspect the Rail System for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 38.1 of the Concession Agreement and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Rail System is such that its repair and rectification would require a larger amount than the sum set forth in Clause 39.2 of the Concession Agreement, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

5.2 The Independent Engineer shall inspect the Rail System once in every 15(fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 39 of Concession Agreement, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

6 Determination of costs and time

6.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Concession Agreement.

6.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Concession Agreement.

7 Assistance in Dispute resolution

7.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.

7.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Concession Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

8 Other duties and functions

The Independent Engineer shall perform all other duties and functions pertaining to Operation Period as specified in the Concession Agreement.

9 Miscellaneous

9.1 The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.

9.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.

9.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Concession Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the Authority along with its comments thereon.

9.4 The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including any revision in ‘as-built’ Drawings, and keep them in its safe custody.

9.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said document shall also be furnished in micro film form or in such other medium as may be acceptable to the Authority.

SCHEDULE – 2

(See Clause 2.1.3)

Agreement

for

Appointment of Independent Engineer

for O&M period

for

Hyderabad Metro Rail Project for Phase-I

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AGREEMENT

Appointment of Independent Engineer for O&M period for Hyderabad Metro Rail Project for Phase-I

AGREEMENT No._____

This AGREEMENT (hereinafter called the "**Agreement**") is made on this _____ day of _____ 2020, between,

(1) The Government of Telangana represented by the Managing Director, Hyderabad Metro Rail Limited having its principal offices at Metro Rail Bhavan, Begumpet, Hyderabad–500003,Telangana (hereinafter called the "**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 "**Independent Engineer**" which expression shall include their respective successors and permitted assigns).

The Independent Engineer and the Authority are individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS

(A) The Authority vide its RFP Document No.2446/CEE/Dy.CE(P-Way)/IE(O&M)/HMRL/2026, Dated November 20, 2026("**RfP**") for Appointment of Independent Engineer for O&M for Hyderabad Metro Rail Project (hereinafter called the "**Project**") invited certain entities pursuant to the RfPto submit their technical and financial proposal in accordance with the terms of the RfP for selection for appointment as Independent Engineer so as to provide the Services (as defined hereinafter) in relation to the Project;

(B) The Independent Engineer submitted its technical and financial proposal (collectively the "**Proposal**") in response to the said RfP, whereby the Independent Engineer agreed to provide the Services to the Authority on the terms and conditions as set forth in this Agreement;

(C) The Independent Engineer 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 Independent Engineer in its Proposal submitted pursuant to the RfP and evaluation of the Proposal in terms of the RfP, selected it as the Independent Engineer and awarded the Consultancy to the Independent Engineer 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 Independent Engineer.

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) " 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 Independent Engineer 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) "Mobilisation Advance" shall have the meaning set forth in Clause 6.3

(p) "Party" means the Authority or the Independent Engineer, as the case may be, and Parties means both of them;

(q)"Personnel" means collectively, the Key Personnel, the other Professional Personnel and the Support Personnel;

(r) "Professional Personnel" means experts and specialists in their respective areas that form a part of the Consultancy Team as defined in the RfP;

(s) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;

(t) "Services" means the work to be performed by the Independent Engineer pursuant to this Agreement, as described in the Terms of Reference hereto;

(u) "Sub-Consultant" means any entity to which the Independent Engineer subcontracts any part of the Services in accordance with the provisions of Clause 4.7;

(v) "Support Personnel" means managerial/support staff that form a part of the Consultancy Team as defined in the RfP;

(w) "Third Party" means any person or entity other than the Authority, the Independent Engineer 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 Independent Engineer. The Independent Engineer 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 Independent Engineer shall be as set forth in the Agreement; in particular:

(a) the Independent Engineer 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 Independent Engineer 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 Notice

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 Independent Engineer, be given by facsimile or [e-mail][1]and by letter delivered by hand to the address given and marked for attention of the Independent Engineer's Representative set out below in Clause 1.10 or to such other person as the Independent Engineer 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,][2]as the Independent Engineer 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 Independent Engineer; provided that if the Independent Engineer 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

[1]Please confirm
[2]Please confirm the changes made.

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 Authority of the Lead Member

In case the Independent Engineer has submitted its Proposal in response to the RfP as a Lead Member of a consortium and consists of a consortium of more than one entity, the Parties agree that the Independent Engineer shall act on behalf of the Consortium Members in exercising the Independent Engineer'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 Independent Engineer 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. 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 such Consortium Members or any entity other than the Independent Engineer.

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 Independent Engineer, 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. B. Ajith Reddy,
Additional Managing Director
Hyderabad Metro Rail Limited,
Metro Rail Bhavan, Begumpet, Hyderabad -500003.
Phone: +91-40-23388589
Email: addlmd@hmrl.co.in

1.10.3 The Independent Engineer shall designate one of its employees as Independent Engineer's Representative. Any communication or document required to be signed by the Independent Engineer shall be valid and effective

only if signed by the Independent Engineer's Representative. Unless otherwise notified, the Independent Engineer's Representative shall be:

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

1.11 Taxes and duties

The Independent Engineer 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 Independent Engineer.

1.12 Representations and Warranties

The Independent Engineer represents and warrants to the Authority that:

(a) it is duly organised and validly existing under the laws of Hyderabad, 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 independent engineer for the Projector 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 employees of the Independent Engineer {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 Independent Engineer to perform the Services and the Independent Engineer hereby accepts such appointment and agrees to perform the Services. The Independent Engineer 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 Independent Engineer does not commence the Services to the satisfaction of the Authority, within the period specified or notified under Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Independent Engineer, terminate this Agreement, and in the event of such termination, the Bid Security of the Independent Engineer 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 5 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 Independent Engineer as may be set out in and arising out of the provisions of 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 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 affect 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 thereof.

2.7.6 Consultation

Not later than thirty (30) days after the Independent Engineer 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 Independent Engineer, suspend all payments to the Independent Engineer hereunder if the Independent Engineer 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 Independent Engineer to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Independent Engineer of such notice of suspension.

2.8.2 Suspension of Services

(a) In case the Concessionaire (as defined in the Concession Agreement) suspends the operations under the Concession Agreement for a continuous period of more than 3 months, the Authority may by notice in writing require the IE to wind-up all operations temporarily in respect of the Services. The IE 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 IE, 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 operations under the Concession Agreement the IE 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 operations under the Concession Agreement, the IE 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 IE shall be paid reasonable direct demonstrable demobilization and mobilization charges, as approved by the Authority.

(e) Where the suspension of the Services continues for a continuous period of more than 180 days, immediately upon the resumption of work under the Concession Agreement, the suspension under the Agreement shall stand removed and the IE 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 under the Concession Agreement. Immediately upon the resumption of work under the Concession Agreement, the suspension under the

Agreement shall stand removed and the IE 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 Independent Engineer, 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 Independent Engineer 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 Independent Engineer 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 Independent Engineer is admitted by the relevant court or tribunal;

(c) the Independent Engineer fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

(d) the Independent Engineer submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Independent Engineer knows to be false, incorrect or misleading;

(e) any document, information, data or statement submitted by the Independent Engineer in its Proposals, based on which the Independent Engineer was considered eligible or successful, is found to be false, incorrect or misleading;

(f) if the Authority receives a written representation from the Concessionaire seeking termination of the appointment of the Independent Engineer as per Clause 23.4.2 of the Concession Agreement and decides to terminate this Agreement pursuant to the terms of Clause 23.4.2;

(g) as the result of Force Majeure, the Independent Engineer is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(h) occurrence of any event for which the Authority is entitled to terminate the Agreement/ appointment of the Independent Engineer; or

(i) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Independent Engineer

The Independent Engineer 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 Independent Engineer 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 Independent Engineer that such payment is overdue; or

(b) as the result of Force Majeure, the Independent Engineer is unable to perform a material portion of the Services for a period of not less than one hundred and eighty (180) consecutive days.

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, and (iii) the Independent Engineer'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 Independent Engineer 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 Independent Engineer and equipment and materials furnished by the Authority, the Independent Engineer 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 Independent Engineer (after offsetting against these payments any amount that may be due from the Independent Engineer to the Authority):

(a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

(b) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and

(c) except in the case of termination pursuant to sub-clauses (a) through (f) 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 INDEPENDENT ENGINEER

3.1 General

3.1.1 Standards of Performance

The Independent Engineer 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 Independent Engineer are specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The Independent Engineer shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Independent Engineer 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 Independent Engineer and any Sub-Consultant, comply with the Applicable Laws.

Where any permits, licenses or approvals, including work permits for the Professional Personnel of the Independent Engineer are required, the Independent Engineer shall promptly obtain the same at its own cost and expense.

3.2 Conflict of Interest

3.2.1 The Independent Engineer, 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 Independent Engineer, 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;

(b) Not used

(c) at any time, such other activities as have been specified in the RfP as Conflict of Interest.

3.2.4 Independent Engineer not to benefit from commissions, discounts, etc.

The remuneration of the Independent Engineer pursuant to Clause 6 hereof shall constitute the Independent Engineer's sole remuneration in connection with this Agreement or the Services and the Independent Engineer 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 Independent Engineer 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 Independent Engineer 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 Independent Engineer, without being liable in any manner whatsoever to the Independent Engineer, if it determines that the Independent Engineer 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 Independent Engineer 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 Independent Engineer shall not be eligible to participate in any tender or RfP issued during a period of 2 (two) years from the date the Independent Engineer 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

3.3.1 The Independent Engineer agrees that all reports, data, drawings, design software or other material relating to the Services, 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.

3.3.2 The Independent Engineer 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 the Concessionaire to the Independent Engineer, its Sub-Consultants and the Personnel, or created by the Independent Engineer under this Agreement; any information provided by or relating to the Authority or the Concessionaire,

their technology, technical processes, business affairs or finances or any information relating to the Authority's or the Concessionaire's employees, officers or other professionals or suppliers, customers, or contractors of the Authority or the Concessionaire; and any other information which the Independent Engineer 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 or the Concessionaire, as applicable.

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

(a) was in the public domain prior to its delivery to the Independent Engineer, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Independent Engineer, its Sub-Consultants and the Personnel of either of them;

(b) was obtained from a third party with no known duty to maintain its confidentiality;

(c) 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 Independent Engineer, 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;

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

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

3.4.2 Independent Engineer's liability towards the Authority

The Independent Engineer 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 Independent Engineer 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 Independent Engineer.

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

(a) for any indirect or consequential loss or damage; and

(b) 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 Independent Engineer may be entitled to receive from any insurance maintained by the Independent Engineer to cover such a liability in accordance with Clause 3.5.2.

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

3.5 Insurance to be taken out by the Independent Engineer

3.5.1 (a) The Independent Engineer 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 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 Independent Engineer 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 Independent Engineer 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 Independent Engineer, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Independent Engineer, and the Independent Engineer 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 Independent Engineer and the Independent Engineer shall procure an undertaking from the insurance company to this effect; provided that in the event the Independent Engineer has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to three (3) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiaryof the Independent Engineer 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 Independent Engineer 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 Independent Engineer 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 Independent Engineer'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 Independent Engineer's actions requiring the Authority's prior approval

The Independent Engineer 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 Independent Engineer 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 Independent Engineer 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 Independent Engineer to be property of the Authority

3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Independent Engineer or any of its Personnel or any Third Party in performing the Services shall become and remain the property of the Authority, 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 Independent Engineer 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 Independent Engineer and the Independent Engineer shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The Independent Engineer 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 Independent Engineer shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority. The Independent Engineer 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 Independent Engineer 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 Independent Engineer by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Independent Engineer 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 Independent Engineer 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 Independent Engineer shall ensure that the Authority, and officials duly authorized by the Authority, are provided unrestricted access to all offices of the Independent Engineer 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 Independent Engineer and verify the records for its satisfaction.

3.12. Accuracy of Documents

The Independent Engineer 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 Independent Engineer shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

The Independent Engineer 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 Independent Engineer in relation to the Services.

4 INDEPENDENT ENGINEER'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

Towards performance of its obligation to provide the Services to the Authority, the Independent Engineer shall employ and provide such qualified and experienced Personnel as may be required to carry out such Services. The Key Personnel of the Independent Engineer 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 Independent Engineer's obligation to provide the Services is not limited to provision of Key Personnel and notwithstanding the provision of such Key Personnel, the Independent Engineer 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 Independent Engineer'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 Independent Engineer by written notice to the Authority, provided (i) that such adjustments shall not alter the original 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 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 Independent Engineer, 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 Independent Engineer 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 Independent Engineer 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

4.4.1 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 Independent Engineer. 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.

4.4.2 Substitution of Key Personnel when he is working with the Independent Engineer or its consortium member will not be accepted under any circumstances.

4.4.3 Substitution of Key Personnel 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 the Independent Engineer 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 one in each year. There will not be any deduction for the substitutions from second year onwardswhere such substitution is limited to one in each year. In the event the Government permits substitution of more than one 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 Independent Engineer, for every substitution exceeding substitution the limit of one 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 Independent Engineer’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 Independent Engineer shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Team Leader

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

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority for the purposes of providing the Support Personnel. The Independent Engineer 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 Independent Engineer 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 IE 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 (in consultation with the Concessionaire) for such deployment and for the duration of the deployment. For the purposes of computing the payments due to the IE, only the time expended by deployed Key Personnel or other Professional Personnel who have been authorized by the Authority shall be considered. The IE 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 IE 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:

(a) 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.

(b) 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.

(c) 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 IE 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 IE acknowledges that where Services are provided in a subsequent year to the Assignment Period to the year in which the Services were initially requested, on account of a delay in deployment, the IE 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 Independent Engineer 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.

5.1.1 Unless otherwise specified in the Agreement, the Authority shall assist the Independent Engineer in obtaining from the relevant government instrumentality:

(a) work permits for and such other documents as may be necessary to enable the Independent Engineer, its Sub-Consultants or Personnel to perform the Services; and

(b) prompt clearance through customs of any property required for the Services.

5.1.2 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 Independent Engineer 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 Independent Engineer 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 Independent Engineer) which increases or decreases the cost or reimbursable expenses incurred by the Independent Engineer 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 Independent Engineer 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 Independent Engineer under this Agreement, the Authority shall make to the Independent Engineer such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE INDEPENDENT ENGINEER

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Independent Engineer 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 Independent Engineer 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 agreed upon.

6.1.4 The Man Day Rate quoted by the Independent Engineer 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 5 year term of the Assignment Period, the rate paid by the Authority to the IE shall be escalated every year at 5% on a non-compounded basis on the rate for the first year of the Assignment Period.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Independent Engineer 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) A Mobilisation Advance for an amount upto 10% (ten percent) of the Agreement Value shall be paid to the Independent Engineer on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee shall remain effective until the advance payment and the interest payable on it has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and the Mobilisation Advance and the interest shall be adjusted in twelve equal installments from the first twelve payments due and payable to the Independent Engineer.

(b) The Independent Engineer shall be paid for its Services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Independent Engineer fulfilling the following conditions:

(i) No payment shall be due for the next stage till the Independent Engineer completes to the satisfaction of the Authority the work pertaining to the preceding stage.

(ii) The Authority shall pay to the Independent Engineer, only the undisputed amount.

(c) The Authority shall cause the payment due to the Independent Engineer 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 10% (ten 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 Independent Engineer 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 Independent Engineer specifying in detail, the deficiencies in the Services, the final report or final statement, as the case may be. The Independent Engineer 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 Independent Engineer to the Authority within 30 (thirty) days after receipt by the Independent Engineer 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 Independent Engineer 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 Independent Engineer.

(f) All payments to be made to the Independent Engineer under this Agreement shall be made to the account of the Independent Engineer as may be notified to the Authority by the Independent Engineer.

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 Independent Engineer, 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 Independent Engineer 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 due and payable to the Independent Engineer hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2 The Independent Engineer 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 [ ], substantially in the form specified at Annex-7 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in any work undertaken or any reports submitted by the Independent Engineer, the damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Independent Engineer by way of liquidated damages, subject to a maximum of the Agreement Value. 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 Independent Engineer, 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

Independent Engineer in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Independent Engineer 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 the Special Chief Secretary, MA&UD and the Head of the organization of the Independent Engineer 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 Independent Engineer and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Independent Engineer and the Authority agree that an Award may be enforced against the Independent Engineer, 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 Independent Engineer 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
Independent Engineer :	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 Independent Engineer as per the Man-Months rate as the contract for appointment of Independent Engineer is time based. The actual payments shall be made as per the actual Man-Months utilized on monthly basis

Annex 7

Bank Guarantee for Performance Security

To
Hyderabad Metro Rail Limited,
Metro Rail Bhavan, Begumpet,
Hyderabad-500003,
Telangana.

In consideration of Government of Telangana represented by the Managing Director, Hyderabad Metro Rail 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 assigns) having entered into an agreement dated [_____] (hereinafter referred to as the "**Agreement**") with M/s ……., having its office at …….. (hereinafter referred as the "Independent Engineer" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), for its Appointment of Independent Engineer for O&M of Phase – I, for a period of 5 years from 01.02.2027. In terms of the Agreement the Independent Engineer has agreed to furnish a Bank Guarantee 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 Independent Engineer 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 Independent Engineer 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 unconditionally and irrevocably undertake to pay the amounts due and payable under this Guarantee, without any demur, 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 would be caused to or suffered by the Authority due to a default of or breach by the said Independent Engineer of any of the terms or conditions contained in the said Agreement or by reason of the Independent Engineer'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 Independent Engineer is in default of or breach of any of the terms and conditions of the Agreement and the decision of the Authority that the Independent Engineer 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 Independent Engineer. We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Independent Engineer 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 Independent Engineer 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 Independent Engineer and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of 1 (one) year from the date of expiry of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

6. We, the Bank, further agree that the Authority shall have the liberty without our consent and without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, any of the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Independent Engineer 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 Independent Engineer, 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 given to the Independent Engineer 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 Independent Engineer and any change in the constitution of the Independent Engineer 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 fulfillment, compliance and/or performance of all or any of the obligations of the Independent Engineer under the Agreement.

9. We, the Bank, 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

S.No	Key Personnel	Responsibilities
1	Team Leader	Shall be over all in-charge of the IE functions and responsibilities in implementation of the Project during the operation period (O&M period) for liaison with the Concessionaire and the Authority, attending periodic review meetings with the Concessionaire and the Authority and undertaking all other duties and functions in accordance with the Agreement during the Assignment Period of five years. Shall be responsible for all Engineering functional checks required for O&M including Rolling Stock checks, Traction & Power Supply checks, all MEP works, safety checks etc.,.
2	Civil Structure Expert	shall be responsible for inspection and review of structures such as civil infrastructure works, traffic sampling, structural engineering works, station works and related checks and reviewing and providing comments on maintenance manuals of civil structures of O&M system in accordance with the Agreement.
3	Track Expert	shall be responsible for inspection and review of track and related checks, traffic sampling and reviewing and providing comments on maintenance manuals of track structure of O&M system in accordance with the agreement.
4	Signaling and Tele Communications Expert	Shall be responsible for inspection and review of O&M of hi-tech signaling and communication systems in Metros, providing comments on maintenance manuals of hi-tech signaling and communication systems in accordance with the agreement

S.No	Key Personnel	Responsibilities
5	AFC Expert	Shall be responsible for inspection and review of O&M of AFC systems in Metros providing comments on maintenance manuals of AFC systems in accordance with the agreement
6	O & M Expert	Shall be responsible for inspection & review of O&M works of Rolling Stock, OETS, MEP etc., review and providing comments on the preparation of manuals for Metro Systems for various disciplines and all other duties and functions in accordance with the Agreement.
7	Safety Expert	Shall be responsible for inspection & review of safety of Metro systems, passengers safety etc., review and providing comments on the safety manuals for Metro Systems.

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. Independent Engineers should be deemed to be in a conflict of interest situation if it can be reasonably concluded that its or its consortium member's 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 Independent Engineers should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the Authority and an Independent Engineer, its consortium member's or any of their Associates' or between Independent Engineers, its consortium member's or any of their Associates' and present or future concessionaries. Some of the situations that would involve conflict of interest are identified below:

   (a) Authority and Independent Engineers, its consortium members or any of their Associates:

      (i) Potential Independent Engineer, its consortium members or any of their Associates should not be privy to information from the Authority regarding this RfP or the Selection Process which is not available to others.

      (ii) Not used.

      (iii) Not used.

   (b) Independent Engineers, its consortium members or any of their Associates and concessionaires:

      (i) No Independent Engineer or its consortium members or any of their Associates should have an ownership interest in the concessionaire.

      (ii) Not used.

      (iii) Not used.

4. The normal way to identify conflicts of interest is through self-declaration by Independent Engineers, its consortium members or any of their Associates. Where a conflict exists, which has not been declared, competing companies

are likely to bring this to the notice of the Authority whose decision on whether or not a conflict exists shall be final. All conflicts must be declared as and when the Independent Engineers, its consortium members or any of their Associates become aware of them.

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 Independent Engineer'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 Independent Engineer 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 Independent Engineers 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 Independent Engineers 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 Independent Engineers 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, Independent Engineers should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

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 Additional Managing Director,
Hyderabad Metro Rail Limited,
Metro Rail Bhavan, Begumpet,
Hyderabad-500003,
Telangana.

Sub: Appointment of Independent Engineer for O&M of Phase – I, for a period of 5 years from 01.02.2027.

Ref: RFP Document No.2446/CEE/Dy.CE(P-Way)/IE(O&M)/HMRL/2026, Dated November 20, 2026.

Dear Sir,

1. With reference to your RfP Document dated 20.11.2026, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Independent Engineer for O&M period Hyderabad Metro Rail Project. 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 Independent Engineer 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 Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been

expelled from any project or contract 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 Independent Engineer, 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 an Independent Engineer.

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 Independent Engineer or in connection with the Selection Process itself in respect of the above mentioned Project.

14. The Bid Security of Rs. 10,00,000/- (Rupees Ten Lakh only) in the form of a Demand Draft / Bank Guarantee is attached, in accordance with the RfP document.

15. I/We agree and understand that the proposal is subject to the provisions of the RfP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

16. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Proposal Due Date specified in the RfP.

17. A Power of Attorney in favor of the 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 Independent Engineer, 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 setforth 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**") and mentioned in the RfP. 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, License Agreement or applicable laws, rejecting the Proposal, or terminating the LOI or License 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 worksto 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 Independent Engineer for O&M of Phase – I, for a period of 5 years from 01.02.2027.
1.2	Title of Project: Hyderabad Metro Rail Project
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a 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/ 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 Insolvency and Bankruptcy Code, 2016, the Authority may, at its sole discretion, consider the Proposal of such Applicant.
1.7	Not used.
1.8	Not used. (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 Additional Managing Director,
Hyderabad Metro Rail Limited,
Metro Rail Bhavan, Begumpet,
Hyderabad-500003,
Telangana.

Dear Sir,

Sub: Appointment of Independent Engineer for O&M of Phase – I, for a period of 5 years from 01.02.2027.

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 Applicant's name) will act as the Lead Member of our consortium.

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 Independent Engineer for O&M period for the Hyderabad Metro Rail Project**,** 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 NAMEDPRINCIPAL 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 executants (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.		

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

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.

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						
2.	Civil Structure Expert						
3.	Track Expert						
4.	Signaling and Tele Communications Expert						
5.	AFC Expert						
6.	O & M Expert						
7.	Safety Expert						

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 two 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/ company 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.

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 a date to be specified subsequently 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)	(5)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

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

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.

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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)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Use separate Form for each Key Personnel.

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

APPENDIX-I

Form 10

Eligible Assignments of Applicant

(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:

Use separate sheet for each Eligible Assignment.

Attach a single page summary containing the brief particulars of each project.

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: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs cr. or US$ million):	
Paymentreceived 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: Use separate sheet for each Eligible Assignment.
Attach a single page summary containing the brief particulars of each project.
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 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	1	2	3	4	5	6	7	8	9	10	11	12	--	--	--	--	--	--	--	60
1.																							
2.																							
3.																							
4.																							
5.																							
6.																							
7.																							
8.																							
9.																							
10.																							
11.																							
Total Man Days																							

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 Associate*) is held, directly or indirectly[£], by …….. (*name of Applicant/ 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 in the Associate. In the event the Associate is under common control with the Applicant, 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:

The Proposal for Sub-Consultant shall be accompanied by the details specified in Forms 12 and 13 of Appendix –I.

Use separate form for each Sub-Consultant

APPENDIX-I

Form 16

[On the Applicant's Letterhead]

Date:

Undertaking - 1

To
The Additional Managing Director,
Hyderabad Metro Rail 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 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)

APPENDIX-I

Form 17

[On the Applicant's Letterhead]

Date:

Undertaking - 2

To
The Additional Managing Director,
Hyderabad Metro Rail 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 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 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-II

FINANCIAL PROPOSAL

Form 1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

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

Dear Sir,

Subt: Appointment of Independent Engineer for O&M of Phase – I, for a period of 5 years from 01.02.2027.

Ref: RFP Document No.2446/CEE/Dy.CE(P-Way)/IE(O&M)/HMRL/2026, Dated November 20, 2026..

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

~~I~~/We agree that this offer shall remain valid for a period of 120 (one hundred and 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.	**KEY PERSONNEL AND LOCAL COSTS**	
I	Remuneration for Professional Personnel (inclusive of all personal allowances)	
	(1) Team Leader	
	(2) Civil Structures Expert	
	(3) Track Expert	
	(4) Signalling& Telecom Expert	
	(5) AFC Expert	
	(6) O&M Expert	
	(7) Safety Expert	
II	Remuneration for Support Personnel (inclusive of all personal allowances)	
	(1) Rail System Support Engineer (Rolling Stock)	
	(2) Rail System Support Engineer (MEP, PSS & OHE)	
	(3) O&M Support Engineer (operations)	
	(4) O&M Support Engineer (Track)	
	(5) Support Engineer (AFC)	
	(6) Support Engineer (Civil & Project coordinator)	
	(7) Support Engineer (Signalling& Telecom)	
	(8) Document Controller	
III	Office Rent	
IV	Office Consumables like stationery, communication etc.	
V	Office Furniture and Equipment (Rental)	

Item No.	Description	Amount (Rs.)
VI	Reports and Document Printing	
	Sub-total Personnel and Local Costs (A):	
B	**GST**	
C	**TOTAL (including taxes) (A+B) (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 C shall, therefore, be the amount for purposes of evaluation.

2. Estimate of Costs for Item A I and AII shall be as per Form-3 of Appendix II.

3. Deleted

4. Deleted

5. 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 VI of item No. A.

6. The reimbursement of expenses shall be limited to the amounts indicated above.

7. Savings of upto 20% (twenty percent) under any head of expenditure specified in the summary of Financial Proposal may be re-appropriated by the Independent Engineer 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 re-appropriation to the Authority, the Financial Proposal shall be deemed to be amended, and payment shall be made accordingly.

8. No escalation on any account will be payable on the above amounts.

9. Insurance and any other charges not shown here are considered included in the Man Day rate/ overhead expenses.

10. Deleted.

11. Deleted.

12. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws 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	Total Man Days each month	Man Day Rate (Rs.)	Man Month Rate (Rs)	Total Man Months	Amount (Rs.)
		A I. Remuneration for Professional Personnel (including all personal allowances)					
	(1) Team Leader		16				
	(2) Civil Structures Expert		4				
	(3) Track Expert		4				
	(4) Signaling& Telecom Expert		6				
	(5) AFC Expert		4				
	(6) O&M Expert		6				
	(7) Safety Expert		6				
	Sub Total		46				
		A II. Remuneration for Support Personnel (including all personal allowances)					
	(1) Rail System Support Engineer (Rolling Stock)		8				
	(2) Rail System Support Engineer (MEP, PSS &OHE)		8				

ID No.	Position	Name	Total Man Days each month	Man Day Rate (Rs.)	Man Month Rate (Rs)	Total Man Months	Amount (Rs.)
	(3) O&M Support Engineer (operations)		8				
	(4) O&M Support Engineer (Track)		8				
	(5) Support Engineer (AFC)		7				
	(6) Support Engineer (Civil & Project coordinator)		10				
	(7) Support Engineer (Signaling& Telecom)		6				
	(8) Document Controller		21				
	Sub Total		76				
		Total of A I + A II	**122**				