



Public Private Partnership

Request for Qualification

(No. K-RIDE/BSRP/18/2023)

for

**Selection of Entity for Design,
Manufacturing, Supply, Commissioning,
Operation and Maintenance of Rolling
Stock on PPP Model for Bengaluru Sub-
Urban Rail Project**

January, 2023

Rail Infrastructure Development Company (Karnataka) Limited

(A joint Venture of Govt. of Karnataka & Ministry of Railways)

**RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA)
LIMITED**

"Samparka Soudha", 1st Floor, (Opp. Orion Mall),
Dr. Rajkumar Road, Rajajinagar 1st Block,
Bangalore - 560 010 E-mail: jgmrs@kride.in

No. K-RIDE/BSRP/18/2023

Date: 23.01.2023

Tender Invitation

(E-procurement)

Selection of Entity for Design, Manufacturing, Supply, Commissioning, Operation, and Maintenance of Rolling Stock on PPP Model for Bengaluru Suburban Rail Project

1. The Senior Deputy General Manager/Mechanical, RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED invites experienced and capable applicants, who fulfilling the criteria for pre-qualification in accordance with the terms of the RFQ document. The pre-qualified and shortlisted applicants shall be invited to submit technical and financial bids during the next stage i.e. bid stage.

RFQ NO.	Details of Contract	Period of contract
KRIDE/BSRP/18/2023	Selection of Entity for Design, Manufacturing, Supply, Commissioning, Operation, and Maintenance of Rolling Stock on PPP Model for Bengaluru Suburban Rail Project	As per the delivery schedule in Annexure - XIV

2. E-proc. Indent no. K-RIDE/BSRP/18/2023 dated. 23-Jan-2023.
3. Pre-qualification will be based on the terms of the RFQ document.
4. Interested applicants may access the bidding document (RFQ) from the e-procurement portal, <https://eproc.karnataka.gov.in> from 24-Jan-2023 onwards.
5. Applicants meeting the pre-qualification criteria specified in the RFQ document shall participate.
6. Pre-application conference will be held on 27.02.2023 at 1100 hrs queries about the tender documents, if any, shall be submitted in writing/email before 20.02.2023. The postal address and email ID shall be as follows:

**RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA)
LIMITED**

“Samparka Soudha”, 1st Floor, (Opp. Orion Mall),
Dr. Rajkumar Road, Rajajinagar 1st Block,
Bangalore – 560 010 E-mail: jgmrs@kride.in

7. The last date for submission of proposals is 15.03.2023 1500 hrs

8. Opening of pre-qualification proposals is on Date 16.03.2023 at 1500 hrs
9. All the proposals for pre-qualification, and EMD/Bid security shall be submitted in the format as per the RFQ document.

**Please note henceforth, any changes in the schedule will not be published in newspapers and further changes will be only on <https://eproc.karnataka.gov.in> portal/K-RIDE website <https://www.kride.in>*

Sd/-

Senior Deputy General Manager/Mechanical

K-RIDE, Bengaluru

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Request for Qualification (RFQ)

Disclaimer

The information contained in this Request for Qualification document (the “**RFQ**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ 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, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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 law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, 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 RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.

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

The issue of this RFQ does not imply that the Authority is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Lessor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. 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 Application, regardless of the conduct or outcome of the Bidding Process.

Glossary

ACI or Available Capital for Investment	As defined in Clause 2.2.4 (ii)
Alternative Investment Fund	As defined in Clause 2.2.2
Agreement	As defined in Clause 1.1.1
Agreement Period	As defined in Clause 1.1.1
Applicant(s)	As defined in Clause 1.2.1
Application	As defined in the Disclaimer
Application Due Date	As defined in Clause 1.1.5
Associate	As defined in Clause 2.2.9
Authority	As defined in Clause 1.1.1
Bids	As defined in Clause 1.2.3
Bid Due Date	As defined in Clause 1.2.3
Bid Security	As defined in Clause 1.2.4
Bidders	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
Bid Stage	As defined in Clause 1.2.1
BOT	Build, Operate and Transfer
Cars	As defined in 1.1.1
Competent Authority	As defined in GFR Order
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Eligible Cars	As defined in Clause 2.2.2(B)(i)
eProcurement Portal – Karnataka	As defined in 1.1.1
Foreign Investment Fund	As defined in Clause 2.2.2
Financial Capacity	As defined in Clause 2.2.2 (A)
GFR Order	As defined in Clause 2.2.13
Government	Government of India
Jt. Bidding Agreement	As defined in Clause 2.2.6 (f)
Lead Member	As defined in Clause 2.2.6 (c)
Lease Charges	As defined in Clause 1.2.8
Lessor	As defined in Clause 1.1.2
LMOA	As defined in Clause 1.1.1
LOA	Letter of Award
Lowest Evaluated Bidder	As defined in Clause 1.2.8
Maintenance Charges	As defined in Clause 1.2.8
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.4 (i)
O&M	Operation and Maintenance
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
PV of the Total Charges	As defined in Clause 1.2.8

Qualification	As defined in Clause 1.2.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in Clause 1.2.1
RFQ	As defined in the Disclaimer
SPV	As defined in Clause 2.2.6
Subject Person	As defined in Clause 2.2.1 (c)
Selected Bidder	As defined in Clause 1.2.5
Supply Period	As defined in the Clause 1.1.1
Technical Capacity	As defined in Clause 2.2.2 (B)
Total Charges	As defined in Clause 1.2.8
Trains	As defined in Clause 1.1.1
Train Operators	As defined in 1.1.2

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

Invitation for Qualification

Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE)

1 INTRODUCTION[§]

1.1 Background

1.1.1 The Rail Infrastructure Development Company (Karnataka) Limited (**K-RIDE**), a joint venture of the Government of Karnataka & Ministry of Railways, Government of India (the “**Authority**”) is engaged in the development of the Bengaluru Suburban Railway Project (**BSRP**) over a length of 148 (One hundred forty eight) Kilometers and as part of this endeavor, K-RIDE has decided to enter into a lease, maintenance and operation (with provision of onboard Train Operators only) agreement (the “**LMOA**” or “**Agreement**”) for the Trains. The Authority has, therefore, decided to carry out the bidding process for selection of an entity for providing rolling stock on lease basis for BSRP (the “**Project**”) as the Bidder to whom the Project may be awarded. The salient features of the Project may be seen in the Information Memorandum of the Project on the e-procurement platform of the Authority at <https://eproc.karnataka.gov.in/eprocportal/pages/index.jsp> (the “**eProcurement Portal - Karnataka**”). Brief particulars of the Project are as follows:

The Selected Bidder shall (i) make available to K-RIDE on lease basis 264 (Two hundred sixty four) cars as per specifications given at Appendix- X (the “**Cars**”) and supply schedule specified in Appendix -XIV {requisite number and composition of Trains i.e. 3 (three) or 6 (Six) Cars each to be decided by Authority at the Bid Stage} (the “**Trains**”) for BSRP within a tentative period of 3 (three) to 5 (five) years (“**Supply Period**”); (ii) undertake maintenance of the Trains; (iii) provide Train Operators during period of 35 (Thirty-five) years (“**Agreement Period**”), in each case under and in accordance with provisions of the Agreement. In order to meet such availability requirement of 264 (Two hundred sixty four) Cars {requisite number and composition of Trains i.e. 3 (three) or 6 (Six) Cars each to be decided by Authority at the Bid Stage}, the Applicant shall be solely responsible for assessing the actual number of Cars that it shall require to procure, manufacture or keep available in its stock, as the case may be.

The Authority intends to pre-qualify and short-list suitable Applicants (the “**Bidders**”) who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

[§]Instructions for Applicants

Note 1: The provisions in curly brackets shall be suitably modified by the Applicant after the RFQ is issued. (See Appendix-IX)

Note 2: Blank spaces contain formats that are to be used by the Applicant after the RFQ is issued. (See Appendix-IX)

Note 3: Footnotes marked “\$” in the relevant Clauses of the RFQ are for guidance of the Applicants. In case of Appendices, the footnotes marked “\$” or in other non-numerical characters shall be omitted by the Applicants while submitting their respective Applications. (See Appendix-IX)

- 1.1.2 The Selected Bidder, who is either an existing company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate as such prior to execution of the Agreement (the “**Lessor**”), shall be responsible for lease, providing train operators (the “**Train Operators**”) and maintenance of Trains for BSRP and installation, operation, maintenance of machinery & plant in depot during the Agreement Period in accordance with the Agreement, to be entered into between the Lessor and K-RIDE in the form provided by K-RIDE as part of the Bidding Documents as pursuant hereto. Lessor shall established its office in Bengaluru. An indicative list of the locations of the depots to be handed over by the Authority to the Lessor is set out in Appendix-XII. A final list of the depots shall be provided to Bidders in the RFP.
- 1.1.3 The scope of Project shall broadly include design, procurement, testing, commissioning, financing, requisite approvals from government instrumentalities (RDSO etc.), leasing, and maintenance of Trains, provision of Train Operators, installation, operation & maintenance of machinery & plants at depots, in each case in accordance with the Agreement. The Trains procured by the Lessor and provided to the Authority shall meet the specifications and standards provided in the Agreement. Proposed design parameters of Cars is provided at Appendix-X.
- 1.1.4 The assessment of investments and actual costs in procurement, operation and maintenance of Trains, setting up or upgradation and operation of maintenance depots and other obligations in accordance with the terms of the Agreement will have to be made by the Bidders.
- 1.1.5 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as may be modified, altered, amended and clarified from time to time by the Authority in accordance with the terms of this RFQ, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”).

1.2 Brief Description of Bidding Process

- 1.2.1 The Authority has adopted a two-stage bidding process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties/consortia who make an Application in accordance with the provisions of this RFQ (the “**Applicant**”, which expression shall, unless repugnant to the context, include the Members of the Consortium). At the end of this stage, the Authority expects to announce a short-listed suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals (the “**Request for Proposals**” or “**RFP**”). Authority’s bank account no.: 0430201012110, beneficiary name: Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE), branch name: Prime Corporate Branch, IFSC code: CNRB0002636 at Bengaluru.

Government of India has issued guidelines (see Appendix-V) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

- 1.2.2 In the Qualification Stage, Applicants are required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by the Authority, in accordance with the terms of this RFQ, shall be invited to submit their Bids for the Project. The Applicants are advised to visit the Project sites and familiarise themselves with the on-ground conditions without waiting for the draft Agreement (and other Bidding Documents) to be issued.
- 1.2.3 In the Bid Stage, the Bidders will be called upon to submit their financial offers (the “**Bids**”) in accordance with the RFP and other documents to be provided by the Authority (collectively the “**Bidding Documents**”). The Bidding Documents for the Project will be provided to Bidders. The Bid shall be valid for a period of not less than 240 (two hundred and forty) days from the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).
- 1.2.4 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs. 20,00,00,000 (Rupees Twenty Crores only) for the Project (the “**Bid Security**”), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date for the purposes of encashment thereof by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 Generally, the Lowest Evaluated Bidder shall be the selected bidder (“**Selected Bidder**”). The second lowest Evaluated Bidder shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Lowest Evaluated Bidder in case such Lowest Evaluated Bidder withdraws or is not selected for any reason. In the event the second lowest evaluated Bidder also withdraws or is not selected as a Selected Bidder, the Authority may, without prejudice to any of its right under law or the Bidding Documents, decide the next course of action

it may deem appropriate, in its sole discretion, including initiating a fresh Bidding Process for the Project.

- 1.2.6 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation of the Project.
- 1.2.7 As part of the Bidding Documents, the Authority will provide a draft Agreement and feasibility report prepared by the Authority (or its nominated consultants) and other information pertaining/ relevant to the Project available with it.
- 1.2.8 Bids are invited for the Project on the basis of Present Value (**PV**) of the Total Charges (as defined below). Bidders are required to quote lease charges per train-hour (**“Lease Charges”**) and maintenance charges per train-hour (**“Maintenance Charges”**) in the manner specified in the RFP. For the purpose of evaluation only, Maintenance Charges shall be escalated @5% p.a., however, the mechanism for such escalation and the terms on which payment of Maintenance Charges will be made shall be as specified in the Agreement. Sum of Maintenance Charges duly escalated, and Lease Charges shall be the total charges per train-hour which shall be multiplied with the Minimum Guaranteed Annual Availability (in train hours) every year to obtain the total charges quoted by the Bidders per year (**“Total Charges”**). The PV of the Total Charges of all the years (**“PV of the Total Charges”**) calculated by discounting at 8.45% (eight point four five percent) per annum shall constitute the sole criteria for evaluation of Bids.

The Lease Charges and Maintenance Charges quoted by the Bidders should be inclusive of all taxes, levies, duties, GST on input and any other charges leviable, including tax deducted at source. Applicable Goods and Services Tax (**GST**) payable separately on the Lease Charges and Maintenance Charges as per the terms of the Agreement will be borne by the Authority.

In this RFP, the term **“Lowest Evaluated Bidder”** shall mean the Bidder who quotes the lowest PV of the Total Charges after evaluation of its Bid.

- 1.2.9 The Lessor shall, in consideration of its scope of work under the Agreement, be entitled to receive the Lease Charges and Maintenance Charges from the Authority in accordance with the Agreement.
- 1.2.10 Details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
- 1.2.11 Any queries or request for additional information concerning this RFQ shall be submitted by e-mail so as to reach the officer designated in Clause 2.13.5 by the specified date. The communications shall clearly bear the following identification/ title:

“Queries/ Request for Additional Information: RFQ for Selection of Entity for Design, Manufacturing, Supply, Commissioning, Operation (for providing Train Operator’s) and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project”.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule

Event Description	Date
<u>Request for Qualification (RFQ) Stage</u>	
1. Last date for receiving queries	20.02.2023
2. Pre-Application Conference	27.02.2023
3. Authority response to queries latest by	03.03.2023
4. Application Due Date	15.03.2023
5. Application Opening Date	16.03.2023
6. Announcement of short-list	Within 30 days of Application Due Date
<u>Request for Proposal (RFP) /Bid Stage</u>	
1. Uploading of Bid Documents	[To be notified]
2. Last date for receiving queries	[To be specified]
3. Pre-Bid Conference - 1	[To be specified]
4. Authority response to queries latest by	[To be specified]
5. Pre-Bid Conference - 2	[To be specified]
6. Bid Due Date	[To be specified]
7. Opening of Bids	After 24 hours of Bid Due Date
8. Letter of Award (LOA)	Within 30 days of Bid Due Date
9. Validity of Bids	240 days of Bid Due Date
10. Signing of Agreement	Within 60 days of award of LOA

1.4 Pre-Application Conference

The date, time and venue of the Pre-Application Conference shall be:

Date: 27.02.2023

Time: 1100 Hrs

Venue: RAIL INFRASTRUCTURE DEVELOPMENT COMPANY
(KARNATAKA) LIMITED,

“Samparka Soudha”, 1st Floor, (Opp. Orion Mall),
Dr. Rajkumar Road, Rajajinagar 1st Block,
Bangalore – 560 010

2 INSTRUCTION TO APPLICANTS

A. GENERAL

2.1 Scope of Application

- 2.1.1 The Authority wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Bid Stage.
- 2.1.2 Short-listed Applicants may be subsequently invited to submit the Bids for the Project.

2.2 Eligibility of Applicants

- 2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:
- a) The Applicant for pre-qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
 - b) An Applicant may be a natural person, private entity, government-owned entity, foreign entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
 - c) An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified[§]. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) such Applicant, its Member or Associate (or any constituent thereof) controls, is controlled by or is under common control with any other Applicant, its Member or any Associate thereof (or any constituent thereof) (where as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law); provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding

[§]The provisions of sub-clauses (i), (iii), (v) and (vi) shall not apply to government companies.

of more than 5 per cent (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5 per cent (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by the Government of India, a State Government (or a combination between the Government of India and a State Government), a bank, insurance company, pension fund, sovereign wealth fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), 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% 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 any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its member or any Associate thereof; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or
- (vi) such Applicant or any Associate, thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

- d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility either on its own or by relying on the credentials, experience and strength of its Associate:

(A) Financial Capacity: For demonstrating financial capacity (the “**Financial Capacity**”):

The Applicant shall have a minimum Net Worth of Rs. 1250 crores (Rs. one thousand two hundred fifty crores) at the close of the preceding financial year. (where a financial year means the accounting year followed by such Applicant in the course of its normal business);

OR

In case the Applicant is an Alternative Invest Fund (AIF) or Foreign Investment Fund, it should have a minimum ACI of Rs. 1250 crores (Rs. one thousand two hundred fifty crores) at the close of the preceding year.

In case of a Consortium, the combined Financial Capacity of those Members, who shall have an equity share of at least 26% (twenty six per cent) of the paid-up equity share capital each in the SPV entering into the Agreement, should satisfy the above conditions of eligibility.

The Applicant/ Members of a Consortium shall, for a period of 4 (four) years from the completion of the Supply Period or successful completion of Defects Liability Period, whichever is earlier, shall collectively hold 100% (Hundred per cent) of the subscribed and paid up equity share capital of the Lessor/SPV at all times.

For the purpose of this RFQ, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “**Alternative Investment Fund (AIF)**” shall have the meaning as ascribed to the term ‘alternative investment fund’ under Regulation 2(1)(b) of the

Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 (as amended); and

- b) **“Foreign Investment Fund”** shall mean any pooled investment vehicle or investment fund which is registered or recognized with a securities market/banking regulator of a ‘foreign jurisdiction’;

and “foreign jurisdiction” means a country, other than India, whose securities market regulator is a signatory to International Organization of Securities Commission’s Multilateral Memorandum of Understanding (IOSCO’s MMOU) (Appendix A signatories) or a signatory to bilateral Memorandum of Understanding with the Securities and Exchange Board of India, and which is not identified in the public statement of Financial Action Task Force as a jurisdiction having a strategic Anti-Money Laundering or Combating the Financing of Terrorism deficiencies to which counter measures apply or a jurisdiction that has not made sufficient progress in addressing the deficiencies or has not committed to an action plan developed with the Financial Action Task Force to address the deficiencies.

- (B) **Technical Capacity:** For demonstrating its technical capacity (the **“Technical Capacity”**), Applicant shall provide an undertaking as per format specified at Appendix-VI stating that it possesses the following experience in order to meet the Technical Capacity either itself or through a Member of its Consortium, Associate or sub-contractor:

- (i) Manufactured a minimum of 132 (one hundred and thirty two) eligible cars (i.e., Metro, LRT, Suburban EMUs, Trains hereinafter defined as **“Eligible Cars”**) cumulatively during last 10 years preceding the Application Due Date.
- (ii) Out of the above, minimum no. of Eligible Cars manufactured with specified material:
- (a) designed, manufactured or supplied a minimum of 66 (sixty six) Eligible Cars (Metro, LRT, Suburban EMUs, Trains) with stainless steel / aluminum;

OR

- (b) manufactured a minimum of 66 (sixty six) Eligible Cars comprising stainless steel/aluminium /corten steel/steel EMU/MEMU/metro cars in India;

OR

- (c) assembled more than 100 aluminium/stainless steel Eligible Cars in India.

- (iii) Executed at least one contract for supply of the quantities set out in (ii) above with an entity that is not a parent company or any other group company;
- (iv) Supply of a minimum of 66 (sixty six) Eligible Cars in either (i) at least one country other than its country of origin; **OR** (ii) in India; and
- (v) as of the Application Due Date, must have at least 66 (sixty six) Eligible Cars in satisfactory revenue operations for a minimum of at least 3 (three) years.
- (vi) must have cumulative experience of minimum 10 (ten) years in the design and manufacturing of the propulsion equipment (traction converter-inverter, auxiliary converter/inverter and traction motor Rolling Stock (“**Propulsion Equipment**”))
- (vii) Propulsion Equipment supplied must have been in satisfactory revenue operation for at least 5 (five) years in minimum 500 Eligible Cars comprising of both powered and non-powered Eligible Cars, supplied against cumulatively minimum five different contracts in the Metros MRT, LRT, Sub-urban Railways or high speed railways of least one country other than the country of manufacture or in India.

2.2.3 **O&M Experience:** The Applicant shall furnish an undertaking as per the format specified at Appendix-VIIA for operation experience and Appendix-VIIB for maintenance experience that, if selected to undertake the Project, it shall employ experienced and qualified staff for discharging its obligations in relation to operation and maintenance under the Agreement.

2.2.4 The Applicant shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following[§]:

- (i) certificate(s) from statutory auditors of the Applicant or its Associates specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4 (i). The computation of the Net Worth shall be based on standalone audited annual accounts of the Applicant's most recent financial year. For the purposes of this RFQ, net worth (the “**Net Worth**”) shall mean the aggregate value of the paid up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated

[§] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant, or its Associate may provide the certificates required under this RFQ.

losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

- (ii) An Alternative Investment Fund (AIF) or Foreign Investment Fund may also qualify on the basis of minimum investible funds (i.e. immediately available funds for investment and callable capital, net of estimated expenditure for administration and management of the fund) subject to the limits of investment in a single investee entity (in the relevant jurisdiction for a Foreign Investment Fund, or the maximum permissible investment limit for an Alternative Investment Fund (AIF)) (as per the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as may be amended from time to time), as applicable (“**ACI or Available Capital for Investment**”).

In case of an Alternative Investment Fund (AIF) or Foreign Investment Fund using ACI, ACI would be considered as per the certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 3 (three) months prior to the Application Due Date.

2.2.5 The Applicant, or the Lead Member in case of a Consortium, should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should also submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

2.2.6 Where the Applicant is a company, and is declared as the Selected Bidder, it may choose to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “**SPV**”), to execute the Agreement and implement the Project. In case the Applicant is a Consortium, or a single entity that is not a body corporate, then it shall mandatorily incorporate an SPV for the purposes of entering into the Agreement and, in addition to forming an SPV, it shall comply with the following requirements:

- (a) Number of members in a consortium shall not exceed 4 (four), and information sought in the Application may be restricted to those 4 (four) members only in the order of their equity contribution;
- (b) subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;

- (d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
- (f) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - (i) convey the intent of the members of the Consortium to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Agreement and subsequently perform all the obligations of the Lessor in terms of the Agreement, in case the Agreement to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the minimum equity stake to be held by each member;
 - (iv) commit that each of the members, whose financial experience is being relied on for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity share capital of the SPV and shall further commit that each such member shall, for a period of 4 (four) years from the completion of the Supply Period or successful completion of the Defect Liability Period, whichever is earlier, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Agreement;
 - (v) members of the Consortium undertake that they shall collectively hold 100% (Hundred per cent) of the subscribed and paid-up equity share capital of the Lessor/SPV at all times for a period of 4 (four) year from the completion of the Supply Period or successful completion of Defect Liability Period, whichever is earlier; and
 - (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Lessor in relation

to the Project till occurrence of Appointed Date under and in accordance with the Agreement; and

- (g) except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.2.7 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, or a multilateral and/or bilateral funding agency, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium. Provided however, that if an Applicant, or its Consortium member, or an Associate is barred by any Central Government or State Government ministry, department, or any other entity controlled by it, at any point in time after the Application Due Date, the Authority shall have the right to reject the Application submitted and disqualify the Applicant from participation in the Bid Process.

2.2.8 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, 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, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.9 In computing the Net Worth or ACI of the Applicant/ Consortium Members under Clauses 2.2.2, 2.2.4, the Net Worth or ACI of their respective Associates would also be eligible hereunder. In case the Associate of an Alternative Investment Fund (AIF) or Foreign Investment Fund is not an Alternative Investment Fund (AIF) or Foreign Investment Fund, then such Bidder is eligible to claim the Financial Capacity of such Associate as set out in Clause 2.2.2 (A) (i).

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

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

2.2.10 The following conditions shall be adhered to while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;
- (c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.11 While, subject to Clause 2.2.13 below, Qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Application, 25% (twenty five percent) or more of the aggregate issued, subscribed and paid-up equity share capital in an Applicant, or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Application, there is an acquisition of 25% (twenty five percent) or more of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member;

then the Qualification of such Applicant or in the event described in sub clause (b) above, the continued Qualification of the Applicant shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Applicant.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

- 2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 3 (three) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.
- 2.2.13 Ministry of Finance, Government of India has issued an OM order F. No. 6/18/2019/-PPD dated 23 July, 2020 as amended time to time (as attached at Appendix-VIII of RFQ) for qualification of a bidder from a country which shares a land border with India (“**GFR Order**”). As per the GFR Order, any bidder/Applicant from a country which shares a land border with India (as defined in the GFR Order)¹ will be eligible to bid in this tender only if the bidder/Applicant is registered with the Competent Authority as specified in the GFR Order. The GFR Order shall apply mutatis mutandis to this Bidding Process. Applicants/Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I and Appendix-XI. The Authority shall be entitled to disqualify an Applicant in accordance with the provisions of the GFR Order at any stage of the Bidding Process.
- 2.2.14 The number of Trains that can be manufactured in off-shore factory shall not exceed 25% of the total requirement of the Trains to be supplied by the Lessor under this Project. The remaining 75% Trains shall mandatorily be manufactured in India. Save and except for the 25% Trains permitted to be imported, the Minimum Local Content in all the other Trains shall be 75% as required by and in compliance with the provisions of Department for Promotion and Industry, Government of India Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020.

¹ Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken by the Government of India are given on the website of the Ministry of External Affairs, Government of India.

2.2.15 The Applicant shall also adhere to the following requirements:

Requirement	single entity	Consortium			Submission requirements
		All Members Combined	Lead Member	other Members	
Clause 2.2.2 (A) – Financial Capacity	must meet requirement	must meet requirement together by those Members who have shall have an equity share of at least 26% (twenty-six per cent) in SPV			Annex -II of Appendix-I
Clause 2.2.2 (B) – Technical Capacity	must provide	must provide			Appendix-VI
Clause 2.2.3 – O&M Experience	must provide	must provide			Appendix-VIIA, Appendix-VIIB
Clause 2.2.5 – Power of Attorney	must provide		must provide	must provide	Appendix-II, Appendix-III
Clause 2.2.6 (f) – Joint Bidding Agreement	NA	must provide			Appendix-IV
Clause 2.2.13 – Format of certificate as per GFR Order	Must meet requirement	Must meet requirement			Appendix- XI

2.3 Change in composition of the Consortium

2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.

- 2.3.2 Where the Bidder[§] is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:
- (a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
 - (b) the Lead Member continues to be the Lead Member of the Consortium;
 - (c) the substitute is at least equal, in terms of Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
 - (d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.
- 2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and will be provided by the Authority in writing.
- 2.3.4 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.
- 2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4 Number of Applications and costs thereof

- 2.4.1 No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case may be.
- 2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

[§]The option of change in composition of the Consortium which is available under Clause 2.3.2 may be exercised by any Applicant who is pre-qualified either as a Consortium or as a single entity. In the case of a single entity Applicant adding a Consortium Member at the Bid Stage, the single entity Applicant shall be the Lead Member of the Consortium. Provided, however, if member of such Consortium is member of a Consortium which has been pre-qualified, it shall be required to submit with the Authority a letter of the consent from the Lead Member of the Consortium that it was originally a part of. Provided further that a single entity applicant/Lead Member of a Consortium which has been pre-qualified cannot join any other Applicant which has been pre-qualified.

2.5 Site visit and verification of information

2.5.1 Applicants are encouraged to submit their respective Applications after visiting the Project sites and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for operation and maintenance of Trains, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. An indicative list of the locations of the depots to be handed over by the Authority to the Lessor is set out in Appendix-XI. A final list of the depots shall be provided to Bidders in the RFP.

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the RFQ (including all instructions, forms, terms and specifications) and any other information provided by the Authority in the RFQ and that the Applicant acknowledges that its submission of an Application that is not substantially responsive to the RFQ in any respect will be at its risk and may result in rejection of the Application;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above;
- (d) satisfied itself about all things, matters and information, necessary and required for submitting an informed Application, for the development of the Project and performance of its obligations under the Agreement;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Authority, or a ground for termination of the Agreement;
- (f) acknowledged and agreed to be bound by the GFR Order and its subsequent amendments and clarifications; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.7 Right to accept or reject any or all Applications/ Bids

2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, 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 Application.

If the Applicant/Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Evaluated Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to match the Lowest Evaluated Bidder/ submit their Bids in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 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 or pre-qualification 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 Lessor either by issue of the LOA or entering into of the Agreement, and if the Applicant/SPV 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 RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the Agreement or under applicable law. In such cases, the Authority shall also have the right to forfeit the Bid Security, or, if applicable, any performance security submitted by the Lessor pursuant to the terms of the Agreement.

- 2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.8 Contents of the RFQ

- 2.8.1 This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Qualification

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre-Application Conference
- Section 6. Miscellaneous

Appendices

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Guidelines of the Department of Disinvestment
- VI. Undertaking of Technical Capacity Experience
- VII. VII A Undertaking for Operation Experience
VII B Undertaking for Maintenance Experience
- VIII. Restrictions under Rule 144 (xi) of General Financial Rules, 2017.
- IX. List of Application-specific provisions
- X. Proposed Design Parameters of Cars
- XI. Format of Certificate as per GFR Order
- XII. Indicative list of location of depots
- XIII. Application Index & Checklist
- XIV. Supply schedule

2.9 Clarifications

- 2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing by e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3 for this purpose. The Authority shall make reasonable efforts to respond to the queries or requests for clarifications, on a non-attributed basis, no later than 10 (ten) days prior to

the Application Due Date. The responses will be uploaded on eProcurement Portal - Karnataka.

2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, 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.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFQ

2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.

2.10.2 Any Addendum thus issued will be uploaded on eProcurement Portal - Karnataka.

2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.^{\$}

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

2.11.1 The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant and shall be consularized in the foreign Applicant's/Associate's foreign country. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

^{\$} While extending the Application Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Application Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

2.12 Format and signing of Application

- 2.12.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- 2.12.2 The Application shall be duly signed in digital form by the authorised signatory of the Applicant. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. The Application shall contain page numbers.

2.13 Submission of Applications

- 2.13.1 The Application comprising the documents specified in Clause 2.13.3 shall be submitted online on the eProcurement Portal – Karnataka by uploading the complete and legible scanned copies of the same in pdf format, duly signed in digital form by the authorised signatory of the Bidder.
- 2.13.2 For this purpose, all Applicants are required to, mandatorily, complete their registration on the eProcurement Portal – Karnataka including payment of registration fee. For any assistance regarding e-tendering, the Applicant may go to the helpdesk on the eProcurement Portal – Karnataka. An Applicant who is already registered need not register again. However, the Applicant is required to have a Class-III Digital Certificate issued by a licensed Certifying Authority (CA).
- 2.13.3 The documents referred to in Clause 2.13.1 shall include:
- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
 - (ii) Power of Attorney in favour of the person signing the Application as per the format at Appendix-II;
 - (iii) if applicable, the Power of Attorney in favour of the Lead Member of Consortium as per the format at Appendix-III;
 - (iv) copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
 - (v) self-attested copies of the Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed. If the Applicant is a Consortium, then each member shall submit its self-attested copies of its Memorandum and Articles of Association or partnership deed, as relevant;

- (vi) extracts of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing the Power of Attorneys mentioned in Appendix-II and Appendix-III;
- (vii) copies of Applicant's duly audited financial statements for the preceding three years;
- (viii) certificates from the statutory auditors in the formats specified in Appendix-I of the RFQ;
- (ix) Certificate for Technical Capacity requirements specified in Clause 2.2.2 (B) as per Appendix-VI; and
- (x) Certificate for O&M requirements specified in Clause 2.2.3 as per Appendix-VIIA and VIIB.
- (xi) Certificate as per GFR Order specified in Clause 2.2.13 as per Appendix-XI
- (xii) Application Index & Checklist as per Appendix-XIII

2.13.4 The Applicant shall also submit the following documents in original to the person specified in the Clause 2.13.5 in a sealed envelope on or before the Application Due Date, failing which the Bid shall be rejected:

- (a) Power of attorney as required under Clause 2.13.3(ii) and Clause 2.13.3 (iii); and
- (b) Joint Bidding Agreement in the format at Appendix-IV.

The envelope specified in this Clause 2.13.4 shall clearly bear the following identification:

“Application for Qualification: Selection of Entity for Design, Manufacturing, Supply, Commissioning, Operation (for providing Train Operator's) and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project”

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right-hand corner of each of the envelopes.

2.13.5 The envelopes specified in Clause 2.13.4 shall be addressed to:

ATTN. OF: Shri. H K Ramesha
DESIGNATION: Joint General Manager

ADDRESS: KRIDE, Samparka Soudha, 1st Floor,
(Opp. Orion Mall),
Dr. Rajkumar Road, Rajajinagar 1st
Block, Bangalore - 560010

TELEPHONE NO: +91-9206305969

E-MAIL ramesha.hk@gov.in,
ADDRESS: rameshha.kride@ka.gov.in
jgmrs@kride.in

2.13.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.13.7 Applications submitted by fax, telex, telegram or e-mail, or any way other than on the specified eProcurement Portal - Karnataka for bidding, shall not be entertained and shall be rejected.

2.14 Application Due Date

2.14.1 The documents specified in Clause 2.13.3 should be submitted online before 1500 hours IST on the Application Due Date. Further, the documents specified in Clause 2.13.4 should be submitted before 1500 hours IST on the Application Due Date, at the address provided in Clause 2.13.5 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the person specified in Clause 2.13.5.

2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15 Late Applications

2.15.1 Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Modifications/ substitution/ withdrawal of Applications

2.16.1 The Applicant may modify, substitute or withdraw its Application after submission as per the specifications/instructions provided on eProcurement Portal – Karnataka, provided that the modification, substitution, or withdrawal is uploaded/done on or before the specified time on the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

2.16.2 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Applications

2.17.1 The Authority shall open the Applications at 1500 hours IST on the Application Opening Date, at the place specified in Clause 2.13.5 and in the presence of the Applicants who choose to attend.

2.17.2 Applications which have been withdrawn in accordance with Clause 2.16 shall not be opened.

2.17.3 The Authority will prepare a record of the opening of the Applications that will include, as a minimum the names of the Applicants whose Applications are being opened. The Applicant's representatives who are present will be requested to sign the record. The omission of an Applicant's signature on the record shall not invalidate the contents and effect of the record.

2.17.4 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.

2.17.5 Applicants are advised that pre-qualification of Applicants 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 Bidding Process or selection will be given.

2.17.6 Any information contained in the Application 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 Project is subsequently awarded to it on the basis of such information.

2.17.7 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

2.17.8 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant details from computation of the Technical Capacity or Financial Capacity of the Applicant.

2.17.9 In the event that an Applicant claims credit towards Financial Capacity, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Financial Capacity, and may also,

while computing the Financial Capacity of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.18 Confidentiality

2.18.1 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, 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.

2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive if:

- (a) it is received as per format at Appendix-I;
- (b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) it is signed as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
- (e) it contains all the information and documents (complete in all respects) as requested in this RFQ;
- (f) it contains information in formats same as those specified in this RFQ;
- (g) it contains certificates from its statutory auditors^{\$} in the formats specified at Appendix-I of the RFQ;

^{\$}In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (g). In jurisdictions that do

- (h) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(f);
- (i) it does not contain any condition or qualification;
- (j) the original documents specified under Clause 2.13.4 have been submitted by the Bidder as stipulated under Clause 2.12 and 2.13;
- (k) it is accompanied by the undertaking of Technical Capacity Experience as specified in Clause 2.2.2 (B);
- (l) it is accompanied by the undertaking of Operation Experience and Maintenance Experience as specified in Clause 2.2.3;
- (m) it is accompanied by the certificate as per GFR Order as specified in Clause 2.2.13;
- (n) it is accompanied by the Application index & check list as specified in Clause 2.13.3 (xii); and
- (o) it is not non-responsive in terms hereof.

2.20 Clarifications

2.20.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application 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. QUALIFICATION AND BIDDING

2.21 Short-listing and notification

2.21.1 After the evaluation of Applications, the Authority shall announce a list of short-listed pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority shall notify the other Applicants that they have not been short-listed. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

2.22 Submission of Bids

2.22.1 The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

2.22.2 Only pre-qualified Applicants shall be invited by the Authority to submit their Bids for the Project. The Applicants are advised to visit the site and familiarise themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

2.23 Proprietary data

2.23.1 All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

2.24 Correspondence with the Applicant

2.24.1 Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3 CRITERIA FOR EVALUATION

3.1 Evaluation parameters

- 3.1.1 Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet these criteria shall be rejected.
- 3.1.2 The Applicant's competence and capability is proposed to be established by its Financial Capacity.

3.2 Financial Information for purposes of evaluation

- 3.2.1 The Application must be accompanied by the standalone Audited financial statements of the Applicant (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Application is made.
- 3.2.2 In case the financial statements for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited financial statements for 3 (three) years preceding the year for which the Audited financial statement is not being provided.
- 3.2.3 The Applicant must establish the minimum Net Worth/ ACI specified in Clause 2.2.2 (A) and provide details as per format at Annex-II of Appendix-I.

3.3 Short-listing of Applicants

- 3.3.1 Applicants shall then be shortlisted on the basis of meeting the Financial Capacity. A list of the shortlisted bidders shall be notified on the eProcurement Portal – Karnataka.

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in, or affecting, the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, officer or advisor, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant 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, as the case may be.
- 4.3 For the purposes of this Clause 4, 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 actions of any person connected with the Bidding 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 Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding 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 adviser of 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 Bidding 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 Bidding 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 Bidding 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 Bidding Process.

5 PRE-APPLICATION CONFERENCE

- 5.1 A Pre-Application Conference of the interested parties shall be convened at the designated date, time and place to be notified by the Authority in writing. Only those persons who have purchased the RFQ document shall be allowed to participate in the Pre-Application Conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 5.2 During the course of Pre-Application Conference, 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 Bidding Process.

6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding 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 Bidding Process and/ or amend and/ or supplement the Bidding 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) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant;
 - (e) 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;
 - (f) reject an Application, if:
 - (i) at any time, a material misrepresentation is made or uncovered; or
 - (ii) the Applicant in question does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.
 - (g) accept or reject an Application, annul the Bid Process and reject all Applications, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Applicants.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendices

APPENDIX-I

Letter Comprising the Application for Pre-Qualification

(Refer Clause 2.13.3)

Dated:

To,

.....
.....

Sub: Application for Selection of Entity for Design, Manufacturing, Supply, Commissioning, Operation (for providing Train Operator's) and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project

Dear Sir,

With reference to your RFQ document dated, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid Project. The Application is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to III is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a Bidder for the designing, engineering, procurement, financing, construction or upgradation, operation and maintenance of the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. I/we declare that I/we shall be responsible for all of the costs associated with the preparation of their Application and participation in the Bidding Process.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, 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 or our/ their 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, nor been expelled from any project or contract by any public

authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority;
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document;
 - (c) I/We believe that I/we satisfy the Financial Capacity and the Technical Capacity criteria and meet(s) all the requirements as specified in the RFQ document and are/is qualified to submit a Bid;
 - (d) 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 RFQ 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
 - (e) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We hereby certify that I/we have not engaged any legal, financial or technical advisor of the Authority in relation to the Project] OR [I/We hereby certify that our engagement of the Authority's legal, financial or technical advisors in relation to the Project has ceased prior to the Application Due Date.
9. I/we hereby further undertake that, if I/we are declared as the selected Bidder, I/we will not engage such advisors of the Authority until the expiration of 3 (three) years from the date of commercial operations of the Project as per the Agreement.
10. I/We certify that neither I/we nor my/our Associates has been barred by any central, state or local government or government instrumentality in India or in any other jurisdiction in which I/we or my/our Associates belongs or in which I/we or my/our Associates conduct our business, from participating in any project and no such bar subsists on the Application Due Date.
11. I/We declare that we/any Member of the Consortium, or our/ its Associates are not a Member of a/any other Consortium applying for pre-qualification.

12. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.7 of the RFQ document.
13. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Financial Capacity criteria and meet(s) all the requirements as specified in the RFQ document and am/ are qualified to submit a Bid.
14. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification.
15. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community as on the Application Due Date.
16. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law as on the Application Due Date.
17. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.[£]
18. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFQ at Appendix-V thereof.
19. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (BOT or otherwise), and no bar subsists as on the date of Application.

[£] In case the Applicant is unable to provide the certification specified in paragraph 17, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

20. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Authority of the same immediately.
21. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of Application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFQ, are also enclosed.
22. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Agreement.
23. I/ We hereby confirm that we shall comply with the Technical Capacity and O&M requirements specified in Clause 2.2.2 (B) and 2.2.3 respectively. Details hereof are certified as Appendix-VI for Technical Capacity requirements and Appendix-VII A and VII B for O&M requirements.
24. 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 in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
25. I/We certify that in terms of the RFQ, I/we have experience in terms of 2.2.2 (B) of the RFQ.
26. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.
27. I/ We certify that in terms of the RFQ, my/our Net Worth/ACI is Rs.
(Rupees).
28. We acknowledge and undertake that:
 - (a) the Lead Member will subscribe for and will hold a minimum of 26% (twenty six per cent) of the total paid up and subscribed equity share capital of SPV in accordance with the terms of the Agreement;
 - (b) any Member other than the Lead Member, whose Financial Capacity was taken into consideration at the time of preparation of the Application will subscribe for and hold a minimum of 26% (twenty six per cent) of the of the total paid up and subscribed equity share capital of SPV in accordance with the terms of the Agreement.

29. We agree and undertake to be jointly and severally liable for all the obligations of the Lessor under the Agreement till formation of the SPV pursuant to this RFQ.
30. We acknowledge and undertake that upon any potential breach of the undertakings in paragraphs 28 of this Application for Pre-qualification, we shall give the authority notice of such occurrence along with all relevant particulars and seek approval of the Authority for such occurrence. We further acknowledge that the Authority shall be entitled to disqualify us from participation in the Bidding Process, or if we have been declared as the Selected Bidder, withdraw the LOA or terminate the Agreement, without the Authority incurring any liability towards us or to the Lessor.
31. I/We have read the clause regarding restrictions on procurement from an Applicant of a country which shares a land border with India; I/We hereby certify that this Applicant is not from such a country as defined in the GFR Order and is eligible to be considered.”

*

OR

“I/We have read the clause regarding restrictions on procurement from an Applicant of a country which shares a land border with India; I/We certify that this Applicant is not from such a country or, if from such a country as defined in the GFR Order, has been registered with the Competent Authority. I hereby certify that this Applicant fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached] *

OR

I/We have read the clause regarding restrictions on procurement from an Applicant of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We certify that this Applicant is not from such a country as defined in the GFR Order or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this Applicant fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached] *

*[Strikeout the paragraph that is not applicable]

In witness thereof, I/we submit this Application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant/ Lead Member

Instructions:

(1) All blank spaces shall be suitably filled by the Applicant to reflect particulars relating to such Applicant.

(2) Omit paragraphs 28 to 30, if the Applicant is not a Consortium.

ANNEX-I

Particulars of the Applicant

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Particulars of individual(s) who will serve as the point of contact/ communication for the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(f) should be attached to the Application.

- (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role ^{\$}	Percentage of equity in the Consortium ^{\$\$}
1.			
2.			
3.			
4.			

^{\$}The role of each Member, as may be determined by the Applicant, should be indicated in accordance with Clause 2.2.6 (d) and as per footnote £ at Annex-II.

^{\$\$}The percentage of equity should be in accordance with Clause 2.2.6 (a), (c) and (f).

6. The following information shall also be provided for the Applicant, including each Member of the Consortium:

Name of Applicant/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, or a multilateral and/or bilateral funding agency from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

ANNEX-II

Financial Capacity of the Applicant

(Refer to Clauses 2.2.2(A), 2.2.4 (i) and 3.2 of the RFQ)

(In Rs. crore^{\$})

Applicant type ^{\$\$}	Member Code[£]	Net Worth/ ACI^{££}
(1)	(2)	Year 1 (3)
Single entity Applicant		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
Consortium Member 4		
TOTAL		

Name & address of Applicant's Bankers:

^{\$}For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 80 (eighty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

\$\$ An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

‡ Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Financial Capacity relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.

££ The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

Instructions:

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements, and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:
 - a) reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate’s financials;
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth aggregate value of the paid up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
3. Year 1 will be the latest completed financial year, preceding the bidding. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (f) of the RFQ document.
5. The Applicant shall provide an Auditor’s Certificate specifying the Net Worth of the Applicant and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.4 (i) of the RFQ document.
6. In case of ACI, the Applicant shall provide certificate (specifying methodology

adopted) issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 3 (three) months prior to the Application Due Date.

7. In the event that credit is being taken for the Financial Capacity of an Associate, as defined in Clause 2.2.9, the Applicant should also provide a certificate in the format below:

<p>Certificate from the Statutory Auditor/ Company Secretary regarding Associate[§]</p> <p>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 (<i>name of the Applicant/ Consortium Member/ Associate</i>) is held, directly or indirectly[£], by (<i>name of Associate/ Applicant/ Consortium Member</i>). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFQ.</p> <p>A brief description of the said equity held, directly or indirectly, is given below:</p> <p><i>{Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein. }</i></p> <p>Name of the audit firm:</p> <p>Seal of the audit firm: (Signature, name and designation of Date: the authorised signatory).</p>

[§] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law or by contract or otherwise, this certificate may be suitably modified, and copies of the relevant law/ documents 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.

ANNEX-III

Statement of Legal Capacity

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

Ref. Date:

To,

.....
.....
.....

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that(insert member's name) will act as the Lead Member of our consortium.^{\$}

We have agreed that(insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf^{\$} and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

^{\$}Please strike out whichever is not applicable.

APPENDIX-II

Power of Attorney for signing of Application and Bid^{\$}

(Refer Clause 2.2.5)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) 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 application for pre-qualification and submission of our bid for the Selection of Entity for Design, Manufacturing, Supply, Commissioning, Operation (for providing Train Operator’s) and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project proposed or being developed by the (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....

For

(Signature, name, designation and address)

Witnesses:

1.

^{\$} To be submitted in original.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- § *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- § *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' 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, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-III

Power of Attorney for Lead Member of Consortium^{\$}

(Refer Clause 2.2.5)

Whereas the (“the Authority”) has invited applications from interested parties for the Selection of Entity for Design, Manufacturing, Supply, Commissioning, Operation (for providing Train Operator’s) and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project (the “Project”).

Whereas,,,and (Collectively the “Consortium”) being Members of the Consortium are interested in submitting an application for pre-qualification for the Project and if declared as pre-qualified, to Bid for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at.....,M/s.having our registered office at.....,M/s.having our registered office atandhaving our registered office at.....,(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S.....having its registered office at.....,being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid

^{\$}To be submitted in original.

of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address)

Notes:

- § *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- § *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' 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, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-IV

Joint Bidding Agreement

(Refer Clause 2.13.3)

(To be executed on Stamp paper of appropriate value. Foreign entities submitting Bid are required to follow the applicable law in their country)

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

AMONGST

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

AND

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

AND

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

AND

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

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

[¥]A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

[§] The number of Parties will be shown here, as applicable, subject however to a maximum of 4 (four).

WHEREAS,

- (A) The Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE) (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Qualification No. dated(the “**RFQ**”) for pre-qualification and short-listing of bidders for Procurement, Operation and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project (the “**Project**”) through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.
- 2.3 We, the members of the Consortium and Parties to the Joint Bidding Agreement do hereby unequivocally agree that _____ (**Insert name of the Lead Member**), shall act as the Lead Member as defined in the RFQ for self and agent for and on behalf of _____ (the names of all the other Members of the Consortium to be filled in here).
- 2.4 The Lead Member is hereby authorized by the members of Consortium and Parties to the Joint Bidding Agreement to bind the Consortium and receive instructions for and on behalf of all members of the Consortium.
- 2.5 The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the members of the Consortium in discharging all

their respective equity obligations. Each member of the Consortium further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Joint Bidding Agreement.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 2013 for entering into an Agreement with the Authority and for performing all its obligations as the Lessor in terms of the Agreement for the Project.

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- {(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Agreement, till occurrence of Appointed Date under and in accordance with the Agreement.

6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

(Note: The percentage equity holding/ for any member of the Consortium in the Project cannot be zero.

- 6.2 The Parties undertake that 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times for a Period of 4 (four) year from the completion of Supply Period or successful completion of Defect Liability Period whichever is earlier, to be held by the each Party of the First, {Second and Third} Part whose Net Worth/ACI have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFQ.
- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times for a Period of 4 (four) year from the completion of Supply Period or successful completion of Defect Liability Period whichever is earlier thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- 6.4 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the SPV at all times for a Period of 4 (four) year from the completion of Supply Period or successful completion of Defect Liability Period whichever is earlier.
- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
- (ii) violate any Applicable Law presently in effect and having applicability to it;

- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till occurrence of the Appointed Date under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

10. General

- 10.1 Except as specified in the Joint Bidding Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- 10.2 It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
- 10.3 This Joint Bidding Agreement shall be construed and interpreted in accordance with the laws of India and courts at Bengaluru alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
- 10.4 It is hereby agreed that the [Lead Member] shall furnish the Bid Security, as stipulated in the RFQ, on behalf of the Consortium.
- 10.5 It is hereby agreed that in case of selection of the Consortium as the selected Bidder, the Parties shall furnish the requisite performance security as per Agreement in favor of the counterparty(ies), as stipulated in the Agreements. The Lead Member shall be responsible for ensuring the submission of the requisite performance bank guarantees on behalf of all the members of the Consortium.
- 10.6 It is further expressly agreed that the Joint Bidding Agreement shall be irrevocable and, for the selected Bidder, shall remain valid over the term of the Agreement.
- 10.7 The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the members of the Consortium respectively from time to time in response to the RFQ for the purposes of the Bid.
- 10.8 It is agreed by the Parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the members of Consortium, with regards to all matters relating to the Project as envisaged under the bid documents and Agreement.
- 10.9 It is hereby expressly agreed between the Parties to this Joint Bidding Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Joint Bidding Agreement except with prior written consent of the Authority.

11. This Joint Bidding Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;

- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
- (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Authority:

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

THIRD PART

FOURTH PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX-V

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.

Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX-VI

Undertaking for Technical Capacity experience

(Refer Clause 2.2.2 (B))

(To be given on the letterhead of the Applicant/ Lead Member of Consortium)

Ref.

Date:

To,

.....

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the RFQ document No. dated (the “**RFQ**”) for pre-qualification and short-listing of bidders for Procurement, Operation and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project (the “**Project**”) through public private partnership.

We further certify that we have the requisite Technical Capacity experience in accordance with Clause 2.2.2 (B) of RFQ for discharging the obligations in accordance with the provisions of the Agreement, failing which the Agreement shall be liable to termination, and forfeiture of Bid Security or Performance Security, as the case may be.

OR

We further certify that we shall either enter into an agreement with an entity who should have requisite Technical Capacity experience in accordance with Clause 2.2.2 (B) of RFQ for discharging its obligations in accordance with the provisions of the Agreement, failing which the Agreement shall be liable to termination, and forfeiture of Bid Security or Performance Security, as the case may be.

§

§ strike out the paragraph that is not applicable

Thanking you.

Yours faithfully.

Authorised Signatory

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-VII A

Undertaking for Operation Experience

(Refer Clause 2.2.3)

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

Ref. Date:

To,

.....

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the RFQ document No. dated (the “**RFQ**”) for pre-qualification and short-listing of bidders for Procurement, Operation and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project (the “**Project**”) through public private partnership.

We further certify that we have the requisite Operation experience of providing Train Operators for operation of Trains and discharging the Operation obligations in accordance with the provisions of the Agreement, failing which the Agreement shall be liable to termination

OR

We further certify that for discharging of our Operation obligations we shall engage a contractor(s) who is/are qualified in providing Train Operators for Operation of Trains as the Operation Obligations.

\$.

\$ strike out the paragraph that is not applicable

Thanking you.

Yours faithfully.

Authorised Signatory

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-VII B

Undertaking for Maintenance Experience

(Refer Clause 2.2.3)

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

Ref. Date:

To,

.....

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the RFQ document No. dated (the “**RFQ**”) for pre-qualification and short-listing of bidders for Procurement, Operation and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project (the “**Project**”) through public private partnership.

We further certify that we have the requisite Maintenance experience of maintaining at least 77 Eligible Cars in the past 3 (three) years, for discharging the Maintenance obligations in accordance with the provisions of the Agreement, failing which the Agreement shall be liable to termination

OR

We further certify that for discharging of our Maintenance Obligations we shall engage a contractor(s) who is/are qualified in carrying out engineering maintenance services for at least 77 Eligible Cars in the past 3 (three) years from the date of execution of the Agreement including services of similar nature and complexity as the Maintenance Obligations.

§
.

§ strike out the paragraph that is not applicable

Thanking you.

Yours faithfully.

Authorised Signatory


(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-VIII

Restrictions under Rule 144(xi) of General Financial Rules, 2017

(Refer clause 2.2.13)

APPENDIX IX
F.No.6/18/2019-PPD Ministry of Finance Department of Expenditure Public Procurement Division
161, North Block, New Delhi 23rd July, 2020
<u>Office Memorandum</u>
Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017
Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:
<i>Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.</i>
 (Sarjay Prasad) Joint Secretary (PPD) Email ID: js_pfc2.doe@gov.in Telephone: 011-23093882
To, (1) Secretaries of All Ministries/ Departments of Government of India (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the*

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
- a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- 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

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or 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.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent 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 agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than 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 or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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

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(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 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.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

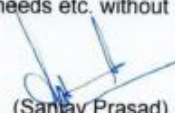
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order 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
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint 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 agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. 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 fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. 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 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.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

"/s/

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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APPENDIX-IX

List of Application-specific provisions^{\$}

A. Clauses with currency-based footnotes

1. Introduction
2. Clause 1.2.4: Brief description of Bidding Process.
3. Clause 2.2.1 (c): Eligibility of Applicants.
4. Clause 2.2.4: Eligibility of Applicants.
5. Clause 2.3.2: Change in composition of the Consortium.
6. Clause 2.10.3: Amendment of RFQ.
7. Clause 2.19.1 (g): Test of responsiveness.

Note: The above footnotes marked “\$” shall not be deleted. They shall remain in the RFQ to be issued to prospective Applicants.

B. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Applicants. These shall be omitted by the Applicants while submitting their respective Applications.

C. Appendices where curly brackets are used

1. Appendix IV: Joint Bidding Agreement: Recitals 3 and 4; Clauses 4 and 6.

Note: The curly brackets should be removed after the provisions contained therein are suitably addressed by the Applicants.

D. Appendices with blank spaces

All blank spaces in the Appendices shall be retained in the RFQ. These shall be filled up when the format of the respective Appendix is used.

APPENDIX-X

Proposed Design Parameters of Cars

(Refer clause 1.1.3)

(Below mentioned Design Parameters of Cars are tentative, and final design parameter of Cars shall be provided at the Bid Stage)

A. Vehicle Body

SN	Parameters	Specified Value
1.	Maximum operating speed	80 kmph
2.	Design speed	90 kmph
3.	Car body material	Stainless Steel/ Aluminum
4.	Technology adopted to join the modular elements of shell	Welding
5.	Maximum width of the coach	3200 mm
6.	Length of the coach body (maximum including end fairings)	21740 mm
7.	Maximum length of each car over buffers	22600 mm
8.	Tare weight of each complete car with bogies	42 T
9.	Gross axle load of each car (maximum)	17 T
10.	Bogie Wheelbase	2290 mm to 2500 mm
11.	Distance between bogie centres	14850 mm \pm 250 mm
12.	Maximum width apart between any two adjacent axles	12810 mm
13.	Maximum height of coach except pantograph	4000 mm
14.	Maximum height with pantograph in locked down position	4048 mm
15.	Floor height above Top of Rail (TOR) datum under tare and fully loaded conditions	1130 mm - 1100 mm

16.	Maximum wheel gauge back-to-back distance	1602 mm
17.	Minimum wheel gauge back-to-back distance	1599 mm
18.	Maximum and minimum wheel diameter	860 mm – 780 mm
19.	Minimum width of wheel	127 mm
20.	Track gauge	1676 mm
21.	Maximum height of central coupler above rail level for unloaded vehicle	815 mm
22.	Minimum height of central coupler above rail level for fully loaded vehicle	740 mm
23.	Incline of tread/wheel profile	1/20
24.	Material for interior panel	Fibre Reinforced Plastic
25.	Window	Double glazed, toughened, laminated glass separated by an air gap and permanently sealed, thermal insulation
26.	Grab pole and rails	Stainless steel tubing type
27.	Train Operator's seat	Flip-up type
28.	Passenger Seat	Stainless steel, longitudinal cantilever type
29.	Auto-Coupler	IP 65 Protected
30.	Inter-Car Gangway	
	(a) Clear head room	1900 mm
	(b) Clear width	1400 mm

B. Bogies: Axle Load shall not exceed 17T in powered/non-powered bogie.

C. Ride Index: Rollingstock shall be evaluated for Mean Ride Comfort by standard method as per EN 12299 for rollingstock.

D. Pneumatics, Air Supply and Brake system: Standalone compressed air supply system

E. Door System

SN	Parameter	Specified Value
1.	Passenger Saloon Doors	
	(a) Rated Voltage for drive	110V DC
	(b) Clear Opening width	1400 mm or 1500 mm
2.	Cab-Side Door	
	(a) Clear opening width	650 ± 50 mm
3.	Saloon to Cab Door	
	(a) Clear opening width	1100 mm

F. Pantograph: Suitable for 25 KV AC system suitable for flexible and rigid catenary system

G. Vacuum Circuit Breaker: Vacuum circuit breaker (VCB) shall be of proven design and shall be provided for the 25 KV AC system. The VCB shall be of the single bottle type having a short circuit rating of 250 MVA, and conforming to IEC 60056, in conjunction with IEC 60077 or any other internationally accepted equivalent standard.

H. Lightning Arrestor

SN	Parameter	Specified Value
1.	Type	Gapless
2.	Specification to which compliant	IEC 60099-4
3.	Rated Voltage	42 kV r.m.s.
4.	Description	25 KV AC
5.	Rated current	10kA @8/20 microsec

I. 25kV Explosion proof Potential Transformer: As per IEC 60044-2

J. AC Current Transformer: As per IEC 60044-1

K. Main Transformer: The transformer shall be designed to conform to IEC 60310 and the temperature rise limits of windings and oil shall correspond to IEC 60310 limits minus 20°C.

L. Power Converter-Inverter: The power converter - inverter shall be a proven, four quadrant Revolution Intelligent Power Module (RIPM) based unit, with pulse width

modulation control to ensure that the power factor is as nearly unity as possible. The equipment shall conform to IEC 61287-1 or latest internationally accepted equivalent standard. Natural or forced air cooling may be offered, however natural cooling is preferred.

- M. AC Traction Motor:** Three phase asynchronous traction motors, suitable for RIPM converter/inverter operation shall be offered. The motor shall have adequate built in margin to cater to the environmental conditions given in the specification. The motor shall be designed to suit ripples and harmonics from the inverter and shall have a high degree of reliability in service during motoring as well as regeneration. The traction motor shall be self-ventilated and shall comply with the requirements of IEC 60349 or latest internationally accepted equivalent standard and parts thereof.
- N. Auxiliary Converter:** The auxiliary converter shall be Silicon Carbide switching Device based with microprocessor and pulse width modulation control. The converter shall otherwise comply with the provisions of IEC 61287-1 or latest internationally accepted equivalent standard. The three output voltage shall be as follows:
- i. Output 1: 415V 50Hz 3 ϕ 3 wire
 - ii. Output 2: 230V 50Hz 1 ϕ
 - iii. Output 3: 110V d.c.
- O. Battery Charger:** Static battery charger with automatic control and shall be capable of providing a high-rate boost charge or float charge compatible with the characteristic of the Ni-Cd batteries.
- P. Communication System:** Two-way Communication between the Operations Control Centre (OCC) or Back-up Control Centre (BCC), and driver, via train radio equipment (Supplied by Signalling and Train Control and Telecommunications Contractors) shall be provided. The train-borne electrical and electronic equipment shall not produce significant interference affecting proper operation of telephone, public address system, train to OCC and passenger information systems due to influence arising from radiation, conduction, inductive-, capacitive or electrostatic-coupling. The limits in CCITT (The Consultative Committee on International Telegraphy and Telephony) directives must be complied with at all times. The system shall be fully compatible with the existing signaling and telecommunication system.

Q. Interior and Exterior Noise Levels

(a) Interior

SN	Parameter	Specified Value	
		dBA Stationary	dBA Running
(i)	All cars except Driving Cab (Elevated and at grade)	68	72
(ii)	Driving Cab (Elevated and at Grade)	70	NA
(iii)	All cars except Driving Cab (Tunnel at platform)	NA	92
(iv)	Driving Cab (Tunnel at platform)	NA	NA

(b) Exterior

SN	Parameter	Specified Value	
		dBA Stationary	dBA Running
(i)	Elevated	66	80
(ii)	At Grade	66	84
(iii)	Tunnel	84	NA

- R. User Friendly:** It shall be ensured the Cars are made user friendly like by designing the space for bicycles, wheel chairs, luggage etc.
- S. Communication Based Train Control (CBTC):** on-board ATC equipment including all radio modems, Layer-2/Layer-3 switches, Rooftop antenna, Underframe – Odometer, Beacon antenna, cabling, accessories, fixtures, fittings etc. required for CBTC shall be provided by the K-RIDE. The necessary interface connectors, suitable spacing inside rolling stock, cables, fittings, fixtures, installation, Testing & Commissioning support, etc for above equipment shall be in scope of Lessor. Further detailed signalling-rolling stock interface design and implementation plan will be shared at the Bid Stage/Request for Proposal.

APPENDIX-XI

Format of Certificate as per GFR Order

(Refer to Clause 2.2.13 of the RFQ)

(to be submitted on the letterhead of the Bidder/Lead Member)

Dated:

To,

.....
.....

With reference to the GFR Order, we submit the following certificate to the Authority.

Certificate for Bid

We have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We, (Applicant's name) certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

[Where applicable, evidence of valid registration by the Competent Authority to be attached].

Yours faithfully,

Dated this *[insert date]* day of *[insert month]* 2022

Name and seal of the Applicant

(Signature, name and designation of the authorised signatory of the Applicant/Lead Member)

APPENDIX-XII

Indicative list of location of depots

(refer to clause 1.1.2 of RFQ)

(Below mentioned list of location of depots is indicative, final list of location of depots shall be provided at the Bid Stage)

Major depots:

- (i) Devanahalli
- (ii) Soldevanahalli

Micro depots:

- (i) Whitefield Railway Station
- (ii) Heelalige Railway Station

APPENDIX-XIII

Application Index & Checklist

(refer to clause 2.13.3 (xii) of RFQ)

Applicant shall include with his Application an index which cross references Authority’s requirements, elaborated in this document, to all the individual sections within Application which the Applicant intends to be the responses to each and every one of those requirements.

Application submitted must be clearly presented, all pages numbered and laid out in a logical sequence with main and subheadings to facilitate evaluation.

Before submitting the Application, Applicants should Tick Mark in the designated column for the following items and sign the format in acknowledgement of having ascertained the completeness of the proposal including signing of all pages, sealing, affixing company seal.

SN	Ref Clause	Document	Description	Tick Mark	Remarks
1.	2.13.3 (xii)	Application Index			
2.	2.13.1 (i)	Appendix-I	Letter comprising the Application		
	2.13.1 (i)	i. Annex-I	Particulars of the Applicant		
	2.13.3 (v)	Copy of Memorandum and Articles of Association / copy of its partnership deed	self-attested copies of the Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed. If the Applicant is a Consortium, then each member shall submit its self-attested copies of its Memorandum and Articles of Association or partnership deed, as relevant		
	2.13.1 (i), 2.2.2 (A)	ii. Annex-II	Financial Capacity of the Applicant		

SN	Ref Clause	Document	Description	Tick Mark	Remarks
	2.13.3 (viii)		Certificate from Statutory Auditor Specifying Net Worth/ACI		
	2.13.3 (vii)		Copies of Applicant's duly audited financial statements for the preceding three years		
	2.13.3 (viii)		Certificate from statutory auditors/ company secretary regarding Associate, if applicable		
	2.2.9 & 2.2.10 (b)		Copies of Associate's duly audited financial statements (whose financial capacity is used) for the preceding three years, if applicable		
	2.13.1 (i)		iii. Annex-III	Statement of Legal Capacity	
3.	2.12 & 2.13	is the Application signed as stipulated in Clauses 2.12 and 2.13			
		i.	Online Submission		
		ii.	Offline Submission		
4.	2.13.3 (ii)	Appendix-II	Power of Attorney for signing of Application		
	2.13.3 (vi)	Charter documents	extracts of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing the Power of Attorney mentioned in Appendix II		
5.	2.13.3 (iii)	Appendix-III	Power of Attorney for Lead Member of Consortium		
	2.13.3 (vi)	Charter documents	extracts of the charter documents and documents such as a board or shareholders' resolution/power of attorney in		

SN	Ref Clause	Document	Description	Tick Mark	Remarks
			favour of the person executing the Power of Attorney mentioned in Appendix III		
6.	2.13.3 (iv)	Appendix-IV	copy of the Jt. Bidding Agreement, in case of a Consortium		
7.	2.2.2 (B) & 2.13.3 (ix)	Appendix-VI	Certificate for Technical Capacity requirements		
8.	2.2.3 & 2.13.3 (x)	Appendix-VIIA	Certificate for Operation requirements		
9.	2.2.3 & 2.13.3 (x)	Appendix-VIIB	Certificate for Maintenance requirements		
10.	2.2.13 & 2.13.3 (xi)	Appendix-XI	Certificate as per GFR Order		
11.	2.13.3 (xii)	Appendix-XIII	Application Index & Checklist		

APPENDIX-XIV

Supply Schedule

(refer to clause 1.1.1 of RFQ)

(Below mentioned supply schedule of Cars are tentative, and final Supply schedule shall be provided at the Bid Stage)

SUPPLY AND COMMISSIONING OF TRAINS		
Key Date No.	Activities to be performed by the Lessor/K-RIDE	Key Dates (Weeks from Appointed Date)
1	Complete design submission	60
2	Handover of depot sites	
2.1	Handover of minor depot sites at whitefield and Heelalige	52
2.2	Handover of major depot Sites at Devanahalli and Soladevanahalli	70
3	Deployment of staff and training of manpower	
3.1	Deployment of all staff and labour at maintenance depot	70
3.2	Training of manpower for maintenance Depot & train operation	80
4	Supply of Prototype of one train of 3 cars and one train of 6 Cars with associated S&T equipment at the depot site	90
5	Supply of 264 Cars (Excluding anticipated 10% maintenance reserve and 5% traffic reserve)	
5.1	10 numbers of Trains of 3 cars each and 1 numbers of Trains of 6 cars each excluding 1 (one) no. Train of 3 cars and 1 (one) no. Train of 6 cars in S.No.4)	100
5.2	10 numbers of Trains of 3 cars each and 2 numbers of Trains of 6 cars each and any other additional Trains required as reserve by the Lessor	130
5.3	10 numbers of Trains of 3 cars each and 5 numbers of Trains of 6 cars each and any other additional Trains required as reserve by the Lessor	180
5.4	10 numbers of Trains of 6 cars each and any other additional Trains required as reserve by the Lessor	230
5.5	11 numbers of Trains of 6 cars each and any other additional Trains required as reserve by the Lessor	280
6	Integrated testing and commissioning after completion of statutory tests and deployment of Train under revenue service (COD).	

SUPPLY AND COMMISSIONING OF TRAINS		
Key Date No.	Activities to be performed by the Lessor/K-RIDE	Key Dates (Weeks from Appointed Date)
6.1	10 numbers of Trains of 3 cars each and 1 numbers of Trains of 6 cars each excluding 1 (one) no. Train of 3 cars and 1 (one) no. Train of 6 cars in S.No.4)	112
6.2	10 numbers of Trains of 3 cars each and 2 numbers of Trains of 6 cars each and any other additional Trains required as reserve by the Lessor	142
6.3	10 numbers of Trains of 3 cars each and 5 numbers of Trains of 6 cars each and any other additional Trains required as reserve by the Lessor	192
6.4	10 numbers of Trains of 6 cars each and any other additional Trains required as reserve by the Lessor	242
6.5	11 numbers of Trains of 6 cars each and any other additional Trains required as reserve by the Lessor	292