

Addendum No. 1 (Dated --20.03.2023)

Request for Qualification (RFQ)

for

Selection of Entity for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock on PPP Model for BSRP

S N	Clause No.	Original Clause	Suggested Clause & Suggestions	KRIDE Decision
1.	Tender Invitation	All the proposals for pre-qualification, and EMD/Bid security shall be submitted in the format as per the RFQ document.	We understand that as per clause 1.2.4 of RFQ, bid security for an amount of INR 20 Cr. is required to be submitted in RFP stage only. Kindly Confirm. Further, we understand that EMD/Bid security format shall be part of RFP document. Kindly confirm.	EMD/Bid Security need to be provided at the RFP Stage only. No need to provide Bid Security at the RFQ Stage as per clause 1.2.4.
2.	1.1.1	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.	Suggestion: Number of cars requirement indicated in clause 1.1.1 and APPENDIX-XIV_Supply Schedule is contradicting. As per the Supply Schedule, total number of cars required is 273, whereas as per clause 1.1.1 requirement is for 264 cars. Kindly clarify.	Selected Bidder has to ensure the availability of 264 cars including 9 prototype Cars in formation of 3 and 6 Cars as mentioned in delivery schedule. <i>Please refer Corrigendum -2.</i>
3.	1.1.1	Refer Background Page 9 of RFQ	Please clarify the requirements for the operation of the trains. Is it limited to the provision of the train operators (train drivers) or a more comprehensive scope will be required?	Train Operation is limited to providing Train Operators (Train drivers only)
4.	1.1.1	Refer Background Page 9 of RFQ	Suggestions: You are requested to please refer our below queries: We understand that requirement of 264 Cars is envisaged for complete 148 Kms length of project.	This tender is for 264 cars (excluding traffic and maintenance reserve). In future, if any additional cars are required then a separate tender will be invited for additional requirement.

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			No option car will be required in future for this 148 Kms. Please confirm if our understanding is correct.	
5.	1.1.1	Refer Background Page 9 of RFQ	requested to kindly define the relation between 'Supply Period' and 'Agreement Period'. Further, it is our understanding that 'Supply Period' is integral part of 'Agreement Period'. Kindly confirm.	Agreement Period of 35 years includes Supply Period of 5 years.
6.	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.	From the provision of this para, it appears that RDSO will be involved in the approval of design, drawings and prototype testing and approval etc. Procedures followed up in RDSO are very detailed and cumbersome. This results in delays in project execution. It is suggested that K-Ride should approve design, drawings and prototype testing and approvals etc., so as to ensure timely approvals and speedy execution of the project within timeline of supply within 2 - 5 years.	The scope of Project shall broadly include design/Manufacture, supply procurement, testing, commissioning, financing, requisite approvals from government instrumentalities like RDSO etc., and K-RIDE will facilitate to receive these approvals from the government instrumentalities. Please refer Corrigendum -2.
7.	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	a. Please clarify the application of the discounting value 8.45% (eight-point four five percent) per annum applicable to Present Value calculation?	All the quoted Lease Charges and Maintenance Charges will be discounted at the rate of 8.45% for calculation of Present Value only for awarding the project.
b. Please clarify the escalation value of 5% p.a. for the Maintenance charges.	Quoted Maintenance Charges will be escalated at the rate of 5% p.a. for calculation of PV of quoted lease and maintenance charges only for awarding the project.			

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		<p>manner specified in the RFP. For the purpose of evaluation only, Maintenance Charges shall be escalated @5%/o p.a....</p> <p>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....</p>	<p>c. Please clarify the approximate value of the Minimum Guaranteed Annual Availability of trains (in train hours)?</p> <p>d. For the avoidance of doubt please provide an example of the calculation of the PV Total Charges?</p>	<p>Minimum Guaranteed Annual Availability in terms of Train hours will be provided at the RFP Stage.</p> <p>An illustration of calculation of PV of the Total Charges will be provided at RFP Stage</p>
8.	1.2.8	Refer Background Page 12 of RFQ	The process of evaluation of bids taking into account the lease charges, maintenance charges, escalation rates and discount rate along with the minimum guaranteed annual availability (in train hours) may be explained by taking an example assuming lease and maintenance charges for clarity of the process of evaluation. Please support with clarification.	An illustration of calculation of PV of the Total Charges will be provided at RFP Stage.
9.	1.2.8	Refer Background Page 12 of RFQ	<p>Suggestions: You are requested to kindly confirm on following:</p> <p>Kindly confirm if Foreign Currency (FC) will also be allowed for Lease and Maintenance Charges.</p>	Payment as Lease and Maintenance Charges shall be exclusively made in INR only, not in other currencies.
10.	NA	New Clause	Suggestions:	

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			Kindly confirm Applicability of 'Concessional rate of Custom Duty' under 'Project Import Scheme' for the project. Accordingly, we request you to consider reimbursement of Applicable Custom Duty and other taxes on import of trains/ component/ spares/ tools and Plant & Machineries.	Applicability of 'Concessional rate of Custom Duty' under 'Project Import Scheme' for this project will be processed and will be dealt as applicable during RFP stage.
11.	1.3	Schedule of Bidding Process: Application Due date: 15.03.2023	Suggested Clause: Schedule of Bidding Process: Application Due date:15.09.2023 Suggestion: Being PPP mode of participation and considering the volume of work involved to attempt this new lease model work including execution of Joint bidding agreement for RFQ, kindly extend the due date for 6 months i.e up to 15.09.2023. Suggestion: We request additional time of 6 weeks to allow us for submission of application. Suggestion: you to please extend the EOI submission date by 30 days from 'Bidder's query response' or Addendum, which will enable us to prepare required documentation.	Please refer Corrigendum -1.
12.	2.2.1 (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	Suggestion: We understand that Conflict of interest won't be applied if any entity participates as consortium member with one Applicant and as Sub-Contractor to multiple Applicant.	Conflict of Interest will be applicable in this case.

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		to have a Conflict of Interest affecting the Bidding Process, if: (ii) a constituent of such Applicant is also a constituent of another Applicant; or		
	2.2.1 (c) (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”	Suggestion: Please list the names of all consultants / advisors to the Authority.	KRIDE engaged following entities as advisor and consultant for Rolling stock procurement. M/s RITES Limited, Trilegal General Consultant (AECOM, EGIS, LBG)
13.	2.2.2 (A)	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);...	please confirm that subsidiary company is allowed to use the credential of their parent company for meeting the Financial Requirement. Further, we would like to bring to your kind attention that as per MoHUA order No. K-14011/08/2017/MRTS Coord Dated 24th May 2018, Subsidiary companies are allowed to use their Parent company’s credentials for qualification and similar requirement was specified in recent RS tenders also. Kindly amend the clause accordingly.	Please refer clause 2.2.9 of RFQ and corrigendum 2.
14.	2.2.2 (A)	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 respect of the requirements to be met by the Funds, it is noted that only the concept of ACI has been provided. We request to kindly provide the concept of Assets Under Management (AUM) and necessary minimum criteria in respect of the same, and make necessary changes if so required.	Tender condition prevails
15.	2.2.2 (A)	The Applicant/ Members of a Consortium shall, for a period of 4 (four) years from	It is requested to the authority clarify / add a clause on the ‘change in ownership” post the period of	Tender condition prevails

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		<p>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.</p>	<p>restriction as per the above clause – which is in line with similar long-term contracts for infrastructure projects of similar nature wherein post the initial period, the primary KRA / primary responsibility of the selected bidder / concessionaire is to successfully operate and maintain the asset / project. The change in ownership is allowed up to 100% of the equity stake as can be seen in the following concession agreement issued by various government department / agencies: -</p> <p>a. RFP vide Notice No. 2018_AAI_19451_1 dated 14th Dec 2018 for the Development of SVPI Airport, Ahmedabad, and</p> <p>b. RFP dated Sep 2022 for Development of MMLP at Indore by National Highway Logistics Management Limited,</p> <p>c. RFP dated Aug 2021 by NHAI for TOT Bundle 7; and other HAM & BOT projects by NHAI.</p> <p>d. RFP dated Oct 2022 by NHLML for Development, Operation & Maintenance of Ropeway from Govind Ghat – Ghangaria –Hemkund Sahib in the state of Uttarakhand on Hybrid Annuity Mode.</p> <p>All these also have a clause of providing approval from a national security perspective.</p>	
			<p>Suggestion: The definition / tenure of defect liability period (DLP) is not mentioned in the issued RFQ. Kindly mention the time duration for DLP.</p>	<p>Please refer Corrigendum-2.</p>

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			<p>Fours from supply period would imply a 5+4=9-year lock-in, which is very long. This should be limited to a maximum of 1 year beyond supply period.</p> <p>As standard in other RFPs, a structure to allow partial divestment/non-majority change in ownership should be allowed until a majority change in ownership is allowed.</p> <p>Consistent with other RFPs of similar nature, The Applicant should be allowed to transfer shareholding to an Associate at any point.</p>	
16.	2.2.2 (B)	<p>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:</p>	<p>Suggested Clause: 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 including its Associate: Suggestion: We request Client to allow sub-contractor also to use its Associate credentials to meet Technical Capacity requirement. Accordingly, we request to modify the tender clause.</p>	<p>Credentials of own, consortium member, joint venture member, subcontractors will only be considered for technical evaluation. Credentials of associates of subcontractors will not be considered.</p>
17.	NA	NA	Suggestion:	There is no requirement to provide Sub-Contractor name at the Bid/RFP Stage.

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			<p>We understand that Bidder is not required to declare the name of sub-contractor, if applicable, nor its credential needs to submitted for Technical Capacity and Maintenance Experience at first stage (the “Qualification Stage”). Only undertaking by Applicant needs to be submitted confirming meeting the required qualification requirement vide Appendix-VI and Appendix-VIIB</p> <p>Kindly confirm Applicant needs to declare the sub-contractor details at Bid “RFP” stage.</p> <p>Suggestion: Please indicate the manner in which a sub-contractor will be allowed. Is there a letter or format or undertaking that needs to be included. The manufacturing entity would not ideally want to have shareholding in the company and a structure through a sub-contract for supply of equipment should be allowed. This will significantly increase participation in the bidding. The nature and conditions of such sub-contract should be well defined in the RFQ.</p>	<p>Contractors of KRIDE on its own can define terms and conditions of his agreement with Sub-Contractor subject to meeting the terms & Conditions of the RFQ & RFP of KRIDE.</p>
18.	2.2.2 (B) (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.	Suggested Clause: Manufactured a minimum of 132 (one hundred and thirty-two) eligible cars (i.e., Metro, LRT, Suburban EMUs, Trains, Electric locomotives hereinafter defined as “Eligible Cars”) cumulatively during last 10 years preceding the Application Due Date.	Please refer Corrigendum-2.

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			<p>Suggestion: Applicant is into the Design, Engineering, Manufacturing of complete propulsion electrics for Locos/EMU/MEMUs/Metro etc. Also, till date more than 800 nos. Locomotives (Electric/Diesel) have been supplied to Indian Railways and various Industries. Therefore, we request the changes as proposed in the modified criteria. This is a major concern for us and may limit us to participate in this great opportunity.</p>	
19.	2.2.2 (B) (ii) (b)	<p>manufactured a minimum of 66 (sixty-six) Eligible Cars comprising stainless steel/aluminium /corten steel/steel EMU/MEMU/metro cars in India;</p>	<p>Suggested Clause: manufactured a minimum of 66 (sixty-six) Eligible Cars comprising stainless steel/aluminum /corten steel/steel EMU/MEMU/metro cars/Electric locomotives in India; Suggestion: Applicant is into the Design, Engineering, Manufacturing of complete propulsion electrics for Locos/EMU/MEMUs/Metro etc. Also, till date more than 800 nos. Locomotives (Electric/Diesel) have been supplied to Indian Railways and various Industries. Therefore, we request the changes as proposed in the modified criteria. This is a major concern for us and may limit us to participate in this great opportunity.</p>	Please refer Corrigendum-2.
20.	2.2.2 (B) (vi)	<p>must have cumulative experience of minimum 10 (ten) years in the design and manufacturing of the propulsion equipment</p>	<p>Please note that the in many tenders Propulsion system eligibility and qualification criteria permits the designer of Traction inverter to be considered as</p>	Tender condition prevails

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		(traction converter-inverter, auxiliary converter/inverter and traction motor Rolling Stock (“Propulsion Equipment”))	<p>the integrator of the Propulsion system. And, Traction Motor can be outsourced by the said Traction Inverter manufacturer.</p> <p>In this regard, we request to add below cause in the existing eligibility and qualification requirement of Propulsion system with below:</p> <ul style="list-style-type: none"> • must have been the manufacturer of Traction Inverter supplied as part of Propulsion Equipment (traction converter-inverter, auxiliary converter/inverter and traction motor) as per above criteria. However, the Traction Motor can be outsourced by the said Traction Inverter manufacturer. The overall responsibility of Integration of Propulsion Equipment (traction converter-inverter, auxiliary converter/inverter and traction motor) for meeting the contractual obligations in respect of Propulsion Equipment shall lie with the manufacturer of Traction Inverter. 	
21.	2.2.2 (B)	<p>(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”))</p> <p>(vii) Propulsion Equipment supplied must have been in satisfactory revenue operation for at least 5 (five) years in minimum 500</p>	<p>We request you to please Add below Note:</p> <p>Note:</p> <ol style="list-style-type: none"> 1. the criteria mentioned in SI. No. (vi) and (vii) above, apply only to the manufacturer of the Propulsion Equipment, who can be either a Member of the Consortium/ Associate / Sub-Contractor. 2. Member of the Consortium / Associate / Sub-Contractor must have been the manufacturer of traction converter-inverter 	Please refer Corrigendum -2.

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		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.	<p>supplied as part of Propulsion Equipment (traction converter-inverter, auxiliary converter/inverter and traction motor Rolling Stock). However, Auxiliary Converter-Inverter and Traction Motor can be outsourced by the said traction converter-inverter Manufacturer. The overall responsibility of Integration of propulsion equipment (traction converter-inverter, auxiliary converter/inverter and traction motor Rolling Stock) for meeting the contractual obligations in respect of Propulsion Equipment shall lie with the manufacturer of traction converter-inverter.”</p> <p>Further, we would like to bring to your kind attention that similar requirement was specified in recent RS tenders DMRC RS17 and Bangalore Metro 5RS-DM.</p>	
22.	2.2.2(B) (vii)		Please clarify the requirement. Shall the experience of supplies at least to one country other than the country of manufacture cover all 500 eligible cars?	<p>This requirement can be met cumulatively from many countries other than the country of manufacture or in India.</p> <p>This may be from different contracts of same manufacturer.</p>
23.	2.2.2 (B) (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-	Suggested Clause: propulsion Equipment supplied must have been in satisfactory revenue operation for at least 5 (five) years in minimum 500 Eligible Cars/Electric	Please refer Corrigendum -2.

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		<p>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.</p>	<p>locomotives 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.</p> <p>Suggestion: Applicant is into the Design, Engineering, Manufacturing of complete propulsion electrics for Locos/EMU/MEMUs/Metro etc. Also, till date more than 800 nos. Locomotives (Electric/Diesel) have been supplied to Indian Railways and various Industries. Therefore, we request the changes as proposed in the modified criteria. This is a major concern for us and may limit us to participate in this great opportunity.</p>	
24.	2.2.4 & Annex II	<p>The Applicant shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following'</p> <p>(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...</p> <p>INSTRUCTIONS Capacity of the Applicant can be prepared</p>	<p>We would like to bring to your kind notice that our 'Audited Annual Reports' are already published and do include Statutory Auditor's certificate.</p> <p>We understand from the footnote of clause 2.2.4 that Net worth required in Annex-II – Financial Capacity of the Applicant can be prepared from the extract of the 'Published Audited Annual Reports'. Kindly confirm</p>	Please refer Corrigendum-2.

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		<p>from the extract of the 'Published Audited Annual Reports'.</p> <p>....5. The Applicant shall provide an Auditor's Certificate specifying the Net Worth of the Applicant Kindly confirm. and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.4 (i) of the RFQ document...</p>		
			<p>Suggestion:</p> <p>It is requested to kindly clarify, if the Applicant (including its Associates) is a foreign entity, then, whether such Applicant and each of the Associates can provide the said certificates confirming the meeting of the Technical Capacity and Financial Capacity, from any reputed Chartered Accountant/ Company Secretary based in India.</p> <p>This request is made in light of the fact that in foreign jurisdictions (eg. Singapore, USA), it can take 4-6 weeks to procure such certificates from the statutory auditor, and on the basis of the present timelines, the Applicants do not have such time available with them. Accordingly, if this condition is insisted upon, then, the foreign Applicants would not be able to participate.</p>	Tender condition prevails
25.	2.2.6	Refer page No 20 of RFQ	Please clarify if the number of Consortium members can be increased (but still limited to maximum four	Tender condition prevails. Please refer Clause 2.3.2.

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			members) after Qualification and during the RFP stage?	
26.	2.2.9	Refer page No 22 of RFQ	Please clarify in case the associate of an alternative investment fund or foreign investment fund is not an alternative fund or foreign investment fund, then how the bidder shall be eligible to claim the financial capacity of such associate as Clause 2.2.2 (A) (i) is not found in the RFQ document.	Please refer Corrigendum-2.
27.	3.2	Refer page No 38 of RFQ	Suggestion: Financial statements for last 3 financial years In case the Applicant is a newly created entity, and annual audited accounts cannot be made available, kindly confirm that company secretary/auditor certificate certifying the same shall suffice.	Bidder has to provide all the required information's as per RFQ, and comply with the requirements of the RFQ.
28.	Appendix II	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...	We request you to please modify this clause as follows: "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 ofand presently residing at.....,who is presently employed with us/the lead member of consortium and holding the position of , as our true and lawful attorney. "	Tender condition prevails
29.	Appendix VII B	We further certify that for discharging of our Maintenance Obligations we shall engage a	Suggested Clause:	Tender condition prevails. Refer SI No 6 of addendum-1.

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		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.	We further certify that for discharging of our Maintenance Obligations we shall engage a contractor(s) who either by itself or through its Associate 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" Suggestion: We request Client to allow sub-contractor also to use its Associate credentials to meet maintenance experience requirement. Accordingly, we request to modify the tender clause.	
30.	NA	Request	We understand that Bidder can use its Maintenance credentials executed during Warranty / Defect liability Period / Defect Notification Period against this qualification requirement. Also, kindly confirm the qualification of maintenance services for at least 77 Eligible Cars in the past 3 (three) years can be meet with 1 or more project.	Bidder can use its maintenance credentials executed during Warranty / Defect liability Period / Defect Notification Period if these services are of similar nature and complexity as the Maintenance Obligations requirements for smooth, and uninterrupted running of Trains during the Agreement Period. It can be from multiple projects.
31.	Appendix -X	Refer pager 87 of RFQ document	Suggestion: performance criteria of the train is not specified.	Will be provided at the RFP Stage

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			Details of the traction and braking performance criteria to be provided in the EOI document. Request you to amend the same.	
32.	NA	Request	Suggestion: Passenger capacity is not provided. Passenger capacity to be provided and the same to be defined based on train level rather than car level. Request you to amend the same.	Details of number of passengers carried per train and (not per car) will be provided at the RFP Stage
33.	Appendix -X (L)	The power converter - inverter shall be a proven, four quadrant Revolution Intelligent Power Module (RIPM) based unit, with pulse width.....”	Suggestion: Inverter shall be proven and shall be open to bidder to decide on the technology. Hence the clause to be modified as below; The power converter - inverter shall be a proven, four quadrant Revolution Intelligent Power Module (RIPM) based unit, with pulse width....”	Please refer Corrigendum-2
34.	Appendix -X (N)	Refer page 90 of RFQ document “The auxiliary converter shall be Silicon Carbide switching Device based with microprocessor and.....”	Please clarify whether technology of proven IGBT based Power Converter Inverter can be used. Please clarify whether proven IGBT based technology is accepted for Auxiliary Converter. Suggestion: Type of inverter shall be open to bidder to decide on the technology. Hence the clause to be modified as below; “The auxiliary converter shall be Silicon Carbide / IGBT switching Device based with microprocessor and.....”	Latest and proven power converter/inverter technology for traction and auxiliary should be used. The specifications will be indicated in RFP stage. Please refer Corrigendum-2.

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35.	Appendix- XIV Supply Schedule		<p>We request you to kindly modify supply schedule which will enable continued production with constant monthly production output.</p> <p>i) Delivery of 2 Prototype TS (One 3-Car TS and one 6-Car TS)- 106 Weeks</p> <p>iii) 11 Nos. TS (Ten 3-Car TS and one 6-Car TS) Delivery - 140 Weeks</p> <p>iv) 12 Nos. TS (Ten 3-Car TS and two 6-Car TS) Delivery - 170 Weeks</p> <p>v) 15 Nos. TS (Ten 3-Car TS and Five 6-Car TS) Delivery - 210 Weeks</p> <p>vi) 10 Nos. TS (Ten 6-Car TS) Delivery - 240 Weeks</p> <p>vii) 11 Nos. TS (Eleven 6-Car TS) Delivery - 280 Weeks</p> <p>Testing and Commissioning of Prototype trains shall be 30 weeks from the delivery and remaining each train commissioning shall be 6 weeks from their delivery date.</p>	<p>Please refer Corrigendum-2. Also refer foot note of corrigendum. “Default of 6 months for the delivery of 1st train from either end will not attract any penalty.”</p>
36.	Appendix- XIV Supply Schedule	Complete design submission at: NTP+60 weeks	<p>Suggestion: Based on reference from previous RFPs (BMRCL Phase2, DMRC Ph-IV) and projects executed in recent past from other sub urban and metro projects, we propose to change timeline as follows: NTP+66 Weeks Please refer Annexure-1, for complete proposal of KD’</p>	Please refer Corrigendum-2.

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37.	Appendix- XIV Supply Schedule	Clarification	Suggestion: Please provide clarity on the scope of works here. Design submission is required for rolling stocks only or depot areas as well. Clarity on the time frame of 60 weeks is also not there.	Design Submission for Rolling Stocks only, not for depot construction.
38.	Appendix- XIV Supply Schedule	<p>2. Handover of depot sites</p> <p>2.1 Handover of minor depot sites at Whitefield and Heelalige at: NTP+52 weeks</p> <p>2.2 Handover of major depot Sites at Devanahalli and Soladevanahalli at : NTP+70 weeks</p>	<p>Suggestion:</p> <p>We understand that these key dates are for K ride to provide the site access to the SPV and in-turn to the RS Supplier. Kindly confirm on our understanding.</p> <p>Suggestion:</p> <p>Scope of works for concessionaire to be defined within the mentioned timeline.</p>	<p>KRIDE will provide site access depots and alignments.</p> <p>Clear scope of work will be defined in the Agreement</p>
		<p>Supply of Prototype of one train of 3 cars and one train of 6 Cars with associated S&T equipment at the depot site: NTP+90 weeks</p>	<p>Suggestion:</p> <p>Based on reference from previous RFPs (BMRCL Phase2, DMRC Ph-IV) and projects executed in recent past from other sub urban and metro projects, we propose to change following KDs:</p> <p>Supply of Proto type train (3 Cars) : NTP + 109 weeks</p> <p>Supply of Proto type train (6 Cars): NTP+117 weeks</p> <p>Please refer Annexure-1, for complete proposal of KD's.</p>	<p>Please refer Corrigendum-2.</p>
		<p>10 numbers of Trains of 3 cars each and 1 numbers of Trains of 6 cars each excluding</p>	<p>Suggestion:</p> <p>Based on reference from previous RFPs (BMRCL</p>	<p>Please refer Corrigendum-2.</p>

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		1 (one) no. Train of 3 cars and 1 (one) no. Train of 6 cars in S.No.4) : NTP+100 weeks	Phase2, DMRC PhIV) and projects executed in recent past from other sub urban and metro projects, we propose to change following KDs: 10 number of trains of 3 cars each: NTP + 135 weeks 1 number of trains of 6 cars each: NTP+131 weeks Please refer Annexure-1, for complete proposal of KD's.	
		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: NTP+130 weeks	Suggestion: Based on reference from previous RFPs (BMRCL Phase2, DMRC Ph IV) and projects executed in recent past from other sub urban and metro projects, we propose to change following KDs: 10 number of trains of 3 cars each: NTP + 156 weeks 02 number of trains of 6 cars each: NTP+148 weeks Please refer Annexure-1, for complete proposal of KD's.	Please refer Corrigendum-2.
		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: NTP+180 weeks	Suggestion: Based on reference from previous RFPs (BMRCL Phase2, DMRC Ph-IV) and projects executed in recent past from other sub urban and metro projects, we propose to change following KD: 5 number of trains of 6 cars each: NTP+186 weeks Please refer Annexure-1, for complete proposal of KD's.	Please refer Corrigendum-2.
		Integrated testing and commissioning after completion of statutory tests and deployment of Train under revenue service (COD).	Suggestion: Based on reference from previous RFPs (BMRCL	Please refer Corrigendum-2.

S N	Clause No.	Original Clause	Suggested Clause & Suggestions	KRIDE Decision
		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) : NTP+112 weeks	Phase2, DMRC Ph-IV) and projects executed in recent past from other sub urban and metro projects, we propose to change the T&C dates as follows: 10 number of trains of 3 cars each: NTP + 147 weeks 1 number of trains of 6 cars each : NTP+143 weeks Please refer Annexure-1, for complete proposal of KD's.	
		Integrated testing and commissioning after completion of statutory tests and deployment of Train under revenue service (COD). 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: NTP+142 weeks	Suggestion: Based on reference from previous RFPs (BMRCL Phase2, DMRC Ph-IV) and projects executed in recent past from other sub urban and metro projects, we propose to change the T&C dates as follows: 10 number of trains of 3 cars each: NTP + 168 weeks 1 number of trains of 6 cars each: NTP+160 weeks Please refer Annexure-1, for complete proposal of KD's.	Please refer Corrigendum-2.
		Integrated testing and commissioning after completion of statutory tests and deployment of Train under revenue service (COD). 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 :NTP+192 weeks	Suggestion: Based on reference from previous RFPs (BMRCL Phase2, DMRC PhIV) and projects executed in recent past from other sub urban and metro projects, we propose to change the T&C dates as follows: 5 number of trains of 6 cars each: NTP+198 weeks Please refer Annexure-1, for complete proposal of KD's.	Please refer Corrigendum-2.
		Integrated testing and commissioning after completion of statutory tests and deployment of Train under revenue service	Suggestion: Timelines for Integrated testing and commissioning after completion of statutory tests and deployment	Please refer Corrigendum-2.

S N	Clause No.	Original Clause	Suggested Clause & Suggestions	KRIDE Decision
		(COD) for proto type trains supplied as per S.no.4) : Timeline not available	of Train under revenue service (COD) for proto trains supplied as per S.no.4) is not specified. Based on reference from previous RFPs (BMRCL Phase2, DMRC Ph-IV) and projects executed in recent past from other sub urban and metro projects, we propose to the T&C dates for proto trains as follows: Proto train Of 3 cars each: NTP+137 weeks Proto train of 6 cars each: NTP+ 147 weeks Please refer Annexure-1, for complete proposal of KD's.	
			Suggested Clause: Supply of Prototype of one train of 3 cars and one train of 6 Cars with associated S&T equipment at the depot site: 183 weeks; Accordingly, others milestone like design submission, training, depots works, testing and commissioning may be deferred. Suggestion: The delivery timeline is very stringent. It is requested that delivery timeline of 1st prototype train may be amended to 183 weeks from existing 90 weeks. It will help us to attempt this opportunity on PPP mode and offer a competitive price.	Please refer Corrigendum-2.
39.	1.1.1	Refer background of 1.1.1,page number 9 of RFQ document	The Clause 1.1.1 refers to the supply as 264 cars, whereas total number of cars per Appendix XIV is as 273 Cars. Sum of supplies per Key date 04, 5.1,5.2,5.3,5.4,5.5.	Selected Bidder has to ensure the availability of 264 Cars in form of requisite number and composition of 3 and 6 Cars. Lessor has to make its own due diligence to identify

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			Request to confirm if the total supply is 273 cars OR 264 cars. Also, pl clarify what is the # of reserve trains for Maintenance K-Ride would like to specify for ensuring that all bidders are on the same assumptions w.r.t. total number of cars. Please refer Annexure-1, for complete proposal of KD's	the number of reserve and maintenance trains to ensure the availability of 264 Cars.
40.	SOD	“...The Kinematic Envelope corresponding to 90kmph vehicle speed and maximum wind speed at that geographical area shall be used for determining the Structure Gauge for elevated and at grade section (outside the station area)	Usually, the operation of the trains stops at the wind speed of 100 kmph. Hence this speed to be considered for the KE if the maximum wind speed at that geographical area is greater than 100kmph. Hence the statement in the clause to modified as below; The Kinematic Envelope corresponding to 90kmph vehicle speed and maximum wind speed at that geographical area as specified in the KE drawings (50 kmph) shall be used for determining the Structure Gauge for elevated and at grade section (outside the station area)	While calculating the Kinematic Envelope the appropriate wind speed has been taken care as per the RDSO instruction.
41.	SOD	Track tolerances provided are 32 MM for Ballasted track and 22 mm for Unballasted track are seems to be on a higher side.	Track tolerances considered for the K-ride are on the higher side when compared with other metro/rail project in India. We propose that the track tolerances shall be made in line with other metro project lime DMRC, BMRCL, etc., and the values to be updated as below; Track tolerances 8 mm (Gauge tolerance+ track alignment error) for both Ballasted and unballasted Track	Track tolerances are considered at higher side for the calculation of kinematic envelope to have structure gauge at higher side.

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42.	SOD	Some of the critical dimensions (co-ordinates of the KE) are missing in the KE drawing.	Dimension marked with * are missing, the same need to be updated in the KE drawing. Request you to amend the same.	Refer preamble of the SOD.
43.	General		Suggestion: Kindly define the system integrator at the overall project level.	GC is the system integrator under authorisation of KRIDE.
44.	General		Suggestion: 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. Since the entire project is on lease basis with the SPV, we understand that there shall be no internal warranty/DLP period expected by K Ride from the SPV (or the RS Supplier as the case maybe). Kindly confirm on our understanding.	Please refer Corrigendum -2.
45.	General		Suggestion: Supply of Prototype of one train of 3 cars and one train of 6 Cars with associated S&T equipment at the depot site. We understand that the S&T equipment will be provided by K ride by liaising with the Signalling contractor. Please confirm on our understanding.	S&T Equipment will be provided by the K-RIDE.

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46.	General		<p>Suggestion: Lack of information on credit basis for payment, key terms, etc. Please provide the concession structure, key terms including what would be the underlying credit that the firm is taking and what payment terms and payment security mechanism will be there.</p>	<p>Payment Security mechanism in form of revolving and irrevocable credit will be ensured. Details will be shared at RFP Stage.</p>
47.	General		<p>Suggestion: Kindly mention the change in ownership clause with specific terms and conditions just like any other govt tender.</p>	<p>Tender condition prevails</p>
48.	General		<p>We request you to please confirm that Monthly Payment will be done for Total Charges (Lease + Maint. Charges) based on the number of trains made available daily.</p>	<p>Subject to the terms and conditions of the Agreement. Details will be shared at RFP Stage.</p>
49.	General		<p>We request you to please confirm that the Monthly Payment shall be guaranteed with Sovereign guarantee.</p> <p>We request you to kindly confirm that the Escrow account facility will be made available for smooth payment process and this account will not be limited to revenue. Further, kindly confirm minimum six months rolling-window fund availability in the account.</p>	<p>Payment Security mechanism in form of revolving and irrevocable credit will be ensured. Details will be shared at RFP Stage.</p>

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50.	General		We would like to bring to your kind attention that generally commercial loans are not available beyond 6 to 8 years and hence to moderate the loan repayments we request you to please consider interest free advance payment.	Tender condition shall prevail
51.	General		We request you to please confirm that the Lessor will be compensated against following: 1) Vandalism / arson / riots (and associated down time) 2) Failures/down times caused other than by lessor itself.	Details in this regard will be shared at RFP Stage.
52.	General		We request you to please confirm that the Maintenance Payments are linked to suitable indices to compensate for inflation.	It will be suitably linked with indices. Details will be shared at RFP Stage.
53.	General		We request you to please define the targeted/estimated NPV to set the expectations and avoid discharge of tender due to gap in offered price vs targeted NPV.	Tender condition prevails. Further, details will be shared at RFP Stage.
54.	General		We request you to define Exit Clauses at various stages of the Project (Supply and Maintenance Period)	Please refer clause 2.2.2 of RFQ. Further, details will be shared at RFP Stage.
55.	General		Please provide clarification on the structure of the deal? For the avoidance of doubt please provide an example of how the PPP scheme shall be implemented in your view?	Project structure is defined in Clause 1.1 and 1.2.8 of RFQ. Further details will be provided at RFP stage
56.	General		Please arrange to provide a copy of draft RFP along with draft agreement to the qualified applicant for perusal and understanding of the PPP mode of	Will be shared with the qualified Applicants after RFQ Stage

S N	Clause No.	Original Clause	Suggested Clause & Suggestions	KRIDE Decision
			Operation in respect of payments and other provisions of the agreement. Before final RFP is issued.	
57.	General		Please clarify whether all land acquisition for alignment in depots has been completed as non-acquisition is generally a cause of delays in project and suitable safeguards should be included in the contract to protect the interest of Contractor.	It is under process
58.	General		Please clarify whether there will be provision of PPIO in the Depot by K-Ride to facilitate the coordination for maintenance.	Details will be provided in the RFP stage.
59.	General		Is there any support given by KRIDE toward M&P for depot.	The amount as provisioned in DPR towards M&P of the depot will be provided to the successful bidder on the reimbursement basis.