

Corrigendum No. 1 (Dated 28.06.2023)

Request for Qualification (RFQ)

for

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

RFQ NO.: KRIDE/2023-24/PREQUAL-TENDER_NUMBER_1

The following are the modifications and amendments to the Request for Qualification (RFQ) for Selection of Entity for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock on PPP Model for BSRP.

| SN | Clause/Item | Amendment |
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| 1. | Tender Invitation | <p><u>Replace:</u></p> <p><i>Note: In case power of attorney is already submitted during the first call of tender dated 25/01/2023, same POA will be considered and need not to be submitted again. However, joint bidding agreement shall be submitted if applicable.</i></p> <p><u>With:</u></p> <p><i>Note: In case power of attorney is already submitted during the first call of tender dated 25/01/2023, same POA will be considered and need not to be submitted again. However, joint bidding agreement shall be submitted if applicable. Any Applicant seeking to rely on the documents submitted during the first call shall provide an undertaking in the format provided at Appendix XV along with their Application.</i></p> |
| 2. | Disclaimer | <p><u>Modified Disclaimer:</u></p> <p>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.</p> |

| SN | Clause/Item | Amendment |
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| | | <p>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.</p> <p>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.</p> <p>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.</p> <p>The Authority and its employees and advisors also accept 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.</p> <p>It will be deemed that by submitting an Application, each Applicant agrees and releases the Authority and its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights</p> |

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| | | <p>and/or performance of any obligations under the RFQ, the Bidding Documents 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 the future.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 3. | 2.2.1 (c) (vii) | <p><u>New Clause:</u></p> <p><u>(vii)</u> such Applicant, or any Associate thereof is a sub-contractor whose experience has been relied on for demonstrating the Technical Capacity of any other Applicant.</p> |
| 4. | 2.2.2 (A) | <p><u>Replace:</u></p> <p>The Applicant/ Members of a Consortium shall, for a period of 4 (four) years from the completion of the Supply Period 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><u>With:</u></p> |

| SN | Clause/Item | Amendment |
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| | | <p>The Applicant/ Members of a Consortium shall, for a period of 2 (two) years from the completion of the Supply Period collectively hold 100% (Hundred per cent) of the subscribed and paid-up equity share capital of the Lessor/SPV at all times.</p> |
| 5. | 2.2.2 (B) | <p><u>Replace:</u> Technical Capacity: For demonstrating its technical capacity (the “Technical Capacity”), the Applicant shall provide an undertaking as per format specified at Appendix-VI (furnish proofs to support Appendix VI such as Supply/commissioning certificates) 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><u>With:</u> Technical Capacity: For demonstrating its technical capacity (the “Technical Capacity”), the Applicant shall provide an undertaking as per format specified at Appendix-VI A 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> |
| 6. | 2.2.2 (B) | <p>New Clause shall be inserted after sub-clause (vii) of Clause 2.2.2 (B):</p> <p>The Applicant shall also provide, as per the format specified at Appendix-VIB, details relating to the project specific experience of the Applicant, its Member, Associate, and/or sub-contractor that is being relied on for meeting the requirements specified in sub-clause (i) to (v) of Clause 2.2.2 (B). Appendix-VIB shall be accompanied by documents evidencing the Applicant’s Technical Capacity in respect of sub-clause (i) to (v) of Clause 2.2.2 (B), including but not limited to works completion or commissioning certificate(s), receipt note(s) and other similar documents issued by the relevant authority/client evidencing compliance with the Technical Capacity requirements.</p> <p>If an Applicant relies on the experience of any sub-contractor(s) to meet the requirements specified sub-clause (i) to (v) of Clause 2.2.2 (B), it shall furnish a non-binding undertaking provided by such sub-contractor(s) in the format specified at Appendix-VI C, along with its Application.</p> |

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| | | <p>Provided that the Applicant/Bidder/Lessor shall continue to meet the Technical Capacity requirements specified in sub-clause (i) to (v) of Clause 2.2.2 (B) of RFQ.</p> <p>The Applicant/Bidder/Lessor may be permitted by the Authority to replace any sub-contractor whose experience was evaluated for pre-qualification and shortlisting under the RFQ, with any other sub-contractor or with a new Member of its Consortium that meets the Technical Capacity requirements specified in sub-clause (i) to (v) of Clause 2.2.2 (B), provided that:</p> <ul style="list-style-type: none"> (a) the Applicant/Bidder shall provide a notice in writing to the Authority at least 30 days prior to the to Bid Due Date, or if such Applicant is declared as the Selected Bidder, 30 days prior to the expected date for executing the Agreement, regarding such replacement; (b) the provisions of Clause 2.3 of this RFQ shall apply to any change in the composition of a Consortium; (c) the Applicant/ Bidder shall provide details of the Technical Capacity of the proposed substitute to the Authority in the format specified at Appendix VI B of the RFQ, along with supporting documents; (d) the Authority retains the right to verify whether the replacement of such sub-contractor will ensure that the Applicant/Bidder continues to meet the Technical Capacity requirements specified in sub-clause (i) to (v) of Clause 2.2.2 (B); and (e) if at any time after qualification under and in accordance with the terms of this RFQ, the Applicant/Bidder fails to meet the Technical Capacity requirements set out herein, the Authority may disqualify such Applicant or reject such Bid, or cancel the Letter of Award, as the case may be, Forfeiting the Bid Security, in accordance with the provisions of the RFQ and the RFP. <p>Provided further that any Applicant who has been pre-qualified and short-listed pursuant to the RFQ shall not be permitted to be the sub-contractor of any other Bidder at the Bid Stage. It is clarified that an Applicant may rely on more than 1 (one) sub-contractor to demonstrate its Technical Capacity. Further, the experience of any sub-contractor may be relied on by more than 1 (one) Applicant to demonstrate their respective Technical Capacity.</p> |

| SN | Clause/Item | Amendment | | | | | | | | | | | | | | | |
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| 7. | 2.2.6 (f) (iv) and (v) | <p><u>Replace:</u></p> <p>(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, 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;</p> <p>(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 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; and</p> <p><u>With:</u></p> <p>(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 2 (two) years from the completion of the Supply Period, 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;</p> <p>(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 equity share capital of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the completion of the Supply Period; and</p> | | | | | | | | | | | | | | | |
| 8. | 2.2.15 | <p><u>Replace:</u></p> <p>The Applicant shall also adhere to the following requirements:</p> <table border="1" data-bbox="544 1246 2085 1393"> <thead> <tr> <th data-bbox="544 1246 837 1321">Requirement</th> <th data-bbox="837 1246 1032 1321">Single Entity</th> <th colspan="2" data-bbox="1032 1246 1812 1321">Consortium</th> <th data-bbox="1812 1246 2085 1321">Submission requirements</th> </tr> <tr> <td></td> <td></td> <th data-bbox="1032 1321 1402 1393">All Members combined</th> <th data-bbox="1402 1321 1617 1393">Lead Member</th> <th data-bbox="1617 1321 1812 1393">other Members</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | Requirement | Single Entity | Consortium | | Submission requirements | | | All Members combined | Lead Member | other Members | | | | | |
| Requirement | Single Entity | Consortium | | Submission requirements | | | | | | | | | | | | | |
| | | All Members combined | Lead Member | other Members | | | | | | | | | | | | | |
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| SN | Clause/Item | Amendment | | | | | | | | | | | | | | | | | | | | | | | |
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| | | 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 | | | | | | | | | | | | | | | | | | |
| | | <p><u>With:</u> The Applicant shall also adhere to the following requirements:</p> | | | | | | | | | | | | | | | | | | | | | | | |
| | | <table border="1"> <thead> <tr> <th data-bbox="539 994 826 1075">Requirement</th> <th data-bbox="837 994 1016 1075">Single Entity</th> <th colspan="3" data-bbox="1016 994 1812 1075">Consortium</th> <th data-bbox="1812 994 2096 1075">Submission requirements</th> </tr> <tr> <td></td> <td></td> <th data-bbox="1016 1075 1391 1157">All Members combined</th> <th data-bbox="1391 1075 1603 1157">Lead Member</th> <th data-bbox="1603 1075 1812 1157">other Members</th> <td></td> </tr> </thead> <tbody> <tr> <td data-bbox="539 1157 826 1318">Clause 2.2.2 (A) – Financial Capacity</td> <td data-bbox="837 1157 1016 1318">must meet requirement</td> <td data-bbox="1016 1157 1391 1318">must meet requirement together by those Members who have shall have an equity share of at</td> <td data-bbox="1391 1157 1603 1318"></td> <td data-bbox="1603 1157 1812 1318"></td> <td data-bbox="1812 1157 2096 1318">Annex -II of Appendix-I</td> </tr> </tbody> </table> | 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 | | | Annex -II of Appendix-I | | | | | |
| 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 | | | Annex -II of Appendix-I | | | | | | | | | | | | | | | | | | | | |

| SN | Clause/Item | Amendment | | | | |
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| | | | | least 26% (twenty-six per cent) in SPV | | |
| | | Clause 2.2.2 (B) – Technical 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 | | Appendix-VIA, Appendix VIB, and if required, Appendix VIC |
| | | 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 |
| 9. | 2.3.2 (a) | <p><u>Replace:</u> (a) the application for such change is made no later than <u>15 (fifteen)</u> days prior to the Bid Due Date;</p> <p><u>With:</u> (a) the application for such change is made no later than <u>30 (thirty)</u> days prior to the Bid Due Date;</p> | | | | |
| | 2.3.2 (c) | <p><u>Replace:</u> (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</p> | | | | |

| SN | Clause/Item | Amendment |
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| | | <p><u>With:</u></p> <p>(c) the substitute is at least equal, in terms of Financial Capacity <u>and Technical Capacity</u>, 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</p> |
| | <p>2.3.2 (Footnote)</p> | <p><u>Replace:</u></p> <p>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 Member at the Bid Stage, the single entity Applicant shall be the Lead Member of the Consortium. Provided, however, if the entity that is proposed to be added as a Member of such Consortium is also a Member of another Consortium which has been pre-qualified at the RFQ Stage, such entity shall only be permitted to form a Consortium with the single entity Applicant after withdrawing from the Consortium that has been qualified. Such withdrawal shall be evidenced by way of a consent and release letter to be submitted by such Member to the Authority, signed by the Lead Member and other Members 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.</p> <p><u>With:</u></p> <p>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 Member at the Bid Stage, the single entity Applicant shall be the Lead Member of the Consortium. Provided, however, if the entity that is proposed to be added as a Member of such Consortium is also a Member of another Consortium which has been pre-qualified at the RFQ Stage, such entity shall only be permitted to form a Consortium with the single entity Applicant after withdrawing from the Consortium that has been qualified. Such withdrawal shall be evidenced by way of a consent and release letter to be submitted by such Member to the Authority, signed by the Lead Member and other Members 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 to form a consortium at the RFP stage.</p> |

| SN | Clause/Item | Amendment |
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| 10. | 2.4.1 | <p><u>Replace:</u> 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.</p> <p><u>With:</u> 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. Any sub-contractor whose experience is relied upon by any Applicant for demonstrating its Technical Capacity shall not be entitled to submit an Application or a Bid, either individually or as a member of any Consortium, as the case may be.</p> |
| 11. | 2.7.2 (c) | <p><u>New Clause</u> if any change in the composition of a Consortium, pursuant to Clause 2.3 of the RFQ or any provision of the RFP, results in a conflict of interest or is, in the Authority's sole and reasonable opinion, likely to be prejudicial to the Bidding Process.</p> |
| 12. | 2.8.1 Appendices VI. | <p><u>Replace:</u> Undertaking for Technical Capacity Experience</p> <p><u>With:</u> VI A Undertaking of Technical Capacity Experience VI B Format for project specific details of rolling stock manufacture and supply experience VI C Non-binding undertaking provided by the sub-contractor(s)</p> |
| 13. | 2.13.3 (ix) | <p><u>Replace:</u> Certificate for Technical Capacity requirements specified in Clause 2.2.2 (B) as per <u>Appendix-VI; and</u></p> <p><u>With:</u></p> |

| SN | Clause/Item | Amendment |
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| | | <p>Certificate for Technical Capacity requirements specified in Clause 2.2.2 (B) as per <u>Appendix-VIA</u>;</p> |
| | <p>2.13.3 (xiii), (xiv), and (xv)</p> | <p><u>New Clause:</u></p> <p>(xiii) Details of the project specific experience of the Applicant, its Member(s), Associate(s) and/or sub-contractor for meeting the Technical Capacity requirements specified in sub-clause (i) to (v) of Clause 2.2.2 (B) as per Appendix-VIB;</p> <p>(xiv) Copies of commissioning certificate(s), receipt note(s) and other similar documents issued by the relevant authority/client evidencing the experience of the Applicant, its Member(s), Associate(s) and/or sub-contractor specified under Appendix-VIB; and</p> <p>(xv) If applicable, non-binding undertaking provided by the sub-contractor(s) whose experience is being relied on for meeting the Technical Capacity requirements specified in sub-clause (i) to (v) of Clause 2.2.2 (B).</p> |
| <p>14.</p> | <p>2.19.1 (k)</p> | <p><u>Replace:</u> it is accompanied by the undertaking of Technical Capacity <u>E</u>xperience as specified in Clause 2.2.2 (B);</p> <p><u>With:</u> it is accompanied by the undertaking(s) <u>and details</u> of Technical Capacity <u>e</u>xperience as specified in Clause 2.2.2 (B)</p> |
| <p>15.</p> | <p>3.1.2</p> | <p><u>Replace:</u> The Applicant’s competence and capability is proposed to be established by its Financial Capacity.</p> <p><u>With:</u> The Applicant’s competence and capability is proposed to be established by its Financial Capacity and Technical Capacity.</p> |
| <p>16.</p> | <p>3.3</p> | <p><u>Replace:</u> 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.</p> <p><u>With:</u></p> |

| SN | Clause/Item | Amendment |
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| | | <p>3.3 Evaluation of Technical Capacity</p> <p>3.3.1 The Applicant’s Technical Capacity shall be evaluated on the basis of:</p> <ul style="list-style-type: none"> (a) The undertaking provided by the Applicant as per Appendix VIA; (b) The particulars of experience relating to sub-clause (i) to (v) of Clause 2.2.2 (B) provided by the Applicant as per Appendix VIB, accompanied by the documents specified in Clause 3.3.2 evidencing such experience; (c) The non-binding undertaking provided by the Applicant’s sub-contractor as per Appendix VIC, if applicable; and (d) The undertaking provided by the Applicant as per Appendix VIIA and Appendix VIIB. <p>3.3.2 The Application shall be accompanied by documents evidencing the experience of the Applicant, its Member, Associate or sub-contractor, as the case may be, in respect of sub-clause (i) to (v) of Clause 2.2.2 (B), including but not limited to:</p> <ul style="list-style-type: none"> A. work completion or commissioning certificate(s); B. receipt note(s); and C. other similar documents issued by the relevant authority/ client evidencing compliance with the Technical Capacity requirements. <p>3.3.4 Short-listing of Applicants</p> <p>3.3.4.1 Applicants shall then be shortlisted on the basis of meeting the Financial Capacity and the Technical Capacity. A list of the shortlisted bidders shall be notified on the eProcurement Portal – Karnataka.</p> |
| 17. | Appendix-I Clause 23 | <p><u>Replace:</u> 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 <u>Appendix-VI</u> for Technical Capacity requirements and Appendix-VII A and VII B for O&M requirements.</p> <p><u>With:</u> 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 <u>Appendix-VIA, Appendix-VIB [and Appendix-VIC]</u> for Technical Capacity requirements and Appendix-VII A and VII B for O&M requirements.</p> |

| SN | Clause/Item | Amendment |
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| 18. | Appendix IV Clause 6.2 | <p><u>Replace:</u> 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 <u>4 (four) year</u> from the completion of Supply Period 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.</p> <p><u>With:</u> 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 <u>2 (two) years</u> from the completion of Supply Period 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.</p> |
| | Appendix IV Clause 6.3 | <p><u>Replace:</u> The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times for a Period of <u>4 (four) year</u> from the completion of Supply Period, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.</p> <p><u>With:</u> The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times for a Period of <u>2 (two) years</u> from the completion of Supply Period, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.</p> |
| | Appendix IV 6.4 | <p><u>Replace:</u> The Parties undertake that they shall collectively hold at least 100% (hundred per cent) of the subscribed and paid up equity share capital of the SPV at all times for a Period of <u>4 (four) year</u> from the completion of Supply Period.</p> <p><u>With:</u> The Parties undertake that they shall collectively hold at least 100% (hundred per cent) of the subscribed and paid up equity share capital of the SPV at all times for a Period of <u>2 (two) years</u> from the completion of Supply Period.</p> |

| SN | Clause/Item | Amendment |
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| 19. | Appendix VI | <p><u>Replace:</u></p> <p style="text-align: center;"><u>APPENDIX-VI</u> Undertaking for Technical Capacity experience <i>(Refer Clause 2.2.2 (B))</i> <i>(To be given on the letterhead of the Applicant/ Lead Member of Consortium)</i></p> <p>Ref. Date:</p> <p>To,</p> <p>.....</p> <p>Dear Sir,</p> <p>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.</p> <p>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.</p> <p>OR</p> <p>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.</p> <p>§</p> <hr style="width: 20%; margin-left: 0;"/> <p>§ strike out the paragraph that is not applicable</p> |

| SN | Clause/Item | Amendment |
|----|-------------|--|
| | | <p>Thanking you.</p> <p style="text-align: right;">Yours faithfully. Authorised Signatory (Signature, name and designation of the authorised signatory) For and on behalf of</p> <p><u>With:</u></p> <p style="text-align: center;"><u>APPENDIX-VI A</u> Undertaking for Technical Capacity experience <i>(Refer Clause 2.2.2 (B))</i> <i>(To be given on the letterhead of the Applicant/ Lead Member of Consortium)</i></p> <p>Ref. Date:</p> <p>To, </p> <p>Dear Sir,</p> <p>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.</p> <p>We certify that we have the requisite Technical Capacity experience in accordance with sub-clause (i) to (v) of Clause 2.2.2 (B) of RFQ for discharging the obligations in accordance with the provisions of the Agreement, failing</p> |

| SN | Clause/Item | Amendment |
|----|-------------|---|
| | | <p>which the Agreement shall be liable to termination, and the Bid Security or Performance Security, as the case may be, liable to be forfeited.</p> <p>We further certify that we have the requisite Technical Capacity experience in accordance with <u>sub-clause (vi) and (vii) of</u> 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. \$</p> <p style="text-align: center;">OR</p> <p>We further certify that we shall either enter into an agreement with an entity who should have requisite Technical Capacity experience in accordance with <u>sub-clause (vi) and (vii) of</u> 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. \$.</p> <hr/> <p>\$ strike out the paragraph that is not applicable</p> <p>Thanking you.</p> <p style="text-align: right;">Yours faithfully. Authorised Signatory (Signature, name and designation of the authorised signatory) For and on behalf of</p> |
| | | <p><u>New Clause:</u></p> <p style="text-align: center;"><u>APPENDIX-VI B</u> <u>Format for project specific details of rolling stock manufacture and supply experience</u> <u>(Refer sub-clause (i) to (v) of Clause 2.2.2 (B))</u></p> |

| SN | Clause/Item | Amendment | |
|----|-------------|---|---|
| | | Project Code: _____ Member Code: _____ | |
| | | Item | Particulars of the Project |
| | | Title & nature of the project (Metro, LRT, Suburban EMUs, Trains, Electric Locomotives) | |
| | | No. of Eligible Cars manufactured during last 10 years preceding the Application Due Date <i>(Refer clause 2.2.2 (B) (i))</i> | |
| | | No. of Eligible Cars manufactured with specified material: <i>(Refer clause 2.2.2 (B) (ii))</i> <i>(Strikeout whichever is not applicable)</i> | Design, manufactured or supplied with stainless steel/aluminium manufactured Eligible Cars comprising stainless steel/aluminium /corten steel/steel EMU/ MEMU/ metro assembled aluminium/ stainless steel Eligible Cars in India. |
| | | Entity for which the project was developed <i>(Refer Clause 2.2.2 B(iii))</i> | |
| | | No. of Eligible Cars supplied <i>(Refer Clause 2.2.2 (B) (iv))</i> | country other than its country of origin India |

| SN | Clause/Item | Amendment | |
|----|-------------|--|--|
| | | as of the Application Due Date, No of Eligible Cars in satisfactory revenue operations for a minimum of at least 3 (three) years (<i>Refer Clause 2.2.2 (B) (v)</i>) | |
| | | Date of Award of Project | |
| | | Date of commencement of project/ contract | |
| | | Date of completion/ commissioning | |
| | | Whether credit is being taken for the Eligible Experience of (Associate/Member/Sub-Contractor) | |
| | | <p><u>Instructions:</u></p> <ol style="list-style-type: none"> 1. Applicants are expected to provide information in respect of each project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2 (B) of the RFQ, as the case may be. A separate sheet should be filled for each eligible project. 2. 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 project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code. In case the project relates to the Sub-Contractor of the Applicant, write “Sub-Contractor” along with Member Code. 3. Experience for any activity relating to a project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever. 4. In the event that credit is being taken for the eligible experience of an Associate, as defined in Clause 2.2.9, the Applicant should also provide a certificate in the format below: | |

| SN | Clause/Item | Amendment |
|----|-------------|--|
| | | <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 (name of the Applicant/ Consortium Member/ Associate) is held, directly or indirectly[‡], by (name of Associate/ Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 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><u>Name of the audit firm:</u> _____ <u>Date:</u> _____</p> <p><u>Seal of the audit firm:</u> _____</p> <p><u>(Signature, name and designation of _____ the authorised signatory).</u></p> <p>[§] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.</p> <p>[‡] 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.</p> |

New Clause:

APPENDIX-VI C

Format for non-binding undertaking to be provided by sub-contractor

(Refer Clause 2.2.2 (B))

(To be given on the letterhead of the sub-contractor)

Ref.

Date:

To,

.....

Dear Sir,

We hereby consent to {name of the Applicant} (the “Applicant”) relying on our credentials as a sub-contractor for demonstrating Technical Capacity under the Request for Qualification no. KRIDE/2023-24/PREQUAL-TENDER_NUMBER_1 dated 08.06.2023, as amended through any corrigenda / addenda issued, for the Selection of Entity for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock on PPP Model for BSRP (the “RFQ”).

In the event that the Applicant is declared as the Selected Bidder by the Authority, we undertake to act as a sub-contractor to the Applicant or a company incorporated by the Applicant, for performing its obligations in accordance with the provisions of the Agreement, subject to reaching a mutual agreement on the commercial terms of such engagement.

We certify that the information and supporting documents relating to our experience provided by the Applicant in its Application is true and accurate. We confirm that we have not and will not submit any Application or Bid, as a Member of a Consortium or otherwise, pursuant to the RFQ or the RFP.

| SN | Clause/Item | Amendment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|------------------------|---|------------------------|--|-----------|---------|----|------------|----------|--|-------------|-----------|---------|----|--------------|-------------------|--|--|--|--|----|------------|------------|--|-----------------------------------|--|--|------------|----|---------|------------------------------|--|--|------------|--|------------------------|--|--|--|
| | | <p>Thanking you.</p> <p style="text-align: right;">Yours faithfully.</p> <p style="text-align: right;">Authorised Signatory (Signature, name and designation of the authorised signatory) For and on behalf of</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20. | Appendix-X Clause M | <p>Replace: 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.</p> <p>With: AC Traction Motor: Three phase asynchronous traction motors, suitable for 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.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21. | Appendix-XIII | <p>Replace:</p> <table border="1" data-bbox="539 1082 2110 1359"> <thead> <tr> <th data-bbox="539 1082 624 1129">SN</th> <th data-bbox="624 1082 804 1129">Ref Clause</th> <th colspan="2" data-bbox="804 1082 1167 1129">Document</th> <th data-bbox="1167 1082 1749 1129">Description</th> <th data-bbox="1749 1082 1939 1129">Tick Mark</th> <th data-bbox="1939 1082 2110 1129">Remarks</th> </tr> </thead> <tbody> <tr> <td data-bbox="539 1129 624 1177">1.</td> <td data-bbox="624 1129 804 1177">2.13.3 (xii)</td> <td colspan="2" data-bbox="804 1129 1167 1177">Application Index</td> <td data-bbox="1167 1129 1749 1177"></td> <td data-bbox="1749 1129 1939 1177"></td> <td data-bbox="1939 1129 2110 1177"></td> </tr> <tr> <td data-bbox="539 1177 624 1359" rowspan="3">2.</td> <td data-bbox="624 1177 804 1217">2.13.1 (i)</td> <td colspan="2" data-bbox="804 1177 1167 1217">Appendix-I</td> <td data-bbox="1167 1177 1749 1217">Letter comprising the Application</td> <td data-bbox="1749 1177 1939 1217"></td> <td data-bbox="1939 1177 2110 1217"></td> </tr> <tr> <td data-bbox="624 1217 804 1273">2.13.1 (i)</td> <td data-bbox="804 1217 882 1273">i.</td> <td data-bbox="882 1217 1167 1273">Annex-I</td> <td data-bbox="1167 1217 1749 1273">Particulars of the Applicant</td> <td data-bbox="1749 1217 1939 1273"></td> <td data-bbox="1939 1217 2110 1273"></td> </tr> <tr> <td data-bbox="624 1273 804 1359">2.13.3 (v)</td> <td data-bbox="804 1273 882 1359"></td> <td data-bbox="882 1273 1167 1359">Copy of Memorandum and</td> <td data-bbox="1167 1273 1749 1359">self-attested copies of the Memorandum and Articles of Association, if the Applicant</td> <td data-bbox="1749 1273 1939 1359"></td> <td data-bbox="1939 1273 2110 1359"></td> </tr> </tbody> </table> | | | | | 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 | self-attested copies of the Memorandum and Articles of Association, if the Applicant | | |
| 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 | self-attested copies of the Memorandum and Articles of Association, if the Applicant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Corrigendum-1 to RFQ for Selection of Entity for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock on PPP Model for BSRP

| SN | Clause/Item | Amendment | | | | | | |
|----|-------------|-----------|--------------------------|-----|---|--|--|--|
| | | | | | Articles of Association / copy of its partnership deed | 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 | | |
| | | | 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 | | | |

| SN | Clause/Item | Amendment | | | | | | |
|----|-------------|------------|--------------|--|--|---|--|--|
| | | | | | 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 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 | | |

| SN | Clause/Item | Amendment | | | | | | |
|----|-------------|---------------------|-------------------------|---------------------------|---|---|------------------|----------------|
| | | 7. | 2.2.2 (B) & 2.13.3 (ix) | <u>Appendix-VI</u> | | 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 | | |
| | | <u>With:</u> | | | | | | |
| | | 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 | | |

Corrigendum-1 to RFQ for Selection of Entity for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock on PPP Model for BSRP

| SN | Clause/Item | Amendment | | | | | | |
|----|-------------|-----------|--------------------|------|---|-----------------------------|--|--|
| | | | 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 | | |

| SN | Clause/Item | Amendment | | | | | | |
|----|-------------|-----------|---|--|--|---|--|--|
| | | 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 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) | <u>Appendix-VIA</u> | | Certificate for Technical Capacity requirements | | |
| | | 8. | <u>2.2.2 (B), 2.13.3 (xiii) & 2.13.3 (xiv)</u> | <u>Appendix-VI B</u> | | Details of the project specific experience of the Applicant, its Member(s), Associate(s) and/or sub-contractor for meeting the Technical Capacity | | |

| SN | Clause/Item | Amendment | | | | | |
|-----|-------------|--|-------------------------|---------------|---|--|--|
| | | | | | <p>requirements specified in sub-clause (i) to (v) of Clause 2.2.2 (B) along with supporting documents</p> | | |
| | | 9. | 2.2.2 (B) & 2.13.3 (xv) | Appendix-VI C | <p>Non-binding undertaking provided by sub-contractor(s), if applicable</p> | | |
| | | 10. | 2.2.3 & 2.13.3 (x) | Appendix-VIIA | Certificate for Operation requirements | | |
| | | 11. | 2.2.3 & 2.13.3 (x) | Appendix-VIIB | Certificate for Maintenance requirements | | |
| | | 12. | 2.2.13 & 2.13.3 (xi) | Appendix-XI | Certificate as per GFR Order | | |
| | | 13. | 2.13.3 (xii) | Appendix-XIII | Application Index & Checklist | | |
| 22. | Appendix-XV | <p><u>New Clause:</u></p> <p style="text-align: center;"><u>APPENDIX-XV</u></p> <p style="text-align: center;"><u>Undertaking for RFQ No. K-RIDE/BSRP/18/2023 dated 23.01.2023</u></p> <p style="text-align: center;"><u>(Refer Tender Invitation)</u></p> <p style="text-align: center;"><u>(Applicable only for Applicants who have submitted an application pursuant to RFQ No. K-RIDE/BSRP/18/2023 dated 23.01.2023)</u></p> <p style="text-align: center;"><u>(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)</u></p> <p><u>No:</u> _____ <u>Date:</u> _____</p> <p><u>To,</u> <u>.....</u></p> | | | | | |

| SN | Clause/Item | Amendment |
|----|-------------|--|
| | | <p>.....</p> <p>Subject: Validation of documents submitted as part of our applications pursuant to RFQ No. K-RIDE/BSRP/18/2023 dated 23.01.2023</p> <p>Dear Sir,</p> <p>We had submitted an application pursuant to RFQ No. K-RIDE/BSRP/18/2023 dated 23.01.2023 (Previous RFQ). We hereby confirm our complete satisfaction and agreement with the terms and conditions outlined in the RFQ document No. KRIDE/2023-24/PREQUAL-TENDER_NUMBER_1 dated 08.06.2023 (referred to as the "RFQ"), which pertains to the pre-qualification and short-listing of bidders for the Bengaluru Sub-Urban Rail Project (referred to as the "Project") through a public-private partnership for the procurement, operation, and maintenance of rolling stock.</p> <p>We are re-using some of the documents that were previously submitted as part of our previous application in our Application. We request you to consider these documents and we fully endorse all the revisions made in the RFQ, along with any Corrigendum(s) and Addendum(s) in comparison to the Previous RFQ. We assure the Authority that we have taken all necessary measures to ensure that our Application adheres to their requirements. However, we acknowledge that should our Application fail to meet the required standards, the Authority reserves the right to reject it.</p> <p>Thanking you.</p> <p style="text-align: right;">Yours faithfully. Authorised Signatory (Signature, name and designation of the authorised signatory) For and on behalf of</p> |