



Request for Proposal

(No. KRIDE/2023-24/SE0002)

for

**Selection of Lessor for Design, Manufacture, Supply,
Commissioning, Operation and Maintenance of
Rolling Stock for Bengaluru Sub-Urban Rail Project**

December 2023

Rail Infrastructure Development Company (Karnataka) Limited

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

**RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA)
LIMITED (K-RIDE)**

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

No. KRIDE/2023-24/SE0002

Date: 29.12.2023

**RFP Invitation
(E-procurement)**

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

1. The Joint General Manager/Mechanical, RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (K-RIDE) invites Bidders who are pre-qualified in accordance with the terms of the RFQ for participation in Bid Stage.

RFP No.	Details of Contract	Period of contract
KRIDE/2023-24/SE0002	Selection of Lessor for Design, Manufacturing, Supply, Commissioning, Operation, and Maintenance of Rolling Stock on PPP Model for Bengaluru Suburban Rail Project	As set out in the Contract

2. E-proc. Indent no. KRIDE/2023-24/SE0002 dated 29.12.2023.
3. Selection of Bidder as Lessor will be based on the terms of the RFP document.
4. Bidders may access the RFP from the eProcurement Portal-Karnataka, <https://kppp.karnataka.gov.in/> from 29.12.2023 onwards.
5. Pre-Bid conference will be held on 30.01.2024 at 1100 hrs queries about the Bid Documents, if any, shall be submitted in writing/email before 22.01.2024 respectively. The postal address and email ID shall be as follows:

**RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA)
LIMITED (K-RIDE)**

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

6. The last date for submission of Bid is 27.02.2024 at 1600 hrs.
7. Opening of Bid is on Date 28.02.2024 at 1600 hrs.
8. Price Bid for selection as Selected Bidder along with Bid security shall be submitted in the format as per the RFP document.

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

**Please note henceforth, any changes in the schedule shall only be communicated on <https://kppp.karnataka.gov.in/> portal and the K-RIDE website: <https://www.kride.in>*

Sd/-
Joint General Manager/Mechanical
K-RIDE, Bengaluru

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Request for Proposal (RFP)

K-RIDE
Letter of Invitation

Dated-29.12.2023

To,

Prequalified Bidders

Sub: RFP for Selection of Lessor for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock on PPP Model for BSRP

Dear Sir,

Pursuant to your application in response to our Request for Qualification for the above said project (the “**RFQ**”), you are short listed as a Bidder for the RFP stage.

You are requested to participate in the Bid Stage and submit your Price Bid (the “**Bid**”) for the aforesaid project in accordance with the RFP. Bidders may access the RFP from the e-Procurement Portal-Karnataka, <https://kppp.karnataka.gov.in/> from **29.12.2023** onwards.

Please note that the Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

Ramesha H K

Joint General Manager

KRIDE

Disclaimer

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(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 Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP 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 Bidder may require. This RFP 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 RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

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 Bidder upon the statements contained in this RFP.

It will be deemed that by submitting a Bid, each Bidder agrees and releases the Authority and its employees, agents and advisors, 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 and/or performance of any obligations under 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.

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 RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder 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 Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid 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 Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Glossary

Addenda or Addendum	Means addendum or addenda to the RFP
Applicant	As defined in RFQ
Associate	As defined in Clause 2.1.13
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	As defined in Clause 1.2.4
Bidders	As defined in Clause 1.2.4
Bidding Documents	As defined in Clause 1.1.9
Bid Due Date	As defined in Clause 1.1.9
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.6
Bid Stage	As defined in Clause 1.2.1
Competent Authority	As defined in Clause 1.2.3
Conflict of Interest	As defined in Clause 2.1.13
Consortium	As defined in the RFQ
Contract	As defined in Clause 1.1.3
Contract Period	As defined in the Contract
Damages	As defined in Clause 2.1.13
eProcurement Portal – Karnataka	As defined in Clause 2.1.1.1
Financial Capacity	As defined in the RFQ
GFR Order	As defined in Clause 1.2.3
Government	Government of India
K-RIDE	As defined in Clause 1.1.1
Lessor	As defined in Clause 1.1.6
LOA	As defined in Clause 3.3.7
Lowest Evaluated Bidder	As defined in Clause 1.2.8
Maintenance Depot	As defined in the Contract
Member	Member of a Consortium
Minimum Guaranteed Annual Availability	As defined in the Contract
PPP	means Public-Private Partnership
Pre-Bid Conference(s)	As defined in Clause 1.4
Price Bid	As defined in Appendix-VI
Project	As defined in Clause 1.1.2
PV of the Total Charges	As defined in Clause 1.2.8
Qualification	As defined in Clause 1.2.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposal	As defined in the Disclaimer
RFQ	As defined in Clause 2.1.2
Selected Bidder	As defined in Clause 3.3.1
Subject Person	As defined in Clause 2.1.13
Supply Period	As defined in the Contract

Technical Capacity	As defined in the RFQ
Tie Bidders	As defined in Clause 3.3.4
Total Charges	As defined in Clause 1.2.8
Total Project Cost	As defined in the Contract
Train Hour	As defined in the Contract
Trains	As defined in Clause 1.1.2
Train Operators	As defined in Clause 1.1.2
Unit Lease Charges	As defined in Clause 1.2.8
Unit Maintenance Charges	As defined in Clause 1.2.8

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto as stated above. The words and expressions beginning with capital letters and not defined herein, but defined in the RFQ, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

Invitation for Proposals

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

1 INTRODUCTION[§]

1.1 Background

- 1.1.1 The Rail Infrastructure Development Company (Karnataka) Limited (**K-RIDE**), a joint venture of the Government of Karnataka & Ministry of Railways, Government of India (the “**Authority**” or “**K-RIDE**”) aims to augment the rail infrastructure in Bengaluru with the overall objective of improving public transportation in the city. With this objective, K-RIDE proposes to develop the Bengaluru Suburban Railway Project (“**BSRP**”) over a length of 148 (One hundred forty-eight) kilometres.
- 1.1.2 With a view to deploy safe, reliable and technologically advanced rolling stock on the BSRP, the Authority wishes to procure: (a) on a lease basis, a total of 264 (two hundred and sixty four) cars comprising of 80 trains of 3 Cars each and 4 trains of 6 Cars each (excluding reserve trains) which may be placed in revenue operations in accordance with the terms of the Contract (“**Trains**”); (b) operations and maintenance services (including deployment of trained Train operation personnel (“**Train Operators**”) for the Trains; and (c) other ancillary services for the Trains such as installation of machinery at depot sites, maintenance of depots etc (collectively, “**Project**”).
- 1.1.3 To implement the Project, the Authority proposes to enter into a terms of contract for the lease, maintenance and operation (through onboard Train operators) of the Trains (the “**Contract**”) with the Selected Bidder or with a company to be incorporated by the Selected Bidder, as the case may be.
- 1.1.4 The Authority had invited applications from interested entities under the request for qualification dated 08.06.2023 issued by the Authority (“**RFQ**”) and basis the qualification process conducted under the RFQ, the Authority has shortlisted the Bidders. The Authority is now inviting the Bidders to submit their Bids under this RFP for the award of the Project.
- 1.1.5 The statements and information set out in this RFP and documents provided by the Authority to the Bidders are intended to provide the Bidders with a general understanding of the subject matter of this RFP and the Project. Such statements and information should not be construed or interpreted as limiting in any way or manner:
- (a) the scope of the rights and obligations of the Lessor set out in the Contract and other agreements in relation to the Project; and

[§]Instructions for Applicants

Note 1: The provisions in curly brackets shall be suitably modified by the Bidders after the RFP is issued. (See Appendix-VIII)

Note 2: Blank spaces contain formats that are to be used by the Bidders after the RFP is issued. (See Appendix-VIII)

- (b) the Authority's right to alter, amend, change, supplement or clarify the rights and obligations of the Lessor or the terms and conditions that will be set out in the definitive agreements for the Project in accordance with the terms of the RFQ and RFP.

Accordingly, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on this account shall be entertained by Authority.

- 1.1.6 The Selected Bidder, who is either an existing company incorporated under the Companies Act, 1956/2013, or undertakes to incorporate as such prior to execution of the Contract, (the "**Lessor**"), shall be responsible for providing appropriately qualified Train Operators and operating and maintaining the Trains in accordance with the terms of the Contract. The Selected Bidder shall also be responsible for the installation, operation and maintenance of machinery & plant in the depots specified under Appendix VII of this RFP in accordance with the Contract to be entered into between the Lessor and Authority in the form provided by Authority as part of the Bidding Documents as pursuant hereto. The Lessor shall establish its office in Bengaluru.
- 1.1.7 The assessment of investment and actual costs in design, procurement, manufacture, operation and maintenance of Trains, procurement & installation of machinery and plant and operation and maintenance of Maintenance Depots and other obligations in accordance with the terms of the Contract will have to be made independently by the Bidders.
- 1.1.8 The Contract sets forth the detailed terms and conditions for (i) design, procurement, manufacture, testing, commissioning, financing, leasing the Trains; (ii) providing Train Operators; (iii) operations and maintenance of Trains, (iv) installation of machinery & plant at the Maintenance Depots, and; (iv) operation & maintenance of Maintenance Depots by the Lessor.
- 1.1.9 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**"). It is clarified that the Bidding Documents include the draft Contract for the Project which is enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document ("**Addenda**"), shall be deemed to form part of the Bidding Documents.

Note 3: Footnotes marked "\$" in the relevant Clauses of the RFP are for guidance of the Bidders. In case of Appendices, the footnotes marked "\$" or in other non-numerical characters shall be omitted by the Bidders while submitting their respective Bid. (See Appendix-VIII)

1.2 Brief Description of Bidding Process

- 1.2.1 Authority has adopted a two-stage bidding process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involved the qualification (the “**Qualification**”) of interested parties/Consortium in accordance with the provisions of the RFQ. During the Qualification Stage, each Applicant has submitted an Application to be pre-qualified for submitting a Bid for the Project. Based on an evaluation of the Applications received, the Authority announced the list of suitable pre-qualified Applicants who are eligible for participation in this second stage of the Bidding Process (the “**Bid Stage**”).
- 1.2.2 The Government of India has issued guidelines (see Appendix-V of RFP) for Qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.
- 1.2.3 The Ministry of Finance, Government of India has issued an OM order F. No. 6/18/209-PPD dated 23 July 2020 (as attached at Appendix VIII of RFQ) for Qualification of a Bidder from a country which shares a land border with India (“**GFR Order**”). As per the GFR Order, any Bidder/ Applicant from a country which shares a land border with India (as defined in the GFR Order)¹ will be eligible to Bid in this tender only if the bidder/ Applicant is registered with the competent authority as specified in the GFR Order (“**Competent Authority**”). The GFR Order shall apply *mutatis mutandis* to this Bidding Process. Bidders must satisfy themselves that they are qualified to Bid, and should give an undertaking to this effect in the form at Appendix-I as a part of their Bid. The Authority shall be entitled to disqualify a Bidder/ Applicant/ cancel a Bid in accordance with the provisions of GFR Order at any stage of the Bidding Process.
- 1.2.4 In the Bid Stage, the short-listed Applicants, including their successors, (the “**Bidders**”, which expression shall, unless repugnant to the context, include the Members of the Consortium) are permitted to submit their financial offers (the “**Bids**”) in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 240 (two hundred and forty) days from the Bid Due Date. For the avoidance of any doubt, pre-qualified Bidders cannot submit Bids for the Project collectively, and each pre-qualified Bidder, may only submit an individual Bid.
- 1.2.5 The evaluation of the Bids will be carried out and the Financial Proposals of the eligible Bidders will be evaluated and compared for identifying the Selected Bidder.

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

- 1.2.6 A Bidder is required to submit, along with its Bid, a bid security of Rs. 20,00,00,000 (Rupees twenty crore only) (the “**Bid Security**”) in accordance with Clause 2.20 of the RFP.
- 1.2.7 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Contract including implementation of the Project.
- 1.2.8 Bids are invited for the Project on the basis of the present value (**PV**) of the Total Charges (as defined below). Bidders are required to quote lease charges per Train Hour (“**Unit Lease Charges**”) and maintenance charges per Train Hour (“**Unit Maintenance Charges**”) in the manner specified in the RFP. For the purpose of evaluation of Bids only, the Unit Maintenance Charges shall be escalated @5% per annum. However, the mechanism for escalation of the Unit Maintenance Charges and the terms on which payment of maintenance charges will be made to the Lessor shall be as specified in the Contract.

The sum of the Unit Maintenance Charges duly escalated and the Unit Lease Charges shall be the total charges per Train Hour for that year. The total charges per Train Hour for each year shall be multiplied with the Minimum Guaranteed Annual Availability (in Train Hours) specified in the Contract for that year to obtain the total charges quoted by the Bidders per year (“**Total Charges**”). The present value of the Total Charges of all the years of the Contract Period (as defined in the Contract), calculated by discounting at 8.45% (eight-point four five percent) per annum (“**PV of the Total Charges**”) shall constitute the sole criteria for evaluation of Bids under this RFP. The PV of the Total Charges shall be computed in accordance with the methodology specified at Clause 3.3.5 of this RFP.

The Unit Lease Charges and Unit 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 Unit Lease Charges and Unit Maintenance Charges as per the terms of the Contract will be borne by the Authority.

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

- 1.2.9 The Lowest Evaluated Bidder, subject to the responsiveness of their Bid, shall be the Selected Bidder.
- 1.2.10 The Lessor shall, in consideration of its scope of work under the Contract, be entitled to receive the Unit Lease Charges and Unit Maintenance Charges from the Authority in accordance with the Contract.
- 1.2.11 Any queries or request for additional information concerning this RFP shall be submitted by e-mail so as to reach the officer designated in Clause 2.11.5 by the last date for receiving queries as per schedule given in Clause 1.3. The communications shall clearly bear the following identification/ title:

“Queries/ Request for Additional Information: RFP for Selection of Lessor for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project”.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

SN	Event Description	Date
1	Last date for receiving queries	22.01.2024
2	Pre-Bid Conference-1	30.01.2024
3	Authority response to queries latest by	06.02.2024
4	Bid Due Date	27.02.2024
5	Opening of Bids	After 24 hours of Bid Due Date
6	Letter of Award (LOA)	Within 30 days of Bid Due Date
7	Validity of Bids	240 days of Bid Due Date
8	Signing of Contract	Within 60 days of award of LOA

1.4 Pre-Bid Conferences

- 1.4.1 All Bidders are invited to attend the Pre-Bid Conferences on the dates mentioned in Clause 1.3. The purpose of the Pre-Bid conferences will be to clarify issues and answer questions on any matter relating to the Bidding Documents, the Bidding Process, and the Project.
- 1.4.2 All Bidders may nominate up to 3 (three) authorized representatives to participate in the Pre-Bid Conferences, by confirming their participation at least 3 (three) days prior to the Pre-Bid Conferences. Such confirmation shall be sent by e-mail to the officer designated in Clause 2.11.5.
- 1.4.3 All Bidders are requested to submit any queries to the Authority in accordance with Clause 2.8 of the RFP.
- 1.4.4 During the course of Pre-Bid Conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 1.4.5 Non-attendance at the Pre-Bid Conferences will not be a cause for disqualification of any Bidder from participating in the Bidding Process.
- 1.4.6 The time and venue of the Pre-Bid Conferences shall be:

Time	1100 Hrs
Venue	RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED

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

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 Any Applicant that is pre-qualified in accordance with the RFQ shall be eligible to submit a Bid for the Project. As specified in the RFQ, the Bidder may be a single Person acting in its individual capacity, or a Consortium. The term Bidder used herein shall apply to both a single entity and a Consortium. A Bidder bidding individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any/another Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Request for Qualification document including its corrigendum for the Project (the “RFQ”) shall have the meaning assigned thereto in the RFQ.
- 2.1.3 The information contained in the Bidding Documents is provided only as a preliminary reference point by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained herein shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out any or all contents of the information contained in the Bidding Documents.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract shall prevail over the RFP to the extent of any inconsistencies. Provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.
- 2.1.5 The Bid should be furnished as per the format specified in this RFP, duly signed by the Bidder’s authorised signatory.
- 2.1.6 The Bid shall consist of the Unit Lease Charges and Unit Maintenance Charges to be quoted by the Bidder in the Price Bid and the PV of the Total Charges to be quoted online on the eProcurement Portal – Karnataka by the Bidder, as per terms and conditions of this RFP.
- 2.1.7 The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract.
- 2.1.8 The Bidder shall submit a Power of Attorney as per the format at Appendix–III, authorising the signatory of the Bid to commit the Bidder.

- 2.1.9 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix–IV.
- 2.1.10 Any condition or Qualification or any other stipulation contained in the Bid shall render the Bid liable to be rejected as a non-responsive Bid.
- 2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English. Supporting documents and printed documents furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the document in the English, in which case, for purposes of interpretation of the Bid, the English translation shall prevail. The translated documents shall be duly apostilled. In case of: (i) foreign Bidders; or (ii) Bidders who have relied on the credentials of foreign Associate, having submitted documents in any language other than English, then all such documents shall be translated in the English language by an approved translator and shall be consularized in the foreign Bidder's/foreign Associate's country. Supporting materials, which are not translated into English, may not be considered by the Authority.
- 2.1.12 All documents and other information provided by the Authority, including this RFP are and shall remain, or become, the property of the Authority. These documents are provided to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders shall treat all information provided by the Authority as a part of the Bidding Process as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.13 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified². In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as a mutually agreed genuine pre-estimate of the loss suffered by the Authority as a result of such disqualification (the “**Damages**”) and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including towards consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (a) the Bidder, its Member or Associate (or any constituent thereof) controls, is controlled by or is under common control with any other Bidder, its Member or any Associate thereof (or any constituent thereof); provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof

²The provisions of sub-clauses (a), (c), (g) and (h) shall not apply to government companies except M/s RITES Ltd., being the consultant for the Authority

having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by the Government of India, a State Government (or a combination between the Government of India and a State Government), a bank, insurance company, pension fund, sovereign wealth fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.13, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder, its Member or any Associate thereof is a sub-contractor whose Technical Capacity was evaluated for qualification and short-listing of another Bidder pursuant to the RFQ; or
- (e) such Bidder appoints any Applicant, its Member or any Associate who has been pre-qualified and shortlisted pursuant to the RFQ, as a sub-contractor during the Bid Stage or pursuant to the issue of the LOA, as the case may be;
- (f) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (g) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or

- (h) such Bidder 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.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.13, shall include each Member of such Consortium.

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

- 2.1.14 A Bidder shall be liable for disqualification and forfeiture of its Bid Security or the Performance Security, as the case may be, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA; or (ii) execution of the Contract. In the event any such adviser is engaged by the Selected Bidder or Lessor, as the case may be, after issue of the LOA or execution of the Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Contract, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Lessor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- 2.1.15 Without prejudice to the restrictions set out in Clause 2.3 of this RFP, if at any time after pre-qualification and shortlisting under and in accordance with the terms of the RFQ or selection under and in accordance with the terms of this RFP, the Bidder fails to meet the Technical Capacity requirements set out in Clause 2.2.2 (B) of the RFQ, the Authority may disqualify such Bidder or reject such Bid, or cancel the Letter of Award, as the case may be, and appropriate the Bid Security, in accordance with the provisions of the RFP. Provided that the Bidder may be permitted by the Authority to replace any Member or sub-contractor whose Technical Capacity 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) of the RFQ, provided that:

- (a) the Bidder shall provide a notice in writing to the Authority at least 30 days prior to the to Bid Due Date, or if such Bidder is declared as the Selected Bidder, 30 days prior to the expected date for executing the Contract, regarding such replacement;
- (b) the provisions of Clause 2.2 of the RFP shall apply to any change in the composition of a Consortium;
- (c) the Bidder shall provide to the Authority 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; and
- (d) the Authority retains the right to verify whether the replacement of such sub-contractor will ensure that the Bidder continues to meet the Technical Capacity requirements specified in sub-clause (i) to (v) of Clause 2.2.2 (B) of the RFQ.

Provided further that any Applicant who has been pre-qualified and short-listed pursuant to the RFQ shall not be permitted to act as the sub-contractor of any other Bidder at the Bid Stage.

2.1.16 This RFP is not transferable.

2.1.17 Any award of Contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Change in composition of the Consortium

2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where:

- (a) the application for such change is made no later than 30 (thirty) days prior to the Bid Due Date;
- (b) the Lead Member continues to be the Lead Member of the Consortium;
- (c) the substitute is at least equal, in terms of Financial Capacity and Technical Capacity, to the Consortium Member or a sub-contractor (whose Technical Capacity has been evaluated for pre-qualification and shortlisting), as the case may be, who is sought to be substituted, and the modified Consortium shall continue to meet the pre-qualification and shortlisting criteria for Applicants; and
- (d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project. If the new Member(s) was a part of any Consortium which has been pre-qualified at the RFQ stage, such entity shall only be permitted to become part of another Consortium after withdrawing from the Consortium that it was originally a part of. 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.

It is clarified that any:

- (i) Applicant/ Bidder (in case of a single entity);
- (ii) Member; and
- (iii) Associates of the Applicant/Bidder (in case of a single entity) or the Member, as the case may be,

shall be permitted to submit only a single Bid pursuant to the RFP.

2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.

2.2.3 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement in the form as per Appendix-IV of the RFQ and a Power of Attorney, substantially in the form at Appendix-IV of the RFP, prior to the Bid Due Date.

2.2.4 The option of change in composition of the Consortium which is available under Clause 2.2.1 may also be exercised by any Bidder who is pre-qualified as a single entity pursuant to the RFQ. If a single entity Bidder chooses to add a Member at the Bid Stage, the single entity Bidder 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 pre-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. 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 during the Qualification Stage.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was pre-qualified and short-listed on the basis of its Financial Capacity and Technical Capacity or the Financial Capacity and Technical Capacity of its Consortium Members or Associates, or the Technical Capacity of its sub-contractors, as the case may be. Notwithstanding anything to the contrary in the Contract:

- (a) the Selected Bidder/Consortium shall continue to hold a minimum of 100% (hundred per cent) of the subscribed and paid-up equity share capital of the Lessor for a period of 2 (two) years from the completion of the Supply Period;
- (b) the Lead Member continues to be the Lead Member of the Consortium; and
- (c) no Member of the Consortium whose Financial Capacity or Technical Capacity was evaluated for the purpose of pre-qualification and short-listing in response to the RFQ shall, for a period up until 2 (two) years from the completion of the Supply

Period, hold less than (i) 26% (twenty-six per cent) of the subscribed and paid-up equity share capital of Lessor; or (ii) equity share capital corresponding to 5% of the Total Project Cost, whichever is higher.

The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Contract, and a breach hereof shall, notwithstanding anything to the contrary contained in the Contract, be deemed to be a breach of the Contract and dealt with as such thereunder.

- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Financial Capacity or Technical Capacity was evaluated for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, the Bidder shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Contract but prior to 2 (two) years from the completion of the Supply Period, it would, notwithstanding anything to the contrary contained in the Contract, be deemed to be a breach of the Contract, and the same shall be liable to be terminated for a Lessor default. In such an event, notwithstanding anything to the contrary contained in the Contract, the Authority shall be entitled to forfeit and appropriate the Bid Security or the Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract or otherwise. Provided that in the event that any Consortium Member or Associate whose Technical Capacity was evaluated for pre-qualification and short-listing of a Bidder undergoes a change in control, the Bidder may be permitted to demonstrate its Technical Capacity in accordance with the Clause 2.1.15 of the RFP.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

- 2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for operation and maintenance of Trains, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. If a Bidder wishes to visit the Project site, then it will be required to, at least 7 (seven) days prior to the proposed date of such visit, send a request by e-mail to the officer designated in Clause 2.11.5, specifying the date and time of such visit and the names of the persons who will be conducting the site visit. Unless any concern is raised by the Authority, Bidders will be

deemed to having been granted permission by the Authority for accessing the Project site during the site visit. The cost and risk of visiting the Project site and verifying other information shall be borne solely by the Bidder. The deemed permission granted to a Bidder and any of its personnel or agents is subject to the express condition that the Bidder, its personnel, and agents will: (a) release and indemnify the Authority and its personnel, agents and advisors from and against all liability in respect thereof; and (b) be responsible for loss of or damage to property, and any other loss, damage, costs and expenses incurred, including death or personal injury, as a result of such inspection.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract by the Lessor;
- (f) acknowledged and agreed to be bound by the GFR Order and its subsequent amendments and clarifications;
- (g) acknowledged that it does not have a Conflict of Interest; and
- (h) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the

Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

- 2.6.2 The Authority reserves the right to reject any Bid and appropriate/forfeit the Bid Security or Performance Security, as the case may be, if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Evaluated Bidder gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- 2.6.3 In case it is found during the Bid evaluation, at any time before signing of the Contract or after its execution and during the term thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessor either by issue of the LOA or entering into the Contract, and if the Selected Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a notice in writing by the Authority to the Selected Bidder or the Lessor, as the case may be. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise.

B. DOCUMENTS

2.7 Contents of the Bidding Documents

- 2.7.1 This RFP comprises the Disclaimer set forth above, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Part 1: Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Miscellaneous

Appendices

- I. Letter comprising the Bid
- II. Bank Guarantee for Bid Security

- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for Lead Member of Consortium
- V. Guidelines of the Department of Disinvestment
- VI. Price Bid
- VII. Maintenance Depot and Depot Sites
- VIII. List of Bid-Specific Provisions
- IX. Illustration for calculation of PV of the Total Charges as per Price Bid

Part 2: Conditions of Contract for the Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock for Bengaluru Sub-Urban Rail Project.

- 2.7.2 The draft Contract provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.8 Clarifications

- 2.8.1 Bidders requiring any clarifications on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.10. Bidders should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be uploaded on eProcurement Portal - Karnataka.
- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of Bidding Documents

- 2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issue of Addenda.
- 2.9.2 Any Addendum issued will be uploaded on eProcurement Portal - Karnataka. The Bidders are required to read the Bidding Documents with any Addenda that may be issued in accordance with this Clause 2.9.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, also choose to extend the

Bid Due Date[§].

- 2.9.4 Any oral statements made by the Authority or its advisors regarding the Bid Process, the Bidding Documents or on any other matter, including oral clarifications or information provided by or on behalf of the Authority at the Pre-Bid Conference or the minutes of the Pre-Bid Conference shall not be considered as amending the Bidding Documents.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

- 2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.10.2 The Bid shall be duly signed in digital form by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11 Submission of Bids

- 2.11.1 The Bid comprising the documents specified in (i) Clause 2.11.3 shall be submitted online on the e-procurement platform of the Authority at <https://kppp.karnataka.gov.in/> (the “**eProcurement Portal - Karnataka**”) by uploading the complete and legible scanned copies of the same in pdf format, duly signed in digital form by the authorised signatory of the Bidder. The Bidder shall quote the PV of the Total Charges, calculated in accordance with Clause 3.3.5 and Appendix-VI (Price Bid) of this RFP, on the eProcurement Portal – Karnataka. For the avoidance of doubt, it is clarified that the Price Bid shall not be submitted on the eProcurement Portal – Karnataka. A printed copy of the Price Bid shall be submitted by the Bidder in accordance with Clause 2.11.4 of this RFP.
- 2.11.2 For this purpose, registration of the Bidder with eProcurement Portal - Karnataka is mandatory. For any assistance regarding e-tendering, the Bidder may go to the helpdesk on the eProcurement Portal - Karnataka. A Bidder who is already registered need not register again. However, the Bidder is required to have a Class-III Digital Certificate issued by a licensed Certifying Authority (CA).
- 2.11.3 The documents referred to in Clause 2.11.1 shall include:
- (a) Letter comprising the Bid in the format at the Appendix-I;
 - (b) Bid Security in the format at Appendix–II;
 - (c) Power of Attorney for signing of Bid in the format at Appendix–III;
 - (d) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix–IV; and

[§]While extending the Bid Due Date on account of an Addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

- (e) A copy of the Contract duly initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove; and
- (f) In case of modified/reconstituted Consortium, copy of the Jt. Bidding Agreement, substantially in the format at Appendix-IV of the RFQ.

2.11.4 The Bidder shall also submit the following documents in original to the person specified in the Clause 2.11.5 in two separate sealed envelopes on or before the Bid Due Date, failing which the Bid shall be rejected:

(a) Technical envelope

- (i) Power of attorney as required under Clause 2.11.3 (c) and Clause 2.11.3 (d);
- (ii) Bid Security in the format at Appendix-II; and
- (iii) Jt. Bidding Agreement, in case of modified/reconstituted Consortium, as per format at Appendix-IV of the RFQ.

The technical envelope shall clearly bear the following identification:

“Technical envelope for Project: Selection of Lessor for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project”

(b) Financial envelope

- (i) A copy of Price Bid duly filled in the .xls format provided along with the Bidding Documents on the eProcurement Portal – Karnataka, without any formatting or modification in the structure of the template provided and duly signed by the authorised signatory of the Bidder. The Bidder shall quote the Unit Lease Charges and Unit Maintenance Charges in the .xls format in accordance with Clause 3.3 and Appendix-VI of this RFP to arrive at the PV of the Total Charges. The PV of the Total Charges in the Price Bid shall be the same as the PV of the Total Charges quoted online on the eProcurement Portal- Karnataka.

The Financial envelope shall be sealed and clearly bear the following identification:

“Financial envelope for Project: Selection of Lessor for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project”

The technical envelope and the financial envelope will be placed in a sealed envelope bearing the following identification:

“Bid for Project: Selection of Lessor for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock for Bengaluru Sub-Urban Rail Project”

The sealed envelope containing the technical envelope and financial envelope shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of each of the envelopes.

In case of any discrepancy between the documents submitted offline under this Clause 2.11.4 and the documents submitted online on the eProcurement Portal – Karnataka, , the details set out in the documents submitted offline shall prevail and shall be considered as final and binding.

Note: if the document(s) to be submitted offline are same as that submitted in the RFQ stage then it is not required to be submitted again, however a copy of the same shall be provided.

2.11.5 The envelopes specified in Clause 2.11.4 shall either be hand delivered or sent by registered post acknowledgement due and addressed to:

ATTN. OF:	Shri. H K Ramesha
DESIGNATION:	Joint General Manager
ADDRESS:	KRIDE, Samparka Soudha, 1st Floor, (Opp. Orion Mall), Dr. Rajkumar Road, Rajajinagar 1st Block, Bangalore - 560010
TELEPHONE NO:	+91-9206305969
E-MAIL ADDRESS:	ramesha.hk@gov.in , ramesha.kride@ka.gov.in jgmrs@kride.in

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

2.11.7 Bids submitted by fax, telex, telegram or e-mail, or any means other than those mentioned in Clause 2.11.1 and Clause 2.11.4 shall not be entertained and shall be rejected.

2.12 Bid Due Date

2.12.1 Bids should be uploaded on or before the 1500 Hrs on Bid Due Date as specified in Clause 1.3 on eProcurement Portal - Karnataka and the specified original documents mentioned in Clause 2.11.4 should be submitted on or before 1500 Hrs on Bid Due Date as specified in Clause 1.3 at the address specified in Clause 2.11.5 in the manner and form as detailed in this RFP. If the Bidder fails to submit any of the documents required in this RFP on or before the stipulated time as per the terms and conditions of this RFP, the Bid shall be summarily rejected.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

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

2.14 Contents of the Bid

2.14.1 The Bid shall be furnished in the formats as specified in the RFP and shall consist of Price Bid which shall set out the Unit Lease Charges and Unit Maintenance Charges. The Bidder shall specify (in Indian Rupees) the Unit Lease Charges and Unit Maintenance Charges required to be paid to it to undertake the Project in accordance with this RFP and the provisions of the Contract.

2.14.2 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14.3 The proposed Contract shall be deemed to be part of the Bid.

2.15 Modifications/ Substitution/ Withdrawal of Bids

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

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

2.16 Rejection of Bids

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

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 240 (two hundred and forty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the

process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, the Bid Security referred to in Clause 1.2.6 above in the form of a bank guarantee or an electronic bank guarantee. The bank guarantee/ electronic bank guarantee shall be substantially in the format set out in Appendix-II, issued by a nationalised bank, or a Scheduled Bank (having its local branch in Bengaluru) in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the “**Bank Guarantee**”). The Bank Guarantee shall be valid for a period not less than 240 (two hundred forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, which may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.2 Deleted.

2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.20.4 Save and except as provided in Clause 2.20.6 below, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible after declaration of the Selected Bidder or if the Bidding process is cancelled by the Authority within 60 (sixty) days from the Bid Due Date.

2.20.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Lessor signing the Contract and furnishing the Performance Security in accordance with the provisions thereof.

2.20.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and

confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Contract, or otherwise, if:

- (a) a Bidder submits a non-responsive Bid;
- (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- (c) a Bidder is disqualified in accordance with the terms of this RFP;
- (d) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (e) the Selected Bidder fails within the specified time limit –
 - (i) to sign and return the duplicate copy of LOA; or
 - (ii) to sign the Contract;
 - (iii) to furnish the Performance Security within the period prescribed in the Contract;
- (f) the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

E. SECURITY CLEARANCE

2.21 Security Clearance

2.21.1 By submitting this Bid, the Bidder, in particular, agrees and undertakes to abide by the following:

- (a) if declared as the Selected Bidder, it shall comply with the obligations relating to change in ownership as specified in the Contract;
- (b) it shall obtain the requisite permits and approvals for employment of foreign nationals as specified in the Contract;
- (c) it shall inform the Authority regarding criminal case(s), if any, registered against the Bidder, Consortium Members, or any of their directors after the issuance of LOA; and
- (d) it shall not engage in acts inimical to India's national security.

3 EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids at a time and date as specified in Clause 1.3, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:
- (a) it is received as per the format at Appendix-I;
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - (c) it is signed as stipulated in Clauses 2.10 and 2.11;
 - (d) it is accompanied by the Bid Security as specified in Clause 2.20.1;
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.8 and 2.1.9, as the case may be;
 - (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (g) it does not contain any condition or qualification;
 - (h) the original documents specified under Clause 2.11.4 have been submitted by the Bidder as stipulated under Clause 2.12 and 2.13.
- 3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Selection of Bidder

- 3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the lowest PV of the Total Charges shall be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- 3.3.2 The Unit Lease Charges and Unit Maintenance Charges shall be quoted by the Bidders only in Indian Rupees (INR). The payments to the Lessor shall also be made only in Indian Rupees (INR).
- 3.3.3 For the purpose of undertaking a comparative evaluation of Bids received, the PV of the Total Charges shall be considered to determine the inter se ranking of the Bidders, and for determination of the 'Lowest Evaluated Bidder'. Lowest Evaluated Bidder shall mean the Bidder who has quoted the lowest PV of the Total Charges after evaluation of all the responsive Bids submitted pursuant to the Bidding Documents.
- 3.3.4 In the event that two or more Bidders quote the same lowest sum total of PV of the Total Charges (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.3.5 The methodology for computing the PV of the Total Charges for the purpose of evaluating Bids submitted pursuant to this RFP is provided below:
- (a) **In the Price Bid, the Bidder is required to quote:**
- (i) Unit Lease Charges in INR for Year 3, Year 19; and
 - (ii) Unit Maintenance Charges in INR for Year 3, Year 9, Year 14, Year 19, Year 24 and Year 29,
- in accordance with the directions contained in Appendix-VI of the RFP. The .xls format for the Price Bid shall be provided on the eProcurement Portal-Karnataka along with the Bidding Documents.
- (b) **For the purpose of evaluation of Bids only:**
- (i) The Unit Maintenance Charges will be escalated at a uniform rate of 5% per annum for all Bidders. It is clarified that the actual variation of price index applicable for computation of maintenance charges payable to the Lessor under the Contract shall be as specified in the Contract;
 - (ii) Minimum Guaranteed Annual Availability in Train Hours shall be 171294 for Year 3 , 303060 for Year 4 , 434825 for Year 5 , and, 579766 for Year 6 onwards ; and
 - (iii) a discount rate of 8.45 % (eight point four five per cent) per annum shall be considered to ascertain the PV of the Total Charges.
- (c) Total Charges for a particular year shall be a product of:
- (i) Minimum Guaranteed Annual Availability in Train Hours for that year (171294, 303060, 434825 or 579766 Train Hours, as the case may be); and
 - (ii) sum of the Unit Maintenance Charges for that year duly escalated at a rate of 5% per annum (for the purposes of evaluation only) as per Clause 3.3.5 (b) above and the Unit Lease Charges for that year.

- (d) PV of the Total Charges will be equal to the sum of the present values of Total Charges for all years as quoted by the Bidder, discounted at a rate of 8.45% per annum. The following formula will be used for calculating PV of the Total Charges:

$$PV_n = \sum_{t=1}^n \frac{At}{(1+r)^t}$$

Where,

PV = Present Value

At = Total Charges at the end of year “t” as per Price Bid file

n = Duration of Total Charges = 35 (years)

r = Discounting Rate taken as 8.45%

t = Year for which Total Charges are quoted

An illustration depicting the above methodology is provided in Appendix-IX.

For the avoidance of doubt and clarity, the Bidder shall only quote the PV of the Total Charges online on the eProcurement Portal-Karnataka and shall submit the duly filled and signed copy of Price Bid (prepared in the .xls format) offline in accordance with Clause 2.11.4. In case of any discrepancy between PV of the Total Charges quoted online on the e-Procurement Portal-Karnataka and the PV of the Total Charges indicated in the Price Bid submitted offline, the PV of the Total Charges specified online on the e-Procurement Portal-Karnataka shall prevail for the purpose of evaluation and the Authority shall open the offline Price Bid of only the lowest Bidder as per online quote, and negotiate with the lowest Bidder to match to the lower of the price of offline and online Bid.

- 3.3.6 It is clarified that the Unit Lease Charges payable to the Lessor for a particular year shall be the Unit Lease Charges quoted by the Bidder for that year and no escalation/ price variation shall be provided for the Unit Lease Charges. However, the Unit Maintenance Charges payable to the Lessor for a particular year shall be the Unit Maintenance Charges duly adjusted for price variation/ cost index for that year, in accordance with the Contract.
- 3.3.7 Once the Selected Bidder is identified, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.3.8 After acknowledgement of the LOA, the Selected Bidder or a Company incorporated by the Selected Bidder shall execute the Contract with the Authority. Provided that if the Selected Bidder is a Consortium, or a single entity that is not a body corporate, it

shall form a Special Purpose Vehicle, incorporated under the (Indian) Companies Act, 2013 (the “**SPV**”) to fulfil its obligations as a Lessor and execute the Contract with the Authority. The Lessor shall execute the Contract with the Authority within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract.

- 3.3.9 The Selected Bidder shall sign and execute the Contract and undertake to perform/discharge all of its obligations in accordance with the terms and conditions set forth in the Contract.
- 3.3.10 If, for any reason, the Selected Bidder is disqualified from the Bidding Process or fails to execute the Contract for any reason, a qualified Bidder with the second lowest evaluated Bid may, at the sole discretion of the Authority, be invited to match the Price Bid of the Lowest Evaluated Bidder and implement the Project.
- 3.3.11 Authority shall notify the remaining unsuccessful Bidders about the selection of the Selected Bidder.
- 3.3.12 All stamp duty, registration fees (if any) and other costs and expenses payable on the signing and execution of the Contract shall be borne by the Selected Bidder.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or Lessor, as the case may be, if it determines that the Bidder or Lessor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract, or otherwise if a Bidder or Lessor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder or Lessor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Lessor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.14 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal,

financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 5.4 The Bidding Documents and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) the Bidding Documents;
 - (b) the RFQ.
- i.e. the Bidding Documents at (a) above shall prevail over the RFQ at (b) above.

APPENDICES

APPENDIX-I
Letter comprising the Bid
(Refer Clauses 2.1.5 and 2.14)

Dated:

To,

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

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Lessor for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Lessor for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

[£] If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

- (b) I/ We do not have any Conflict of Interest in accordance with Clauses 2.1.13 and 2.1.14 of the RFP document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth/ ACI criteria and meet(s) the requirements as specified in the RFQ document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.[£]
14. I/ We further certify that we are not disqualified in terms of the additional criteria

[£] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to

- specified by the Department of Disinvestment in their OM No. 3/9/2016-DoD-II-B dated 28 September 2017, a copy of which forms part of the RFP at Appendix-V thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 16. I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Financial Capacity or Technical Capacity of those of its Members who shall, at all times for a Period of 2 (two) years from the completion of 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 Lessor; or (ii) equity share capital corresponding to 5% of the Total Project Cost, whichever is higher. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Contract in respect of change in ownership of the Lessor.
 17. I/ We acknowledge and agree that in the event of a change in control of a Consortium Member or an Associate whose Financial Capacity or Technical Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, I/we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be.
 18. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract but prior to Appointed Date (as defined in the Contract), it would, notwithstanding anything to the contrary contained in the Contract, be deemed a breach thereof, and the Contract shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
 19. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Contract.
 20. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
 21. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

22. I/ We have studied all the Bidding Documents carefully and also surveyed the site of the maintenance depots and washing lines. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.
23. I/ We offer a Bid Security of Rs. 20,00,00,000 (Rupees twenty crore only) to the Authority in accordance with the RFP Document.
24. The Bid Security in the form of a bank guarantee/ electronic bank guarantee [*strike out whichever is not applicable*] is attached.
25. The documents accompanying the Bid, as specified in Clause 2.11.4 of the RFP, have been submitted in a separate envelope and marked as “Bid for the Project: Selection of Lessor for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project”.
26. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our Bid is not opened or rejected.
27. The Unit Lease Charges and Unit Maintenance Charges have been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Contract, our own estimates of costs and traffic and after a careful assessment of the sites and all the conditions that may affect the Project cost and implementation of the Project.
28. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
29. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Lessor under the Contract till the Contract Period under the Contract comes into force and effect in accordance with the terms of the Contract.}
30. I/We undertake to maintain the Trains in accordance with the Contract.
31. I/ We shall keep this offer valid for 240 (two hundred and forty) days from the Bid Due Date specified in the RFP.
32. I/ We especially undertake to comply with the provisions of Clause 2.21 of this RFP.
33. I/ We hereby submit the Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract.
34. I/We hereby undertake to submit my/our Bid and offer Unit Lease Charges and Unit Maintenance Charges for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract.
35. I/ We hereby confirm that as on date, there are no criminal case(s) registered against us, {the Consortium Members}, or any of our directors.
36. “I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

{I/We hereby certify that this bidder is not from such a country and is eligible to be considered.” *

OR

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

OR

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

** Strikeout the paragraph that is not applicable*

37. We here by confirm that, we have downloaded the complete set of Bidding Documents hosted on eProcurement Portal <https://kppp.karnataka.gov.in/>. We confirm that the Bidding Documents have not been edited or modified by us. In case it is observed by the Authority that the Bidding Documents have been edited or modified, we understand that the Bid may be disqualified or rejected by the Authority.
38. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

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

Place: Name and seal of Bidder/Lead Member

APPENDIX-II

Bank Guarantee for Bid Security

(Refer Clauses 1.2.6, 2.1.7 and 2.20.1)

B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Selection of Lessor for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Contract (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 1.2.6 read with Clause 2.20.1 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid valid during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid valid during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail or delivered by hand to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have

obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 240 days after the Bid Due Date)].

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX-III
Power of Attorney for signing of Bid[§]
(Refer Clause 2.1.8)

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

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

[§]To be submitted in original.

1.

2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-IV
Power of Attorney for Lead Member of Consortium[§]
(Refer Clause 2.1.9)

Whereas the (the “Authority”) has invited bids from pre-qualified and short-listed parties for the Selection of Lessor for Design, Manufacturing, Supply, Commissioning, Operation and Maintenance of Rolling Stock on PPP Model for Bengaluru Sub-Urban Rail Project (the “Project”).

Whereas,, and..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred

[§]To be submitted in original.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

(Executants)

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

Witnesses:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from*

countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-V

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.2)

No. 3/9/2016-DoD-II-B

Government of India

Department of Investment and Public Asset Management

Block 14, CGO Complex

New Delhi.

Dated 28 September, 2017.

OFFICE MEMORANDUM

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

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

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. 'Grave Offence' is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government of India. 'Grave Offence' would include the below noted cases:
 - a) Only those orders of SEBI are to be treated as coming under the category of 'Grave Offences' which directly relate to 'Fraud' as defined in the SEBI Act and / or regulations.
 - b) Only those orders of SEBI that cast a doubt on the ability of the bidder to manage the public-sector unit, when it is disinvested, are to be treated as adverse.
 - c) Any conviction by Court of Law.
 - d) In cases in which SEBI also passes a prosecution order, disqualification of the bidder should arise only on conviction by the Court of Law.

- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or its Associate Company as defined in Companies Act, 2013 would result in disqualification. The decision in regard to the relationship inter se between the concerns would be taken based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any bidder, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order, based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a bidder, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) These criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above or the eligibility criteria prescribed in the EoI, is pending against them. In case any investigation is pending in case which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above on the eligibility criteria prescribed in the EoI against the bidder or the concern in which the bidder has substantial interest or against its CEO or any of its Directors/Managers/, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be filed along with EOI.

(SD/-)

(Assem Kumar Jha)

Under Secretary to the Government of India

APPENDIX–VI

Price Bid

Price Bid shall contain the Unit Lease Charges and Unit Maintenance Charges to be quoted by the Bidder, as per the terms and conditions of this RFP and the provisions of the Contract (the “**Price Bid**”), in the .xls format hosted on the eProcurement Portal-Karnataka along with the Bidding Documents.

1. Instruction for submitting the Price Bid:

- i. Bidders are requested to note that they should necessarily submit their Price Bids in original in accordance with Clause 2.11.4. The Price Bid shall comprise of an excel sheet named/ titled ‘Price Bid’, and the same is to be downloaded and be filled by all the Bidders. Bidders are required to download the file, open it and fill the white coloured (unprotected) cells with their respective Price Bid and other details (such as name of the Bidder). No other cells should be changed.

ii. Guidelines for filling the Price Bid:

- a. Year 1 means first year after Appointed Date.
- b. The Bidder shall quote the Unit Lease Charges in Rupees (per Train Hour) for Year 3, and Year 19 only.
- c. The Unit Lease Charges in Rupees for Year 4 to Year 18 would be same as the Unit Lease Charges for Year 3 and the Unit Lease Charges in Rupees for Year 20 to 35 shall be same as the Unit Lease Charges for Year 19.
- d. The Bidder shall quote the Unit Maintenance Charges in Rupees (per Train Hour) for Year 3, Year 9, Year 14, Year 19, Year 24, and Year 29.
- e. The Unit Maintenance Charges in Rupees for Year 4 to Year 8, Year 10 to Year 13, Year 15 to Year 18, Year 20 to Year 23, Year 25 to Year 28 and Year 30 to Year 35 would be same as the Unit Maintenance Charges for Year 3, Year 9, Year 14, Year 19, Year 24 and Year 29 respectively. For the purpose of evaluation only, the Unit Maintenance Charges shall be escalated by 5% to arrive at Indexed Maintenance Charges. The sum of the Indexed Maintenance Charges and the Unit Lease Charges multiplied with the Minimum Guaranteed Annual Availability in Train Hours for that Year shall be the Total Charges for that Year.
- f. The sum of Unit Lease Charges and Unit Maintenance Charges for Year 9, Year 14, Year 19, Year 24 and Year 29 should not be less than 75% or greater than 125% of the sum of Unit Lease Charges and Unit Maintenance Charges for Year 3. If the Unit Lease Charges and Unit Maintenance Charges quoted by the Bidder do not comply with this condition, the Price Bid in .xls format will result in “#N/A” error and the Bid will be rejected.
- g. The Unit Lease Charges and Unit Maintenance Charges should be inclusive of all Central/State/Local taxes, levies, duties, cess etc. and all other incidental charges required to fulfil the RFP/ Contract conditions including any statutory deductions

viz. TDS towards income tax/GST/Labour cess and any other taxes etc., except GST as applicable on Lease Charges and Maintenance Charges. The Minimum Guaranteed Annual Availability in Train Hours set out in the RFP is only for the purpose of evaluation. Payment of lease charges and maintenance charges to the Lessor shall be in accordance with the Contract.

APPENDIX–VII

Details of Maintenance Depots and Depot Sites

Major depots:

- (i) Devanahalli
- (ii) Soldevanahalli

Minor depots: (Tentative Locations)

- (i) Kengeri/Whitefield
- (ii) Heelalige

APPENDIX – VIII

List of Bid-specific provisions^{\$}

A. Clauses with currency-based footnotes

1. Introduction.
2. Clause 2.9.3: Amendment of RFP.
3. Appendix-I: Letter comprising the Bid – Paragraph 6.
4. Appendix-I: Letter comprising the Bid – Paragraph 13.
5. Appendix-III: Power of Attorney for signing of Bid.
6. Appendix-IV: Power of Attorney for Lead Member of Consortium.

Note: The above footnotes marked “\$” & “£” shall not be deleted. They shall remain in the RFP to be issued to the prospective Bidders.

B. Appendices with non-numeric footnotes

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

C. Appendices where curly brackets are used

1. Appendix-I: Letter comprising the Bid: Paragraph 29.
2. Appendix-I: Letter comprising the Bid: Paragraph 35.
3. Appendix-I: Letter comprising the Bid: Paragraph 36.

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

D. Appendices with blank spaces

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

^{\$}This Appendix-VIII contains a list of Clauses and Appendices that would need to be suitably modified for reflecting bid-specific particulars. This Appendix-VIII may, therefore, be included in the RFP document to be issued to prospective Bidders.

APPENDIX – IX

Illustration for Calculation of PV of the Total Charges as per the Price Bid

Year from Appointed Date (1)	Unit Lease Charge (Rs. per Train Hour) (2)	Unit Maintenance Charge (Rs. per Train Hour) (3)	Escl. Factor (Escl. @ 5%) (4)	Indexed Maintenance Charge (Rs. per Train Hour) (5) = (3) * (4)	Minimum Guaranteed Annual Availability in Train Hours (6)	Total Charges (Rs. Crore) (7) = [(2) + (5)] * (6)	Discounting Factor (@ 8.45%) {1/(1+8.45%) ⁿ }	Discounted Total Charges (Rs. Crore) (9) = (7) * (8)
1	-	-	1.00	-	-	-	0.92	-
2	-	-	1.05	-	-	-	0.85	-
3	100	20	1.10	22	1,71,294	2.09	0.78	1.63
4	100	20	1.16	23	3,03,060	3.73	0.72	2.70
5	100	20	1.22	24	4,34,825	5.41	0.67	3.61
6	100	20	1.28	26	5,79,766	7.28	0.61	4.47
7	100	20	1.34	27	5,79,766	7.35	0.57	4.17
8	100	20	1.41	28	5,79,766	7.43	0.52	3.88
9	100	25	1.48	37	5,79,766	7.94	0.48	3.83
10	100	25	1.55	39	5,79,766	8.05	0.44	3.58
11	100	25	1.63	41	5,79,766	8.16	0.41	3.34
12	100	25	1.71	43	5,79,766	8.28	0.38	3.13
13	100	25	1.80	45	5,79,766	8.40	0.35	2.93
14	100	30	1.89	57	5,79,766	9.08	0.32	2.92
15	100	30	1.98	59	5,79,766	9.24	0.30	2.74
16	100	30	2.08	62	5,79,766	9.41	0.27	2.57
17	100	30	2.18	65	5,79,766	9.59	0.25	2.41
18	100	30	2.29	69	5,79,766	9.78	0.23	2.27
19	90	25	2.41	60	5,79,766	8.71	0.21	1.86
20	90	25	2.53	63	5,79,766	8.88	0.20	1.75
21	90	25	2.65	66	5,79,766	9.06	0.18	1.65
22	90	25	2.79	70	5,79,766	9.26	0.17	1.55
23	90	25	2.93	73	5,79,766	9.46	0.15	1.46
24	90	30	3.07	92	5,79,766	10.56	0.14	1.51
25	90	30	3.23	97	5,79,766	10.83	0.13	1.43
26	90	30	3.39	102	5,79,766	11.11	0.12	1.35
27	90	30	3.56	107	5,79,766	11.40	0.11	1.28
28	90	30	3.73	112	5,79,766	11.71	0.10	1.21
29	90	35	3.92	137	5,79,766	13.17	0.10	1.25
30	90	35	4.12	144	5,79,766	13.57	0.09	1.19

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

Year from Appointed Date (1)	Unit Lease Charge (Rs. per Train Hour) (2)	Unit Maintenance Charge (Rs. per Train Hour) (3)	Escl. Factor (Escl. @ 5%) (4)	Indexed Maintenance Charge (Rs. per Train Hour) (5) = (3) * (4)	Minimum Guaranteed Annual Availability in Train Hours (6)	Total Charges (Rs. Crore) (7) = [(2) + (5)] * (6)	Discounting Factor (@ 8.45%) {1/(1+8.45%) ⁿ }	Discounted Total Charges (Rs. Crore) (9) = (7) * (8)
31	90	35	4.32	151	5,79,766	13.99	0.08	1.13
32	90	35	4.54	159	5,79,766	14.43	0.07	1.08
33	90	35	4.76	167	5,79,766	14.89	0.07	1.02
34	90	35	5.00	175	5,79,766	15.37	0.06	0.97
35	90	35	5.25	184	5,79,766	15.88	0.06	0.93
Present Value (PV) discounted at 8.45%								
PV of the Total Charges								72.79



Bidder Input



Fixed Values (cannot be entered by the Bidder)