

REQUEST FOR BIDS

FOR

DEVELOPMENT OF VISAKHAPATNAM RAILWAY STATION

(Bid Document No: [insert document number])

Date, Month, Year: [Insert]

BID DOCUMENT

Reply to queries, uploading of amendments to Bid Document, if any, on website	[insert date]
Last date of submission of Bid	[insert date]
Date of opening of Bid	[insert date]
<p>All Bidders are advised to see amendments, if any, before submission of the Bid. Bidders have to download the amendments/amended Bid Document and submit the same with the Bid. In case the Bidder does not submit the amended Bid Document, it will be presumed that the Bidder has seen the amendments/amended Bid Document and the Bid will be evaluated accordingly. The decision of the Authority shall be final.</p> <p>Note: Once sold to a particular Bidder, the Bid Document is not transferable. The Bid Document Fee shall be non-refundable.</p>	

Authority Logo:



Authority Name : EAST COAST RAILWAY, MINISTRY OF RAILWAYS,
GOVERNMENT OF INDIA.

Address : OFFICE OF THE PRINCIPAL CHIEF ENGINEER, EAST
COAST RAILWAY, RAIL SADAN,
CHANDRASEKHARPUR, BHUBANESWAR- 751017,
ODISHA

I. DISCLAIMER

The information contained in this Bid Document for Commercial and Financial Bid (the "**Bid Document**") or subsequently provided to Bidders, 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 Bidders on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement between the Authority and prospective Bidders or any other person. The purpose of this Bid Document is to provide interested parties with information that may be useful to them in formulation of their eligibility and making their financial offers pursuant to this Bid Document (the "Bid"). This Bid Document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to this Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid Document 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 Bid Document. 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 Bid Document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Bidders 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 as to the accuracy, reliability or completeness of the information in this document and the Authority, its employees or any of its agencies/ consultants/ advisors make no representation 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 Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in anyway for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements, explanations, information etc., contained in this Bid Document.

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 Bid

Document.

The issue of this Bid Document does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Developer, as the case may be, for this 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. The responsibility of all such costs and expenses will remain with the Bidders 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 except to the limited extent set out in respect of compensation for DPR as per terms herein.



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III. ABBREVIATIONS / GLOSSARY

Annual Lease Rent	As defined in Clause (i)
Applicable Laws	As defined in Clause (ii)
Associate	As defined in Clause (iii)
Authority	As defined in Clause (iv)
Bids	As defined in Clause (v)
Bid Document	As defined in Clause (vi)
Bid Due Date	As defined in Clause (vii)
Bid Security	As defined in Clause (viii)
Bid Stage	As defined in Clause (ix)
Bidders	As defined in Clause (x)
Bidding Documents	As defined in Clause (xi)
Bidding Process	As defined in Clause (xii)
Commercial Development Project	As defined in Clause (xiii)
Conflict of Interest	As defined in Clause (xiv)
Consortium	As defined in Clause (xv)
Court	As defined in Clause (xvi)
Date of Commercial Operation/Commercial Operation Date	As defined in Clause (xvii)
DBFOT	As defined in Clause (xviii)
Detailed Project Report / DPR	As defined in Clause (xix)
Developer	As defined in Clause (xx)
Development Agreement	As defined in Clause (xxi)
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Estimated Project Cost	As defined in Clause (xxvi)
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Experience Score	As defined in Clause (xxx)
Financial Capacity	As defined in Clause (xxxi)
Financial Close	As defined in Clause (xxxii)
Government Authority	As defined in Clause (xxxiii)
Highest Bid	As defined in Clause (xxxiv)
Highest Bidder	As defined in Clause (xxxv)
Indicative Project Cost	As defined in Clause (xxxvi)
Invitation Document	As defined in Clause (xxxvii)
Invitation Stage	As defined in Clause (xxxviii)
Joint Bidding Agreement	As defined in Clause (xxxix)
Lead Member	As defined in Clause (xl)
Lease Period	As defined in Clause (xli)
Lease Premium	As defined in Clause (xlii)
Letter of Award / LOA	As defined in Clause (xliii)
License Fee	As defined in Clause (xliv)
Licensable Station Area	As defined in Clause (xlv)
Manual	As defined in Clause (xlvi)

Ministry of Railways / MOR	As defined in Clause (xlvii)
Member	As defined in Clause (xlviii)
Net Worth	As defined in Clause (xlix)
Nodal Officer	As defined in Clause (l)
PPP	As defined in Clause (li)
Performance Guarantee	As defined in Clause (lii)
Power of Attorney	As defined in Clause (liii)
Premium	As defined in Clause (liv)
Project	As defined in Clause (lv)
Project Site	As defined in Clause (lvi)
Qualification	As defined in Clause (lvii)
Railway Operational Activities	As defined in Clause (lviii)
Railway Station	As defined in Clause (lix)
Railway Station Project	As defined in Clause (lx)
Re. or Rs. or INR	As defined in Clause (lxi)
Redevelopment Land	As defined in Clause (lxii)
Redevelopment Project	As defined in Clause (lxiii)
Rserve Premium	As defined in Clause (lxiv)
Reserved Railway Land	As defined in Clause (lxv)
Right of First Refusal	As defined in Clause (lxvi)
Scheduled Bank	As defined in Clause (lxvii)
SCSFMA	As defined in Clause (lxviii)
Selected Project Proponent	As defined in Clause (lxix)
SPC	As defined in Clause (lxx)
Station Development / Station Development Project	As defined in Clause (lxxi)
Station Development Land	As defined in Clause (lxxii)
Station Facility Management Agreement	As defined in Clause (lxxiii)
Technical Capacity	As defined in Clause (lxxiv)
Technical Proposal	As defined in Clause (lxxv)
Term of SFMA	As defined in Clause (lxxvi)
Threshold Technical Capability	As defined in Clause (lxxvii)
Total Project Cost	As defined in Clause (lxxviii)

BOO	Build-Own-Operate
BOLT	Build-Own-Lease-Transfer
BOT	Build - Operate - Transfer
BOOT	Build – Own - Operate - Transfer
EPC	Engineering-Procurement-Construction
FSI	Floor Surface Index
FAR	Floor Area Ratio
NOC	No Objection Certificate
OECD	Organisation for Economic Co-operation and Development
OHE	Over Head Equipment
SRMS	Station Redevelopment Management System
S&T	Signal and Telecommunication



IV. DEFINITIONS

Unless the context otherwise requires, the terms not defined in this Bid Document, but defined in the Invitation Document for this Project shall have the meaning assigned thereto in the Invitation Document.

In this Bid Document, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- (i) **“Annual Lease Rent”** shall have the meaning ascribed to it in Clause 2.21.2.
- (ii) **“Applicable Laws”** shall mean all treaties, covenants, laws, bye-laws, statutes, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, rulings, rule of law, decrees or other requirements or official directives, clearances, approvals or similar form of decision of any Government Authority or person acting under any Government Authority and / or of any statutory authority in the Republic of India including inter-alia the Railways Act, 1989, other applicable laws and rules and regulations notified or to be notified thereunder; including the rules and regulations notified or to be notified thereunder;
- (iii) **“Associate”** means, in relation to a Bidder/ Consortium Member, a person who directly or indirectly, controls, is controlled by, or is under the common control with such Bidder/ Consortium Member. 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 percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract or otherwise;
- (iv) **“Authority”** means Zonal Railway having jurisdiction of Railway Station, Ministry of Railways, Government of India and specified in Clause 1.1.1(d);
- (v) **“Bids”** means financial-cum-commercial offers submitted by Bidders in respect of Project in response to this Bid Document, in accordance with this Bid Document and other documents provided by the Authority;
- (vi) **“Bid Document”** means this document issued by the Authority and comprising of Volumes I and II, the purpose of which is to provide interested Bidders with information related to Bid Stage that may be useful to them in formulation of their Eligibility Proposal and Financial Bids and invite from them Eligibility Proposals and Financial Bids for this Project, and shall include any modifications, amendments or alterations or clarifications thereto;
- (vii) **“Bid Due Date”** means the last date and time for submission of Bid;
- (viii) **“Bid Security”** means the amount specified in Clause 2.20 of this Bid Document, which a Bidder will be required to deposit along with its Bid to secure the performance of any obligation under this Bid Document;
- (ix) **“Bid Stage”** means the second stage of Bidding Process for inviting Bids;

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- (x) **“Bidders”** mean the Bidders who meet the Technical and Financial Capacity and are participating in the Bid Stage of this Project;
- (xi) **“Bidding Documents”** collectively means Invitation Document, this Bid Document and any other documents as may be provided by the Authority;
- (xii) **“Bidding Process”** means the two-stage process adopted by the Authority for selection of the Developer for this Project;
- (xiii) **“Commercial Development Project”** shall mean the development, construction, finance, operation and maintenance of the assets developed on the Reserved Railway Land and commercial air space including commercial spaces, if any, at Railway Station;
- (xiv) **“Conflict of Interest”** shall have the meaning ascribed to it under Clause 2.2.1(c);
- (xv) **“Consortium”** means a group of two or more entities, that have come together to jointly submit the Bid in response to this Bid Document of this Project;
- (xvi) **“Court”** shall mean the Court of competent jurisdiction of the State in which the Railway Station is located;
- (xvii) **“Date of Commercial Operation” or “Commercial Operations Date”** shall mean the later of the date on which the completion certificate is issued by the local Government Authority or date on which the Completion Clearance is issued by the Authority that Commercial Development Project is ready for business operations as per the Development Agreement;
- (xviii) **“DBFOT”** means Design, Build, Finance, Operate and Transfer;
- (xix) **“Detailed Project Report” / “DPR”** means the detailed project report submitted to the Authority by the Selected Project Proponent for Station Development Project and Redevelopment Project, provided at Volume II;
- (xx) **“Developer”** means the Special Purpose Company incorporated by the Selected Bidder prior to execution of the Development Agreement, who shall be responsible for Project execution;
- (xxi) **“Development Agreement”** means a development agreement to be entered into between the Developer and the Authority in the form provided by the Authority and the draft of which is part of the Bid Document and provided at Volume II;
- (xxii) **“DPR Compensation”** shall have the meaning ascribed to it under Clause 2.22.1;
- (xxiii) **“Eligible Experience”** means the experience as specified in this Bid Document, essential for qualification and eligibility under this Bid Document;
- (xxiv) **“Eligible Projects”** shall mean and include projects as per Clauses 3.3.1 reflecting the technical experience of the Bidder, essential for qualification under the Bid Document;

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- (xxv) “**Entity**” shall mean an entity capable to enter into a contract as per Applicable Laws and includes:
- (a) a company or body corporate;
 - (b) an association or body of individuals, whether incorporated or not;
 - (c) a natural person; or
 - (d) an artificial juridical person
- (xxvi) “**Estimated Project Cost**” means the sum total of Estimated Cost of Station Development Project, Estimated Cost of Redevelopment Project and Estimated Cost of Commercial Development Project as provided in the DPR;
- (xxvii) “**Estimated Cost of Station Development Project**” means the estimated cost for Station Development Project as provided in the DPR;
- (xxviii) “**Estimated Cost of Redevelopment Project**” means the estimated cost for Redevelopment Project as provided in the DPR;
- (xxix) “**Estimated Cost of Commercial Development Project**” means the estimated cost for Commercial Development Project as provided in the DPR;
- (xxx) “**Experience Score**” means score for an Eligible Project calculated as eligible payments and/or receipts specified in Clause 2.2.2(A) of this Bid Document, divided by one crore and then multiplied by the applicable factor given in the Table under Clause 3.3.6 of this Bid Document. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score;
- (xxxi) “**Financial Capacity**” means the prescribed average gross annual revenues for the last 3 (three) financial years immediately preceding the Bid Due Date or the prescribed Net Worth of the Bidder at the close of the financial year immediately preceding the Bid Due Date;
- (xxxii) “**Financial Close**” shall have the meaning as ascribed to it in the Development Agreement;
- (xxxiii) “**Government Authority**” shall mean the Government of India, the respective State Governments, local government and any other government authority, statutory authority, government department, agency, authority, commission, board, tribunal, court or other law, rule or regulation making entity or instrumentality pertaining to having and/or purporting to have jurisdiction for exercising executive, legislative, judicial, regulatory or administrative functions on behalf of the Republic of India;
- (xxxiv) “**Highest Bid**” means the Bid offered by Highest Bidder to Authority pursuant to Bid invited by Authority;
- (xxxv) “**Highest Bidder**” means the eligible Bidder who is offering the highest Premium to Authority;
- (xxxvi) “**Indicative Project Cost**” means the indicative project cost for Station Development and Redevelopment Project as indicated in this Bid Document;

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- (xxxvii) **“Invitation Document”** means the Invitation for Qualification and Technical Proposal document, as specified to it Clause 1.1.1(d) and issued by the Authority, the purpose of which was to provide interested applicants with information related to Invitation Stage useful to them in formulation of their Eligibility Proposal and Technical Proposal and invite from them Eligibility Proposals and Technical Proposals and includes any addenda, modifications, amendments, alterations or clarifications thereto;
- (xxxviii) **“Invitation Stage”** means first stage of *the* Bidding Process calling for Applications for Eligibility Proposals and Technical Proposals from interested entities;
- (xxxix) **“Joint Bidding Agreement”** means a binding agreement which all Members of a Consortium shall be required to enter into in the form as *specified* at Bid Form-IX of this Bid Document, for the purpose of submitting the Bid;
- (xl) **“Lead Member”** means one Member nominated by other Members of the Consortium to act as the leading member of the Consortium *and* who shall, have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPC. The nomination of Lead Member shall be supported by a Power of Attorney, as per the format at Bid Form-VIII of this Bid Document, signed by all the other Members of the Consortium in favour of Lead Member;
- (xli) **“Lease Period”** shall have the meaning ascribed to it in the Development Agreement;
- (xlii) **“Lease Premium”** shall have the meaning ascribed to it in Clause 2.21.1;
- (xliii) **“Letter of Award”** / **“LOA”** means letter of award to be issued by Authority to the Selected Bidder, pursuant to acceptance of the Bid by the Authority;
- (xliv) **“License Fee”** shall have the meaning ascribed to it in Clause 2.21.3;
- (xlv) **“Licensable Station Area”** shall have the meaning as ascribed to it in the Station Facility Management Agreement;
- (xlvi) **“Manual”** means the Manual of Standards and Specifications for Railway Stations for Development of World class Stations through Public Private Partnership issued by the MOR;
- (xlvii) **“Ministry of Railways”** / **“MOR”** means the Ministry of Railways, Government of India;
- (xlviii) **“Member”** means each individual entity that is a member of a Consortium;
- (xlix) **“Net Worth”** means (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders) and where the Bidder is other than a company / body corporate Net Worth means assets less liabilities;
- (l) **“Nodal Officer”** shall mean the nodal officer designated by Authority to represent the Authority in its dealings with the Applicants/Bidders, as the case may be, to perform tasks

such as providing information, responding to enquiries, issuing clarifications, calling conferences, etc. in respect of the Bidding Process;

- (li) **“PPP”** means Public Private Partnership;
- (lii) **“Performance Guarantee”** shall mean the performance guarantee(s) in the form of a bank guarantee issued by a Scheduled Bank having a net worth of at least Rs.1,000 crore (Rupees One Thousand Crore) in favour of the Authority in the format prescribed under the Development Agreement and required to be submitted by the Selected Bidder/ Developer to the Authority as per the terms of the Development Agreement;
- (liii) **“Power of Attorney”** means the duly stamped and notarized special power of attorney to be given by the Bidder as per format at Bid Form-VII and by the Members of a Consortium in favour of the Lead Member as per the format at Bid Form-VIII;
- (liv) **“Premium”** means the consideration/payment to be made by the Developer to the Authority as per the terms of the Development Agreement, in the form of Lease Premium and Annual Lease Rent for grant of lease rights for Commercial Development Project;
- (lv) **“Project”** means the development of Railway Station and includes all works related to, or incidental to, or required to be undertaken upon the Project Site and includes the Station Development, Redevelopment Project and Commercial Development Project as required to be undertaken by the Developer on DBFOT (Design, Build, Finance, Operate and Transfer) basis in accordance with the provisions of the Development Agreement and Applicable Laws;
- (lvi) **“Project Site”** mean collectively the Station Development Land, Redevelopment Land, airspace / built up space at Station Development Land and Reserved Railway Land put together which Authority intends to offer for development and on which this Project is to be implemented;
- (lvii) **“Qualification”** means qualification and eligibility of interested Bidders that make in accordance with the provisions of this Bid Document;
- (lviii) **“Railway Operational Activities”** shall mean the train operations and Railway development activities/ works broadly as indicated in the Manual and more particularly set out in the Development Agreement, that are excluded from the scope of this Project;
- (lix) **“Railway Station”** means Railway Station as set out in Clause 1.1.1 (d), development of which is proposed and in respect of which this Bid Document is being issued by the Authority;
- (lx) **“Railway Station Project”** shall have the meaning as ascribed to it in Clause 2.2.1 (e);
- (lxi) **“Re.” or “Rs.” or “INR”** means Indian Rupee;
- (lxii) **“Redevelopment Land”** shall mean the land as described in Detailed Project Report on which the Redevelopment Project is to be constructed/carried out by the Developer;

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- (lxiii) **“Redevelopment Project”** shall mean the development of new assets and project utilities required to be undertaken at the Redevelopment Land, including assets and utilities for relocation of existing railway colony/staff quarters, service buildings, and other amenities that exist at the Project Site and the Reserved Railway Land but are required to be relocated to the Redevelopment Land;
- (lxiv) **“Reserve Premium”** shall mean the NPV of Lease Premium and Annual Lease Rent offered by the Selected Project Proponent as recorded in the LOI issued to Selected Project Proponent and specified in clause 1.1.1. (d);
- (lxv) **“Reserved Railway Land”** shall mean the land as described in Detailed Project Report whose real estate potential is offered by Authority to be leveraged on as is where is basis by the Developer;
- (lxvi) **“Right of First Refusal”** shall have the meaning ascribed to it in Clause 3.7.3;
- (lxvii) **“Scheduled Bank”** shall mean Scheduled Bank in India as defined under Section 2(e) of the Reserve Bank of India, 1934;
- (lxviii) **“SCSFMA”** shall mean special conditions of the Station Facility Management Agreement as specified in the Station Facility Management Agreement;
- (lxix) **“Selected Project Proponent”** shall mean the shortlisted Applicant whose Technical Proposal has been finally selected at Invitation Stage and who has submitted the Detailed Project Report;
- (lxx) **“Special Purpose Company”** or **“SPC”** means the special purpose company, to be incorporated by the successful Bidder as per the Authority’s requirements under the Companies Act, 2013 and any amendments thereto, for implementation of this Project as per terms herein;
- (lxxi) **“Station Development”** / **“Station Development Project”** shall mean the development/redevelopment, construction and/or modernization of Railway Station (including station buildings, platforms, passenger areas, concourse areas and waiting areas), service buildings, passenger amenities and other utilities and amenities over the Station Development Land and wherever required, will include Redevelopment Project;
- (lxxii) **“Station Development Land”** shall mean the land on which Station Development is to be carried out, as detailed in the Detailed Project Report;
- (lxxiii) **“Station Facility Management Agreement”** shall have the meaning as ascribed to it in the Development Agreement;
- (lxxiv) **“Technical Capacity”** means the prior technical experience of the Bidder as per the requirements at Clause 3.3 of the Bid Document;
- (lxxv) **“Technical Proposal”** means the technical proposal with respect to Station Development submitted by Applicants in response to the Invitation Document;
- (lxxvi) **“Term of SFMA”** shall have the meaning as ascribed to it in the Station Facility Management Agreement;
- (lxxvii) **“Threshold Technical Capability”** means the minimum technical capacity equal to the

amount as specified at Clause 2.2.2(A);

(lxxviii) **“Total Project Cost”** means the project cost of the Commercial Development Project, Redevelopment Project and the Station Development Project taken together and as more clearly defined in the Development Agreement.



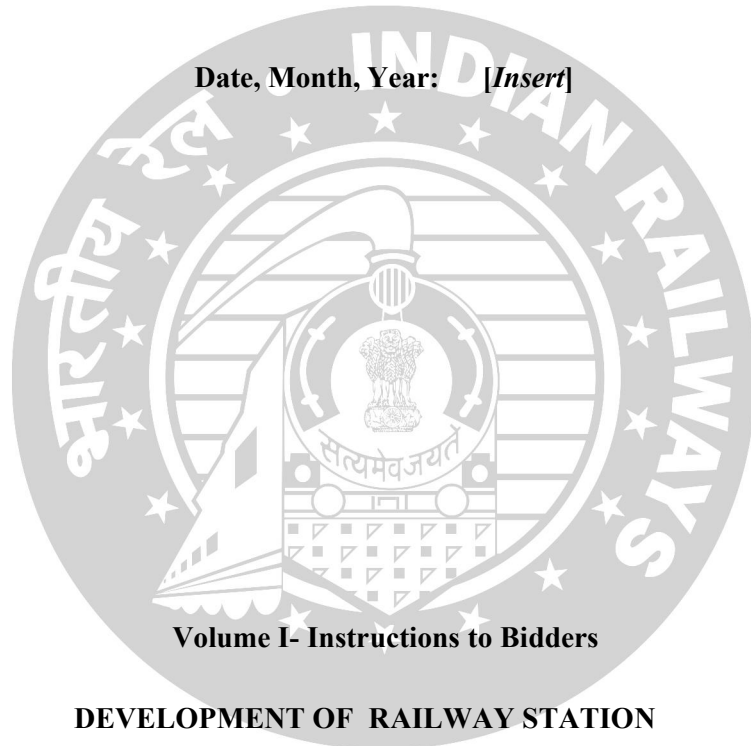
REQUEST FOR BIDS

FOR

DEVELOPMENT OF *[INSERT NAME OF STATION]* RAILWAY STATION

(Bid Document No: *[insert document number]*)

Date, Month, Year: *[Insert]*



DEVELOPMENT OF RAILWAY STATION

1 INTRODUCTION

1.1 Background

1.1.1 Brief Background

- (a) The Ministry of Railways (“**MOR**”) has decided to develop/redevelop certain identified ‘A-1’ and ‘A’ category railway stations across India through private participation, on ‘as is where is’ basis, in order to bring railway stations up to international standards and providing the comfort and convenience to passengers and other stakeholders. A list of identified ‘A-1’ and ‘A’ category railway stations is provided on www.indianrailways.gov.in. Railways has uploaded certain preliminary information and details in Station Redevelopment Management System (SRMS) on the www.indianrailways.gov.in website for certain ‘A-1’ and ‘A’ category stations.
- (b) The redevelopment of railway stations will primarily consist of upgrading the level of passenger amenities by new constructions/renovations and include redevelopment of station buildings, platform surfaces, circulating area, etc., to better serve the needs of the passengers. Towards this pursuit, MOR has laid down the guidelines, standards and specifications for the redevelopment of existing railway stations to bring them up to International Standards and providing the comfort and convenience to passengers and other stakeholders. Interested Bidders are advised to refer to the Manual (Manual of Standards and Specifications for Railway Stations’ for Development of World class Stations through Public Private Partnership) provided on the website www.indianrailways.gov.in, which provides direction and clear focus on design, operational philosophies and performance standards for passenger safety, security, comfort and desired levels of service in a modular, sustainable and environmentally responsible construction management approach. MOR has been issuing guidelines from time to time with respect to undertaking works for providing passenger amenities and facilities at railway stations across India through private participation, which can be accessed at www.indianrailways.gov.in.
- (c) As a part of the aforesaid mandate, Authority seeks the participation of Entities for the development of the Railway Station including *inter alia* designing, engineering, financing, procurement and construction of the same as well as operation, management and maintenance of non Railway Operational Activities thereof and all works related thereto, or incidental to, or required to be undertaken in accordance with and subject to the provisions of the Development Agreement and Applicable Laws, and Commercial Development Project, as required to be undertaken on DBFOT (Design, Build, Finance, Operate and Transfer) basis (the “**Project**”), and has decided to carry out the bidding process for selection of an Entity as the Developer to whom this Project may be awarded. It is clarified that Railway Operational Activities (e.g. train operations, parcel and ticketing activities, passenger and goods movement, OHE, S&T, track works etc.) are excluded from the scope of works comprised in this Project. This Project shall be developed by the Developer at its own cost and expenses as per the DPR and specifications of the Authority and the Total Project Cost shall be borne and paid exclusively by the Developer. The capacities and investments to be made by the Developer shall never be lesser than those proposed in the DPR. The conditions precedent and the milestones to be achieved by the Selected Bidder/Developer shall be as set out in the Development Agreement.
- (d) Brief particulars of this Project are as follows¹:

¹ Instructions for customization of this Bid Document by Authority:

This Model Bid Document may be customised for Project-specific use in accordance with the instructions below:

(1) All Project-specific provisions and particulars in this Bid Document have been enclosed in square parenthesis and are

i)	Station Project	Development of <i>[insert name of station]</i> Railway Station located <i>[insert]</i> under <i>[insert]</i> Zonal Railway
ii)	Bid Document No.	<i>[insert Bid Document No. and date]</i>
iii)	Indicative Project Cost (In Rupees crore) (excluding cost of Commercial Development Project)	<i>[insert]</i> ²
iv)	Name of Railway Station	<i>[insert name of station]</i>
v)	City	<i>[insert name of city]</i>
vi)	State	<i>[insert name of state]</i>
vii)	Railway Division	<i>[insert name of railway Division]</i>
viii)	Zonal Railway	<i>[insert name of zonal railway]</i>
ix)	Invitation Document No.	<i>[insert Invitation Document No. and date]</i>
x)	Selected Project Proponent	<i>[insert]</i>
xi)	NPV of Lease Premium and Annual Lease Rent offered by Selected Project Proponent (Reserve Premium)	<i>[insert]</i>

- (e) In order to attain commercial viability of undertaking the Station Development Project, the Developer will be permitted to carry out commercial development of air space at the Station Development Land and leverage the real estate potential of the Reserved Railway Land the details of which are more clearly described in Detailed Project Report, and monetize such commercial development and ensure this Project is not only cost neutral for the Authority (including but not limited to cost of development of the Project, maintenance and management of facilities and mid term replacement of the utilities in the Station Development Project) but also ensure flow of non fare revenue for the MOR.

required to be filled in/modified, as necessary, by the Authority. After carrying out the required modifications, the square parenthesis should be removed by the Authority before issuing this Bid Document to prospective Bidders.

(2) The curly brackets / parenthesis in the Bid Forms in Bid Document are to be retained for the Bidder's reference and needful action.

(3) Serially numbered footnotes in this Bid Document are for the guidance of the Authority and should be omitted by the Authority before issuing this Bid Document to prospective Bidders,

(4) The footnotes marked in non-numerical character shall be retained in the Bid Document.

² Indicative Project Cost would be the same as specified in the Invitation Document. However Estimated Project Cost, based on which the Bid Security, DPR compensation and Performance Guarantees would be arrived at, is as set out in the DPR.

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- (f) It is further clarified that the Indicative Project Cost of the Project hereinabove currently excludes the cost of proposed commercial development of air space at the Station Development Land and/or commercial development on Reserved Railway Land and the Bidders are advised to go through the entire DPR carefully prior to submitting the Bid.
- (g) The Bid Stage was preceded by Invitation Stage in which Applications were invited for qualification and submitting their Technical Proposals in order to shortlist the best Technical Proposal for the design, concept and layout, Business Plan ideas for construction management, proposal for this Project (pertaining to Station Development and commercial development of airspace at Railway Station), commercial proposals and financial offers for the Commercial Development Project, Premium offered to be paid to the Authority, construction methodology, phasing plan, traffic blocks and station occupation requirements and Plan for replacement of existing structures and buildings on the surrounding land for Railway Station and Redevelopment works, if any involved, which will be handed over back to the Authority on completion of construction including for the specified component of Railway Station, which should ensure continuous and smooth train operations at the Railway Station during the execution process.
- (h) After evaluation of Technical Proposals of qualified Applicants, the Authority has finalised the Selected Project Proponent. The Selected Project Proponent has prepared and submitted a Detailed Project Report on the Technical Proposal submitted by it.
- (i) The Authority has taken in-principle approval from the relevant State/local level Government Authority for this Project. Copy of the in-principle approval is provided at Appendix-IV. The Change of Land Use/NOC for the development on Reserved Railway Land will be obtained by the Developer if required as per Applicable Laws, and the Developer shall be primary responsible for getting the final approval/NOCs. The Developer can not seek any claim or compensation from the Authority in case of any delay in getting such in-principle approval.
- (j) The normalized and finalized DPR contains technical aspects like outline specifications, detailed drawings for Railway Station, detailed Bill of Quantities, estimates, pricing and costing for undertaking the Station Development Project, details of existing and proposed commercial use of Reserved Railway Land, FSI/ FAR/ built-up area available on the Reserved Railway Land, and the same is available at [*insert address/ location of availability*³].
- (k) Now, the Authority intends to select a Bidder (the “**Selected Bidder**”) for awarding this Project, through an open competitive bidding process in accordance with the procedure set out in this Bid Document.
- 1.1.2 The Selected Bidder, through its SPC (the “**Developer**”), shall be responsible for designing, engineering, financing, procurement, development, construction, operation, management and maintenance of this Project at its own cost and expenses, under and in accordance with the provisions of a development agreement to be entered into between the Developer and the Authority (the “**Development Agreement**”) in the form provided by the Authority as part of the Bid Document. The draft of Development Agreement is annexed to this Bid Document at Volume II.
- 1.1.3 The scope of work will broadly include Station Development, Redevelopment Project and Commercial

³ Authority to insert address details of office where DPR will be made available.

Development Project (including development of air space) and Reserved Railway Land identified by Authority (specified in Detailed Project Report) and the operation, management and maintenance of non Railway Operational Activities thereof, as elaborated in the Development Agreement. The Developer shall develop and complete the Railway Station in specified time, stated in the Development Agreement, and thereafter maintain and handover back to Authority.

- 1.1.4 The Developer shall also at its cost & expense, manage and maintain specified segments of the Station Development Project during the period of construction and redevelopment of the Railway Station as well as post completion of the Station Development Project, under and as per the Station Facility Management Agreement, for the entire period set out in the Station Facility Management Agreement which forms a part of the Development Agreement and also appropriate the revenues generated therefrom subject to terms of the Development Agreement and the Station Facility Management Agreement. For detailed Scope of Work, the Bidders should refer to the Development Agreement (Volume-II of Bid Document).
- 1.1.5 It is anticipated that revenues realized by the Developer from commercial real estate development of land and air space, either at the Station Development Land or in the vicinity of the Station Development Land, as the case may be, would not only be sufficient to cover the entire cost of undertaking the Station Development, Redevelopment Project and Commercial Development Project, and such that the process of undertaking such Project is not only be cost neutral to the Authority (including but not limited to cost of development of the Project, maintenance and management of facilities and mid term replacement of the utilities in the Station Development Project) but also ensure flow of non fare revenue for the MOR and compensate the Authority for the revenue potential being assigned by the Authority to the Developer.
- 1.1.6 The details of the available Reserved Railway Land parcel/s is as set out in Detailed Project Report (including location, area, land use, permissible FSI/ FAR/ built-up area etc.) which will be offered by Authority to the Developer for undertaking Commercial Development. The details of the Reserved Railway Land are indicative and are subject to variation including variation in area according to actual measurement at the time of handing over of the Reserved Railway Land to the Developer. Such Reserved Railway Land parcels will be made available for undertaking commercial development project and the Developer will be granted long-term lease rights on Commercial Development Project for a Lease Period (including construction period) as more specifically provided in the Development Agreement, on terms and conditions stipulated in the Development Agreement. It may be noted that this is an operational Railway Station and there are number of private vendors in the Railway Station premises at various locations providing services to the passengers. They are operating under commercial lease/license terms. They may have to be provided alternative arrangement, as required by Authority, till the expiry of their respective lease/license periods. Existing contracts will be novated in favour of the Developer, as per terms of the Development Agreement, and shall be honoured by the Developer and after expiry only the fresh commercial contracts/arrangements may be decided by the Developer, in consultation with the Authority. The list of vendors along with the status of their commercial lease/licence is provided in Detailed Project Report.
- 1.1.7 It is clarified that the Reserved Railway Land parcel/s or part thereof shall not be mortgaged by the Developer in any manner whatsoever. However, for raising finances through debt/equity, the Developer will have development rights and limited rights to create encumbrance on its development rights subject to and as per the Development Agreement. Further, the Commercial Development Project including but not limited to structures, buildings, assets, utilities and facilities constructed on Reserved Railway Land parcels shall vest with the Authority after expiry of the Lease Period or earlier termination, as the case may be, and the Authority shall be deemed to have acquired all rights, title and interest in such assets,

free from any encumbrances, charges or lien, whatsoever, and no compensation/residual value shall be payable by the Authority to the Developer in this respect.

- 1.1.8 The Selected Bidder will be required to incorporate the SPC and meet the requisite conditions precedent laid out in the Development Agreement. The Selected Bidder will cause the SPC to execute the Development Agreement and the SPC will be permitted to undertake Station Development, Redevelopment Project and Commercial Development Project on identified Reserved Railway land and commercial development of air space available at Station Development Land, and appropriate revenues therefrom subject to terms and conditions of the Development Agreement.
- 1.1.9 The Estimated Cost of Station Development Project, Estimated Cost of Redevelopment Project and Estimated Cost of Commercial Development Project has been specified in the finalised DPR. However, the Bidders shall make their own assessment of actual costs of implementation and execution of the entire Project independently. The Developer shall bear and be responsible for payment of all taxes and duties license fees, charges, surcharge, including customs duty, excise duty, sales tax, service tax, VAT, and /or any other applicable tax or duty, to the appropriate governmental agency responsible for collecting such taxes, duties and charges as per Applicable Laws.
- 1.1.10 The Development Agreement sets forth the detailed terms and conditions for the grant of this Project to the Developer, including the scope of the Developer's services and obligations.
- 1.1.11 The statements and explanations contained in this Bid Document are intended to provide a better understanding to the Bidders about the subject matter of this Bid Document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer set forth in the Development Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the contract to be awarded pursuant to this Bid Document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Bid Document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.12 The Authority shall receive Bids pursuant to this Bid Document in accordance with the terms set forth in this Bid Document and other documents provided by the Authority pursuant to this Bid Document, as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid Due Date.

1.2 **Brief description of Bidding Process**

1.2.1 Brief description of Bidding Process is as under:

- (a) The Authority has adopted a two-stage process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of this Project. The first stage of the process i.e., the Invitation Stage involved inviting Applications from interested parties/Consortia for Eligibility Proposals and Technical Proposals in accordance with the provisions of the Invitation Document (the "Applicant", which expression shall, unless repugnant to the context, include the Members of the Consortium) for selection of 'Selected Project Proponent' and finalisation of the Detailed Project Report.
- (b) Pursuant to the Invitation Stage, the Authority has finalised the Selected Project Proponent and the Detailed Project Report. Details of the Selected Project Proponent are provided in the

Detailed Project Report.

- (c) In the Bid Stage, the Bidders are eligible to participate through open competitive bidding process and are being called upon/ invited to submit their financial offers, which shall not be lower than the Reserve Premium, for airspace and commercial development over Station Development Land, Redevelopment Project and Commercial Development Project, (the "**Bids**") in accordance with the terms specified in this Bid Document.
 - (d) At the Bid Stage, the evaluation and selection process will proceed as follows:
 - (i) Initially the Authority will evaluate the Technical and Financial Capacity of the Bidders to assess their Qualification and shortlist the qualified Bidders.
 - (ii) Thereafter, the Financial Bids of only qualified Bidders (i.e. who meet the Technical Capacity and Financial Capacity) shall be opened for evaluation by the Authority, for selecting the Developer to whom this Project shall be awarded.
 - (e) The Bid Document for this Project, including the documents under Volume II, shall be available at Authority's office, [insert address] and online at [insert weblink]⁴ of Zonal Railway on working days between [insert time], from the date of Bid Notice onwards till the Bid Due Date. However to participate under this Bid Document, along with its Bid, every Bidder shall pay to the Authority a non-refundable sum of [Rs.50,000/- (Rupees Fifty Thousand only)]⁵ as Bid Document fee in the form of pay orders / demand draft/ banker's cheque issued by a Nationalized or Scheduled Bank in India, in favour of "[insert details for payment]" payable at [insert location] (the "**Bid Document Fee**").
 - (f) In case the Bidder downloads the Bid Document from the website mentioned above then, the Bidder must submit the Bid Document Fee along with the Bid. Bids unaccompanied by either the Bid Document Fee or the receipt of submission of the same (in case the document has been purchased by the Bidder from the Authority on payment basis) will be summarily rejected. The Bid shall be valid for a period of [365 (three hundred and sixty five)]⁶ days from the Bid Due Date.
- 1.2.2 Further, GOI has issued guidelines (see Appendix-1 of this Bid Document) for qualification of prospective 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 any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to participate in the Bid, and should give an undertaking to this effect in the format at Bid Form-I.
- 1.2.3 This Bid Document includes the draft of Development Agreement for this Project along with Schedules, General Conditions of Development Agreement (as defined in the Development Agreement), the Special Conditions of Development Agreement (as defined in the Development Agreement) and the Detailed Project Report. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this Bid Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 The Authority shall first determine whether each Bid received is responsive to the requirements of the Bid Document. Only those Bids that are responsive and meet the Technical and Financial Capacity shall be assessed and ranked by it for identifying the Highest Bidder, on the parameter of quantum of

⁴ Authority to fill.

⁵ May be revised as determined by the Authority basis the Indicative Project Cost.

⁶ Authority may decide.

Premium offered by such Bidder to the Authority. If the Financial Proposal of the Selected Project Proponent is higher than the Highest Bid then this Project will be awarded to the Selected Project Proponent. However, if the Financial Proposal of the Selected Project Proponent is lower than the Highest Bid then the Selected Project Proponent will have the Right of First Refusal (as per terms herein) and shall have an opportunity to match the Highest Bid quoted by the Highest Bidder, failing which the Highest Bidder will be awarded this Project. In case the Selected Project Proponent or the Highest Bidder, as the case may be, fails to fully fill the requirements of the Authority and/or fails to execute the Development Agreement the Authority may, in its discretion, annul the Bidding Process or take appropriate action as it deems fit, for which no clarification will be entertained by the Authority.

- 1.2.5 Bidders are free to quote any amount as Premium in the Bid Form-XI, provided the same shall not be lower than the Reserve Premium. The Authority reserves the right not to accept the Highest Bid in the event the same is below the expectation of the Authority. In the event of change in FSI/FAR/built-up area of Reserved Railway Land, the Premium shall accordingly get modified pro-rata as per the terms of the Development Agreement. In the event the Developer is allowed to build additional FAR in terms of any revision in FAR policy/ sanction by local governmental authority, the Developer will be required to pay additional Premium computed as per the provisions of the Development Agreement.
- 1.2.6 The Reserved Railway Land will be made available for undertaking the commercial development project and the Developer will be granted long-term lease rights on the Commercial Development Project for a Lease Period (including construction period). However the Developer shall only have right of way to the Station Development Land, Redevelopment Land for the purposes of undertaking Station Development and Redevelopment works respectively, in terms of the Development Agreement. The Developer shall be liable to pay to the Authority, the Premium as part of the consideration as detailed in this Bid Document and the Development Agreement which shall be payable to Authority, in the mode and manner as specified in the Development Agreement.
- 1.2.7 Further details of the process to be followed at the Bid Stage and requirements and the terms thereof are spelt out hereinafter.
- 1.2.8 Any queries or request for additional information concerning this Bid Document shall be submitted in writing or by fax and e-mail to the nodal officer designated in Clause 2.11.4 below. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: Bid Document No. [insert Bid Document reference No.]- Request for Bid for Development of [insert name and location of station]⁷ Railway Station"

1.3 Schedule of Bidding Process

- 1.3.1 The Bidding Process schedule for this stage will be as follows:

S. No.	Bid Stage	Scheduled date
1	Notice for calling/inviting Bids	X [insert date]
2	Site Visit	W = X + [insert number of days]
3	Pre-Bid meeting	W+[insert number of days] at [insert Time] hrs
4	Last date of receiving queries	W+[insert number of days]

⁷ Authority to insert name and location of Railway Station

5	Authority response to queries latest by	[insert date]
6	Bid Due Date/last date of submission of Bid	[insert date] upto ____ hours
7	Opening of Bids	At ____ hours on Bid Due Date



2 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

2.1.1 Scope of Bid- At the Bid Stage, the Authority wishes to receive Bids comprising the following:

- (a) Eligibility Proposal from Bidders, in order to shortlist experienced and capable Bidders; and
- (b) Financial Bid comprising of Premium from each Bidder for Project.

2.1.2 No Bidder shall submit more than one Bid for this Project. 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 Consortium, as the case may be.

2.1.3 The Bidders are expected to carry out at their own cost surveys, investigations and other detailed examination of this Project and DPR before submitting their Bids.

2.1.4 Notwithstanding anything to the contrary contained in this Bid Document, the detailed terms specified in the draft Development Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Development Agreement.

2.1.5 The Eligibility Proposal of the Bid should be furnished only in the formats at Bid Forms I to X and Bid Form-XII attached to this Bid Document and Financial Bid of the Bid should be furnished only in the format at Bid Form-XI with amount in both figures and words, in Indian Rupees and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.6 The Financial Bid shall consist of a Premium to be quoted by the Bidder. The Premium shall be a sum quoted by the Bidder and payable by the Selected Bidder/Developer to the Authority for award of this Project, as per the terms and conditions of this Bid Document and the provisions of the Development Agreement. It is clarified that taxes, duties, levies etc., as applicable from time to time, shall be payable by the Bidder in addition to the amount of the Premium quoted in its Financial Bid to the Authority or the statutory authorities as the case may be. The Premium to be quoted by the Bidders in their Bid shall be for the construction, operation and maintenance of the Commercial Development Project as permitted under the Development Agreement as per the built-up area of Commercial Development Project presently expected to be developed. In the event, the Developer proposes to build higher / additional built up area in the Commercial Development Project in terms of any revision of FAR/FSI/built up area by any Government Authority or otherwise at any time during the Lease Period, the Developer shall be required to pay additional Premium computed as per in the provisions of the Development Agreement.

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- 2.1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language. All the documents comprising the Bid (signed wherever required) shall be submitted on or before the Bid Due Date in the prescribed format given in this Bid Document. No other mode of submission is acceptable. Bid Parameter duly filled in is to be submitted in the format provided in Bid Form-XI in the name of “Financial Bid”. Representative of the Bidder, who chooses to attend, may attend the opening of the Financial Bids. However, such representatives shall be allowed to attend the opening of the Bids, only, if such person presents the letter of authority issued in his name by the Bidder on his letter head.
- 2.1.9 Documents mentioned to be submitted in this Bid Document to the Authority are required to be submitted by the Bid Due Date.
- 2.1.10 The Bidding Documents including this Bid Document and all attached documents, provided by the Authority are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information 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 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.
- 2.1.11 This Bid Document is not transferable.
- 2.1.12 Any award of this Project pursuant to this Bid Document shall be subject to the terms of Bidding Documents.
- 2.1.13 **Other conditions**
The Bidder, by submitting this Bid, shall be deemed to acknowledge and agree that for the Station Facility Management Agreement, if required, it shall enter into an operation & maintenance agreement with an entity having the specified experience and/ or hire qualified trained personnel for operation and maintenance of Station Area (as defined in the Station Facility Management Agreement) in accordance with the provisions of the Station Facility Management Agreement.
- 2.2 **Eligibility of Bidders**
- 2.2.1 For determining the eligibility of Bidders, for their qualification hereunder, the following shall apply:
- (a) The Bidder for qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement this Project. However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

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- (b) A Bidder may be a natural person, public or private entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6.
- (c) **Conflict of Interest:-** 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 disqualified. In case the Bidder conceals the fact of Conflict of Interest in the undertaking to be submitted as per Appendix-V the Bid Security deposited by it shall be forfeited by the Authority. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) such Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common Controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof or any shareholder thereof having a shareholding of less than 10% (ten 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, as the case may be, is less than 10% (ten per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is Controlled by a person through management Control or otherwise, the entire shareholding held by such Controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such Controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise Control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or
 - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (v) 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
 - (vi) 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 this Project.

- (d) A Bidder shall be liable for disqualification and forfeiture of its Bid Security if any legal, financial or technical adviser of the Authority in relation to this Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to this Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Development Agreement. In the event any such adviser is engaged by the Selected Bidder or the Developer, as the case may be, either before or after issue of the LOA or execution of the Development Agreement for matters related to or incidental to this Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Development Agreement and without prejudice to any other right or remedy which the Authority may have under the LOA or the Development Agreement, as the case may be, including the forfeiture and appropriation of the Bid Security or Performance Guarantee and Security Deposit, as the case may be, the LOA and/or the Development Agreement, 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 Developer 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 6 (six) months prior to the date of issue of this Bid Document. Nor will this disqualification apply where such adviser is engaged after a period of 2 (two) years from the Date of Commercial Operation of this Project.

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

- (e) The Bidder, its Members or any of its / its Member's Associate (whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with this Bid Document) shall not be engaged in or hold equity in any entity that is engaged in implementation of more than [5 (five)]⁸ Railway Station Project whose Commercial Operation Date has not been achieved on the Bid Due Date.

For the purpose of this Sub-clause 'Railway Station Project' shall mean any of the railway station under category A-1 or category A identified and provided on www.indianrailways.gov.in and which the MOR has decided to develop/redevelop through private participation

2.2.2 To be eligible for qualification and short-listing and for evaluation of its Financial Bid, a Bidder shall fulfill the following conditions of eligibility:

- (A) **Technical Capacity:** For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 5 (five) financial years immediately preceding the Bid Due Date, have:
- i. paid for, or received payments for, construction of Eligible Project(s) in Category 3 and/or Category 4 specified in Clause 3.3.1 and 3.3.4; and/or
 - ii. paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in

⁸ This number will be as decided by Authority.

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- Clause 3.3.1; and 3.3.3; and/ or
- iii. collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.3.1,

such that the sum total of the above, as further adjusted in accordance with Clause 3.3.6 and 3.3.7, as applicable, is more than Rs.[Insert] Crores⁹ (the “**Threshold Technical Capability**”).

- (B) **Financial Capacity:** The Bidder shall have either (i) a minimum Net Worth of [Insert] Crores¹⁰ at the close of the financial year immediately preceding the Bid Due Date or (ii) average gross annual revenue of Rs. [insert] crores¹¹ in the last 3 (three) financial years immediately preceding the Bid Due Date (hereinafter collectively referred to as “**Financial Capacity**”). In case of a Consortium, the combined Technical Capacity and Financial Capacity of those Members, whose experience is proposed to be evaluated for the purposes of this Bid Document and who shall have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPC, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the Date of Commercial Operation of this Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPC; and (ii) 5% (five per cent) of the Estimated Project Cost specified in the Development Agreement. Also the Lead Member of the Consortium should meet/demonstrate at least 50% (fifty percent) of the Financial Capacity.

2.2.3 The Bidders shall enclose with its Eligibility Proposal, to be submitted as per the formats prescribed in this Bid Document, the following:

- (a) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 (five) years immediately preceding the Bid Due Date, in respect of the projects specified in Clause 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (b) certificate(s) from its statutory auditors specifying (i) average annual gross revenue for the last 3 (three) financial years immediately preceding the Bid Due Date or (ii) the net worth of the Bidder, as at the close of the financial year immediately preceding Bid Due Date, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Bid Document. For the purposes of this Bid Document, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders and where the Bidder is other than a company / body corporate, Net Worth means assets less liabilities.

In case duly certified audited annual financial statements containing explicitly the requisite

⁹ This figure would be at least two times of the Indicative Project Cost.

¹⁰ This figure would be at least 50% of the Indicative Project Cost.

¹¹ This figure would be equivalent to the Indicative Project Cost.

details are provided, a separate certification by statutory auditors would not be necessary in respect of this Clause. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this document

- 2.2.4 The Bidder should submit a Power of Attorney as per the format at Bid Form-VII, authorising the signatory of the Bidder to submit the Bid.
- 2.2.5 The Bidder (whether a single entity or a Consortium), will be required to form an appropriate Special Purpose Company, incorporated under the Companies Act, 2013 and any amendments thereto (the “SPC”), to execute the Development Agreement and implement the Project, if it is the Selected Bidder and awarded the Project after the Bid Stage. The initial paid up and subscribed share capital of such SPC shall not be less than 5% (five percent) of the Estimated Project Cost. Further, such Bidder shall also be required to hold at least (a) 100% (one hundred percent) of the subscribed and paid up equity of the SPC at all times till signing of the Development Agreement and meeting of all the conditions precedents in terms of the Development Agreement; (b) 51% (fifty one per cent) of the subscribed and paid up equity of the SPC at all times until the second anniversary of the Commercial Operation Date of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, in accordance with the provisions of the Development Agreement; and (c) thereafter 26% (twenty six percent) of the subscribed and paid up equity of the SPC at all times till end of the term of Station Facility Management Agreement including any renewal thereof. It is clarified that in case the Bidder is an individual then for the purpose of forming the SPC he should hold at-least 99.9% shareholding in the SPC.
- 2.2.6 **Consortium** - In case the Bidder is a Consortium, it shall comply with the following additional requirements:
- (a) Number of members in a consortium shall not exceed 4 (Four) Members ;
 - (b) Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each Member of the Consortium;
 - (c) Members of the Consortium shall nominate one member as the lead Member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPC. The nomination(s) shall be supported by a Power of Attorney, as per the format at Bid Form-VIII, signed by all the other Members of the Consortium;
 - (d) The Bid should include a brief description of the roles and responsibilities of individual Members, particularly with reference to financial and technical obligations;
 - (e) An individual Bidder cannot at the same time be Member of a Consortium applying in this Bid. Similarly, a Member of a Consortium cannot be Member of other Consortium applying in this Bid;
 - (f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Bid Form-IX (the “**Joint Bidding Agreement**”), duly stamped and notarized, for the purpose of making the Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (i) Convey the intent to form an SPC with shareholding/ownership equity

commitment(s) in accordance with this Bid Document, which would enter into the Development Agreement and subsequently perform all the obligations of the Developer in terms of the Development Agreement, in case this Project is awarded to the Consortium;

- (ii) Clearly outline the proposed roles and responsibilities, if any, of each Member;
 - (iii) Commit the minimum equity stake to be held by each Member;
 - (iv) Commit that each of the Members, whose experience will be evaluated for the purposes of this Bid Document, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPC and shall further commit that each such Member shall, for a period of 2 (two) years from the Date of Commercial Operation of this Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, hold equity share capital not less than (aa) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPC; and (bb) 5% (five per cent) of the Estimated Project Cost specified in the Development Agreement;
 - (v) Members of the Consortium undertake that, in addition to sub-clause (iv) above, they shall collectively hold at least (aa) 100% (one hundred percent) of the subscribed and paid up equity of the SPC at all times till signing of the Development Agreement and meeting of all the conditions precedents in terms of the Development Agreement; (bb) 51% (fifty one per cent) of the subscribed and paid up equity of the SPC at all times until the second anniversary of the commercial operation date of this Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, in accordance with the provisions of the Development Agreement; and (cc) thereafter 26% (twenty six percent) of the subscribed and paid up equity of the SPC at all times till end of the term of the Station Facility Management Agreement including any renewal thereof; and
 - (vi) Include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Developer in relation to this Project until the Financial Close of this Project is achieved in accordance with the Development Agreement; and
- (g) Except as provided under this Bid Document and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.2.7 Any entity (the Bidder, its Member, or Associate was, either by itself or as Member of a consortium) which has been barred by the Central Government / State Government or any entity Controlled by it, from participating in any project (BOT, BOOT, DBFOT or otherwise), and where the bar subsists as on the Bid Due Date, or has been declared by the Authority as non-performer/blacklisted would not be eligible to submit a Bid, either individually or as Member of a Consortium.

2.2.8 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral

or judicial authority or a judicial pronouncement against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

2.2.9 In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium Member as the case may be.

2.2.10 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed Bid Forms is insufficient;
- (b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms; and
- (c) At the time of responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with this Bid Document.

2.2.11 While this Bid Document is open to persons from any country, the following provisions shall apply:

- (a) Participation from other Countries:
 - (i) Where, on the date of the Bid, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is Controlled by persons resident outside India; or
 - (ii) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or Control, by persons resident outside India, in or of the Bidder or its Member;

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

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

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- (c) The non-resident Bidders/Bidders from other countries/Bidders having any foreign investment/ holding shall be required to comply with applicable foreign exchange rules and regulations including but not limited to Foreign Exchange Management Act, 1999.
- (d) The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.
- 2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to such year(s) immediately preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 2.3 Change in composition of the Consortium**
- 2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Bid Stage except as set out herein.
- 2.3.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:
- (a) the Lead Member continues to be the Lead Member of the Consortium;
 - (b) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the qualification and short-listing criteria for Bidders; and
 - (c) the new Member(s) expressly adopt(s) the Bid already made on behalf of the Consortium as if it were a party to it originally, and is not a Bidder/Member/Associate of any other Consortium bidding for this Project.
- 2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit the application for such change in composition no later than 15 (fifteen) days prior to the Bid Due Date;
- 2.3.4 The modified/reconstituted Consortium shall submit a revised Joint Bidding Agreement as per Bid Form-IX as well as fresh Power of Attorney as per Bid Form-VIII, duly stamped and notarized, before the Bid Due Date.
- 2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c)(i) of Clause 2.2.1, a Bidder may, within 10 (ten) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.
- 2.3.6 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 Technical

Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the Bid Document, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith alongwith 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 Development Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Development Agreement, be deemed to be a breach of the Development Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Developer. In such an event, notwithstanding anything to the contrary contained in the Development Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Guarantee and Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.4 Cost of Bidding

- 2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. In the event the Bidder is identified as the Selected Bidder at the Bid Stage, it shall be solely responsible for all the costs associated with execution of the Development Agreement, including applicable stamp duty and registration fee etc. payable thereon. 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 It is the responsibility of the Bidders to submit their respective Bids after visiting the Project Land i.e. Station Development Land, Redevelopment Land and Reserved Railway Land and Bidders shall be deemed to have understood and ascertained for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them. The Authority assumes no responsibility or liability in respect thereof. Prior to carrying out Site visit, Bidder may contact Nodal Officer as per details given at Clause 2.11.4.

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

- (a) made a complete and careful examination of requirements, specifications, instructions and other information set forth in the Bidding Documents;
- (b) made complete and careful examination of the DPR and the Project requirements to determine the challenges, difficulties and matters incidental to performance of its obligations including but not limited to conditions of the Station Development Land, Reserved Railway Land, Applicable Laws and applicable permits, requirements to get clearances from various authorities and all other matters that might affect the Selected Bidder/ Developer's performance under the Development Agreement pursuant to the

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- Bidding Documents and Development Agreement;
- (c) determined to its satisfaction the nature and extent of all difficulties, hazards and risks involved in performance of the Project and accepts all such risks and responsibilities directly or indirectly connected with Project execution;
 - (d) received all relevant information requested from the Authority;
 - (e) 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 specified in Clause 2.5.1 above, Project and the Bidding Process;
 - (f) 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 this Project in accordance with the Bidding Documents and performance of all of its / Developer's obligations there under;
 - (g) 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 Development Agreement by the Developer.
 - (h) acknowledged that it does not have a Conflict of Interest; and
 - (i) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority does not accept any responsibility and shall not be liable for any omission, mistake, inaccuracies 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 Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority as their verification is the responsibility of the Bidder.

2.6 Verification and Disqualification

2.6.1 Notwithstanding anything contained in this Bid Document, the Authority reserves the right to accept or 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 thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids.

2.6.2 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document or the Bidding Documents 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 there under. Notwithstanding anything to the contrary contained in the Bid Document, the Authority may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Bid that does not constitute a material deviation or does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the Bid Document without any material deviation, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one that (a) affects in any substantial way, the scope, quality or performance of a

contract; (b) that limits, in any substantial way, inconsistent with the Bidding Documents, the Authority's right or the Selected Bidder's obligations under the contract; or (c) where rectification would unfairly affect the competitive position of other Bidders who are presenting responsive Bids.

2.6.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at anytime, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the times 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.

2.6.4 In case it is found during the evaluation or at any time before signing of the Development Agreement or after its execution and during the period of subsistence thereof, that one or more of the 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 Developer either by issue of the LOA or entering into of the Development Agreement, and if the Selected Bidder/SPC has already been issued the LOA or has entered into the Development Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Developer, as the case may be, without being liable any manner whatsoever to the Selected Bidder or Developer. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Guarantee and Security Deposit, 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 Development Agreement, or under Applicable Law, or otherwise.

B. DOCUMENTS

2.7 Contents of the Bid Document

2.7.1 This Bid Document comprises the Disclaimer set forth hereinabove, the contents as listed below, Bid Notice and will additionally include any Addenda issued in accordance with this Bid Document.

VOLUME I

INSTRUCTION TO BIDDER

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

BID FORMS

Bid Form-I :	Covering Letter for the Bid
Bid Form-II :	Details of Bidder
Bid Form-III :	Technical Capacity of the Bidder
Bid Form-IV :	Details of Eligible Projects
Bid Form-V(A):	Financial Capacity of the Bidder (Net Worth)
Bid Form-V(B):	Financial Capacity of the Bidder (Average Annual Gross Revenue)
Bid Form-VI :	Statement of Legal Capacity
Bid Form-VII :	Format for Power of Attorney for Signing of Bid
Bid Form-VIII:	Format for Power of Attorney for Lead Member of Consortium
Bid Form-IX :	Format for Joint Bidding Agreement for Consortium
Bid Form-X :	Format for Bank Guarantee for Bid Security
Bid Form-XI :	Format for Financial Bid
Bid Form-XII :	Checklist

APPENDICES

APPENDIX-I :	Guidelines of Department of Disinvestment
APPENDIX-II:	Indicative Format for Memorandum of Association of SPC
APPENDIX-III:	DPR Compensation
APPENDIX-IV:	Copy of In-Principle Approval of State Government/Local Authorities for this Project
APPENDIX-V:	Format for Undertaking of No “Conflict of Interest”
APPENDIX-VI:	Indicative Format for Letter of Award

VOLUME II

EXHIBIT I-	Draft Development Agreement & General Conditions of Development Agreement
EXHIBIT II -	Special Conditions of Development Agreement
EXHIBIT III:	Detailed Project Report

2.7.2 The exhibits in Volume II, the appendices in Volume I and other document(s) provided by the Authority as part of the Bidding Documents shall be deemed to be part of this Bid Document.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the Bid Document may notify the Authority in writing or by fax and e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process. The Authority shall endeavour to respond to the queries within the period specified therein. The Authority will upload all the queries and its responses thereto on the official website of Authority i.e. *[insert weblink]*¹² as per the Schedule of Bidding Process, along with the Addendum, if any.

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

¹² Authority to fill.

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 anyway or anymanner be binding on the Authority.

2.9 Amendment of Bid Document

- 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, modify the Bid Document by the issuance of Addenda.
- 2.9.2 Any Addendum issued hereunder will be uploaded on the web-site of the Authority i.e.[*insert weblink*]¹³ along with the amended / revised Bid Document before the Bid Due Date. All Bidders are therefore advised to see the website of Authority for any addendum/ amendment which shall be submitted along with the Bid and will be binding on all Bidders. No separate information will be issued either by post, fax or e-mail to prospective Bidders who have purchased the Bid Document.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

- 2.10.1 Language- The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.10.2 The Bidder shall provide all the information/ documents sought under this Bid Document by way of physical submission of original copy of the information/documents comprising the Bid to the Authority, on or prior to the Bid Due Date and also as mentioned in the Bid Notice. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects, as well as duly signed for submission. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.10.3 The Bid shall be typed in indelible ink and signed by the authorized signatory of the Bidder who shall also sign each page, in blue ink. In case of printed and published documents, only the cover shall be signed. All the alterations, omissions, additions or any other amendments made

¹³ Authority to fill.

to the Bid shall be signed by the authorised signatory of Bidder. The Bid shall be page numbered.

2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall submit the Bid as per the indicative format in Bid Forms as specified in this Bid Document and seal it in an envelope and mark the envelope as “**BID**”.

(a) First Envelope:

The Bidder shall submit the ‘Bid Security’ as prescribed or if the Bid Security is in the form of a Bank Guarantee, then as per Bid Form-X, Bid Document Fee or receipt thereof as the case may be and duly filled Checklist as per Bid Form-XII in the first envelope marked as “**BID SECURITY, BID DOCUMENT FEE AND CHECKLIST**”.

(b) Second Envelope:

The Bidder shall submit the Eligibility Proposal in prescribed formats (Bid Forms I to IX, whichever is applicable) along with enclosures and annexures. The Bidder shall seal the original and copy of the Eligibility Proposal, together with their respective enclosures, in separate envelopes duly marking the envelopes as “**ORIGINAL**” and “**COPY**” respectively. These envelopes shall then be sealed in an outer envelope, which shall also be marked as “**ELIGIBILITY PROPOSAL (BID FORMS I to IX)**” in accordance with Clause 2.11.3 and 2.11.4.

(c) Third Envelope:

The Bidder shall only seal Financial Bid quoted by Bidders in prescribed form as per Bid Form-XI in the Third Envelope. The Bidder shall seal the Financial Bid in original only. The envelope shall be marked as “**FINANCIAL BID (BID FORM-XI)**”. No other document shall be kept in this envelope.

(d) Sealed Outer Envelope/Box:

First, Second and Third Envelope shall be sealed in another envelope/box that shall clearly bear the following identification:

BID Document No: *[Insert Bid Document reference no.]* - “**Bid for Development of *[Insert name and location]* Railway Station in *[insert State]*”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.11.2 Contents in Envelopes:

(a) The First Envelope shall contain the following:

- i. The ‘Bid Security’ in a separate envelope marked as “**BID SECURITY**”;

ii. The 'Bid Document Fee' or the receipt/ proof of payment of Bid Document Fee in a separate envelope marked as "BID DOCUMENT FEE"; and

iii. The duly filled Checklist as per the format at Bid Form-XII;

(b) The Eligibility Proposal in the Second Envelope shall contain following:

- i. Duly signed Bid Document including Volume-I & II;
- ii. Covering Letter for Bid in the prescribed format (Bid Form-I) alongwith Bid Forms – II to IV and Bid Form – V (A) or V (B), as the case may be;
- iii. Statement of Legal Capacity as per the format at Bid Form-VI;
- iv. Power of Attorney for signing the Bid as per the format at Bid Form-VII;
- v. Power of Attorney for Lead Member of Consortium as per the format at Bid Form-VIII, if applicable;
- vi. Joint Bidding Agreement, in case of a Consortium, substantially in the format at Bid Form-IX, if applicable;
- vii. Copies of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership firm then a copy of its partnership deed and other charter documents, PAN card etc., as the case may be; and
- viii. Bidder's duly audited balance sheet and profit and loss account for the preceding 3 (three) financial years immediately preceding the Bid Due Date alongwith ITRs (income tax returns).

(c) The Financial Bid by the Bidder shall be submitted in the Third Envelope containing the Financial Bid as per Bid Form-XI.

2.11.3 Each of the envelopes shall be addressed to:

ATTN. OF: [Insert]
DESIGNATION: [Insert]
ADDRESS: [Insert]
FAX No.: [Insert]
E-MAIL ADDRESS: [Insert]

2.11.4 In case of any clarification or correspondence, the Nodal Officer to be contacted is as under:

ATTN. OF: [Insert]
DESIGNATION: [Insert]
ADDRESS: [Insert]
PHONE NO. : [Insert]
FAX NO: [Insert]
EMAIL ID: [Insert]

2.11.5 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.

2.11.6 Bids submitted by fax, telex, or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date

2.12.1 The Bidders are advised to submit their Bids to the Authority well before the time and Bid Due Date specified above at the prescribed address and in the manner as detailed in the Bid Document. The Authority shall not be responsible for any delay in submission for any reason.

2.12.2 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, extend the Bid Due Date uniformly for all Bidders, in accordance with the provisions of the Bid Document.

2.12.3 Bidders shall submit their Bids in person [*or by registered post*], on or before the Bid Due Date and time given in the Schedule of Bidding Process.

2.12.4 Bids/Eligibility Proposals (Envelope 1 and Envelope 2) will be opened as per the Schedule of Bidding Process. The Financial Bids (Envelope 3) of only those Bidders who are found to be eligible as per the Eligibility Proposal shall be opened at a subsequent date, after evaluation of Eligibility Proposals. The date of opening of Financial Bids shall be decided by the Authority and communicated to all qualified Bidders. The Financial Bids of Bidders whose Eligibility Proposals do not meet the Technical and Financial Capacity requirements as per this Bid Document shall not be eligible for consideration.

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 Modifications/ Substitution/ Withdrawal of Bids

2.14.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.14.2 For modification or substitution or withdrawal of Bid, the modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate by the Bidder and submitted to the Authority. However, it may specifically be noted that after withdrawal of the Bid for any reason, Bidder cannot re-submit the Bid again. Original documents submitted by Bidder to remain with Authority.

2.14.3 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.

2.15 Rejection of Bids

2.15.1 Notwithstanding anything contained in this Bid Document, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at anytime without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. 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.

2.15.2 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.

2.16 Validity of Bids

2.16.1 The Bids shall be valid for a period of [365 (three hundred and sixty five)] days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17 Confidentiality

2.17.1 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.

2.18 Correspondence with the Bidder

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

2.19 Employment / Partnership etc., of Retired Railway Employees

2.19.1 In case the Bidder proposes to engage or has in its employment retired officials of the Government of India, retired officials of Railways, it should be done and/or be strictly in accordance with guidelines of the Department of Personnel and Training on the same. Should a Bidder be a retired engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in any of the Railways owned and administered by the President of India for the time being, or should a Bidder be a consortium of Bidders having one of its Members as a retired engineer or retired Gazetted Officer as aforesaid, or should a Bidder/Member being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should a Bidder have in its employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least [1 year]¹⁴ prior to the date of submission of the Bid as to whether permission for taking such contract, or if the Bidder being a consortium

¹⁴ This has to be in accordance with guidelines of the Department of Personnel and Training.

of Bidders or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the Bidder, has been obtained by the Bidder or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the Bid. Bids without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the Bidder, as the case may be, shall be rejected.

- 2.19.2 Should a Bidder have a relative(s) or in the case of a LLP or a company one or more of its partner(s) or shareholder(s) or relative(s) of the partner(s) or shareholder(s) employed in a gazette capacity in Authority, the same shall be informed of the fact at the time of submission of the Bid, failing which the Bid may be disqualified/ rejected or if such fact subsequently comes to light, the contract may be terminated in accordance with the provision of the Development Agreement.

D. BID SECURITY

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security equivalent to Rs.[*insert amount in figures and in words*]¹⁵ either as banker's cheque, or demand draft (the "**Demand Draft**") or in the form of a bank guarantee issued by a nationalised bank or a Scheduled Bank in India, having a net worth of at least Rs.1,000 crore (Rupees one Thousand Crore only), in favour of the Authority in the format at Bid Form-X (the "**Bank Guarantee**"). The validity period of the banker's cheque, Demand Draft or Bank Guarantee, as the case may be, shall not be less than 425 (four hundred and twenty five) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and such 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. In case a Bidder has submitted its Bid Security in form of Bank Guarantee, the same shall be accepted by Authority only after due verification from the concerned Bank.
- 2.20.2 The Authority shall not be liable to pay any interest on the Bid Security Deposit so made and the same shall be interest free. It is mandatory for Bidders to provide their Banker's details (Name of Bank & Branch) along with their own bank details (Account No., Name of Account Holder, NEFT/RTGS details) for refund of Bid Security.
- 2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.20.4 Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidders. Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall

¹⁵ This amount would be equivalent to 1% of Estimated Project Cost specified in the notified DPR.

be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.20.5 The Bid Security of unsuccessful Bidders shall be refundable, without any interest, and will be returned, subject to terms herein, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case no later than 60 (sixty) days from the date of LOA. The Selected Bidder's Bid Security will be returned, without any interest, upon signing of the Development Agreement in accordance with the provisions thereof. In case the Highest Bidder is a Bidder other than Selected Project Proponent, then the Bid Security of both the Selected Project Proponent and Highest Bidder shall be retained by the Authority till the selection of Selected Bidder and signing of the Development Agreement.

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 herein below. The Bidder, by submitting its Bid pursuant to this Bid Document, 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 Bid Document. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.7 **Forfeiture of Bid Security-** The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under any of the following conditions:

- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- (b) If a Bidder withdraws or modifies its Bid during the Bid validity period or the extended period, as the case may be;
- (c) If a Bidder imposes any condition within the Bid validity period or the extended period;
- (d) In the case of Selected Bidder, if it fails within the specified time limit–
 - (i) to sign and return the duplicate copy of LOA unconditionally;
 - (ii) to sign the Development Agreement as per the draft Development Agreement , without imposing any conditions; or
 - (iii) to furnish the Performance Guarantee and Security Deposit; or
 - (iv) to deposit the first instalment towards Lease Premium ; or
 - (v) to pay the DPR Compensation to the Authority in case the Selected Project Proponent is not the Selected Bidder;
- (e) In case the Selected Bidder, before signing the Development Agreement, commits any breach hereof.

2.21 **Payments to be made by Selected Bidder/ Developer for Project**

2.21.1 Lease Premium

- (a) The Selected Bidder / Developer shall pay a fixed lease premium (“**Lease Premium**”) to the Authority as per the payment schedule set out in the Development Agreement.

2.21.2 Annual Lease Rent

- (a) The Selected Bidder / Developer shall pay to the Authority the Annual Lease Rent which shall commence as per the payment schedule set out in the Development Agreement and shall continue to be payable every year in advance at the beginning of each financial year (not later than 10th April) till the expiry of the Lease Period. However, the Annual Lease Rent for the first financial year or part thereof shall be paid from the date on which Annual Lease Rent becomes payable. The amount of Annual Lease Rent shall automatically be revised upwards by 15% (fifteen percent) every three years (to be compounded).

2.21.3 License Fee

- (a) The Selected Bidder / Developer shall pay an annual license fee @ Rs.1/- (Rupees One only) per square meter of Licensable Station Area (“**License Fee**”) to the Authority for the term of Station Facility management Agreement, which shall commence as per the payment schedule set out therein and shall continue to be payable every year in advance at the beginning of each financial year (not later than 10th April) till the expiry of the Term of SFMA.

2.22 Other Terms

2.22.1 DPR Compensation

- (a) In case the Selected Project Proponent is not the Selected Bidder pursuant to the Bidding Process described hereinabove, the Selected Project Proponent would be eligible to receive from the Selected Bidder through the Authority, an amount inclusive of all applicable taxes and duties as compensation as per Appendix-III of this Bid Document towards costs incurred by Selected Project Proponent for the efforts and works undertaken by it for preparation of DPR.

2.22.2 Special Purpose Company (SPC)

- (a) The Selected Bidder (whether a single entity or a Consortium) shall incorporate a new SPC under Companies Act, 2013 or any amendments thereto (the “**SPC**”), with its minimum equity shareholding of 100% (one hundred percent), within 60 (sixty) days from the date of issue of Letter of Award by the Authority to execute the Development Agreement and implementation of this Project, and in which equity shareholding shall be required to be maintained till the signing of the Development Agreement and meeting of the all conditions precedents in terms of the Development Agreement. The Development Agreement shall be executed with such SPC. The Authority at its discretion and on reasonable grounds may extend this period. The Memorandum of Association (MoA) of the SPC shall be in the indicative format prescribed at Appendix-II of Volume I. It is clarified that in case the Selected Bidder is an individual then for the purpose of forming the SPC he should hold at-least 99.9% shareholding in the SPC.

2.22.3 Minimum paid up & Subscribed Share Capital & Equity Lock-in

- (a) The initial paid-up and subscribed share capital of the SPC at the time of signing of the Development Agreement shall not be less than [5% (five percent)] of the Estimated ProjectCost.

- (b) Selected Bidder shall be required to hold at least (i) 100% (one hundred percent) of the subscribed and paid up equity of the SPC (**in case the Bidder is an individual then for the purpose of forming the SPC he should hold at-least 99.9% shareholding in the SPC**) at all times till signing of the Development Agreement and meeting of all the conditions precedents in terms of the Development Agreement; (ii) 51% (fifty one per cent) of the subscribed and paid up equity of the SPC at all times until the second anniversary of the Commercial Operation Date of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, in accordance with the provisions of the Development Agreement; and (iii) thereafter 26% (twenty six percent) of the subscribed and paid up equity of the SPC at all times till end of the term of the Station Facility Management Agreement including any renewal thereof.

2.22.4 Communication of Award

- (a) After the selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder. Within 7 (seven) days of the receipt of LOA, the Selected Bidder shall sign and return to the Authority the duplicate copy of the LOA as acceptance and acknowledgement of the same.
- (b) 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 mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA. The LOA will constitute the contract between the Selected Bidder and the Authority for fulfilling the requirements specified in the LOA by the Selected Bidder prior to execution of the Development Agreement. Notwithstanding anything contained in the LOA and the Bidding Documents, the rights of the Selected Bidder / Developer specified in Development Agreement shall not become effective until the Development Agreement has been executed by the Developer and the Authority and conditions precedent, if any, has been fulfilled by Selected Bidder / Developer.

2.22.5 Performance Guarantee and Security Deposit

- (a) Selected Bidder shall deposit the Performance Guarantees and Security Deposit for amounts as specified below:

Performance Guarantee for Project	5% (five percent) of Estimated Project Cost
Performance Guarantee for Mandatory Project	3% (three percent) of Estimated Cost of Station Development Project and Estimated Cost of Redevelopment Project
Performance Guarantee for Station Facility Management	2% (two percent) of Estimated Cost of Station Development Project
Security Deposit	3 (three) times of Annual Lease Rent

2.22.6 Execution of Development Agreement

- (a) The Selected Bidder shall be required to appear in person at the office of the Authority or concerned Nodal Officer for this Project, as the case may be, or if the Bidder is a firm or Consortium, a duly authorized representative shall so appear and execute the Development

Agreement within 120 (one hundred and twenty) days of issue of LOA by the Authority after fulfilling following conditions within 105 (one hundred and five) days:

- (i) Acknowledgement of Letter of Award issued by the Authority, within 7 (seven) days of its receipt by signing and returning its duplicate copy to the Authority;
 - (ii) Incorporation of a Special Purpose Company (SPC) under Companies Act, 2013 or any amendments thereto, with a minimum paid up capital as specified in the Bid Document, within prescribed timelines;
 - (iii) Payment of the full amount of Lease Premium or the First Installment of the Lease Premium as specified in the Payment Schedule; and
 - (iv) Submission of Performance Guarantees and Security Deposit;
 - (v) Payment of the full amount of DPR Compensation by the Selected Bidder, if payable;
- (b) The Development Agreement, in terms of this Bid Document, shall be executed in at least [2 (Two)] counterparts. The original Development Agreement shall remain in the custody of the Authority till such time it is presented for registration by the Developer at the relevant Sub-Registrar's office. The original duly registered Development Agreement will be retained by the Authority and handed over to the Developer once the Developer provides to the Authority a certified true copy of the duly registered Development Agreement. The Development Agreement is required to be executed by the Bidder as per specimen specified in Volume II of this Bid Document. The stamp duty and registration fees for the Development Agreement, if required under Applicable Laws, shall be borne and paid by the Developer.
- (c) In case of delay in signing the Development Agreement either on account of delay in fulfilling the above conditions including incorporation of SPC within the specified time limit or otherwise, Authority may extend the period specified above, for a maximum period cumulatively not exceeding 1 (one) year from the LOA. In case of any extension on account of Authority, the Lease Period shall commence, as contemplated, upon expiry of 6 (six) months from the Effective Date. However, if the extension is granted on account of the delay by the Selected Bidder, the Lease Period will get reduced to the extent of such period of extension.
- (d) Failure to fulfill any of the conditions specified hereinabove shall constitute a breach of the Bid submitted by the Bidder in which case the full value of the Bid Security shall stand forfeited without prejudice to any other rights or remedies.
- (f) In the event the Selected Bidder refuses to execute the Development Agreement as hereinabove provided, Authority may at its sole discretion, conclude that such Bidder has abandoned the contract and thereupon its Bid, LOA and acceptance thereof shall be treated as cancelled and Authority shall be entitled to forfeit the full amount of the Bid Security as damages for such default.

3 EVALUATION OF BIDS

3.1 Opening and Evaluation

- 3.1.1 Opening and evaluation of Eligibility Proposal shall be done as per the process described herein. The Authority shall open the envelopes containing the Bids for Eligibility as per the Schedule of Bidding Process, at the place specified in the Bid Document and in the presence of the Bidders who choose to attend.
- 3.1.2 Bids for which a notice of withdrawal has been submitted in accordance with the Bid Document shall not be opened.
- 3.1.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in the Bid Document.
- 3.1.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.1.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if this Project is subsequently awarded to it on the basis of such information.
- 3.1.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 3.1.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Experience Score of the Bidder.
- 3.1.8 In the event that any Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Bid in accordance with the provisions of the Bid Document.
- 3.1.9 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Evaluation parameters

- 3.2.1 Only those Bidders who meet the eligibility criteria specified in Bid Document shall qualify for evaluation. Bids not meeting these eligibility criteria shall be rejected.
- 3.2.2 The Bidder's competence and capability is proposed to be established by the following parameters:
 - (a) Technical Capacity; and
 - (b) Financial Capacity

3.3 Technical Capacity for purposes of evaluation

3.3.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.3.3 and 3.3.4 (the "**Eligible Projects**"):

- Category 1:** Project experience on Eligible Projects in the field of Passenger Transportation such as railway stations, airports, ports (handling passenger traffic), bus terminals/ stations, metro stations, mono rail stations that qualify under Clause 3.3.3
- Category 2:** Project experience on Eligible Projects in core sector that qualify under Clause 3.3.3
- Category 3:** Construction experience on Eligible Projects in the field of Passenger Transportation such as railway stations, airports, ports (handling passenger traffic), bus terminals/ stations, metro stations, mono rail stations that qualify under Clause 3.3.4
- Category 4:** Construction experience on Eligible Projects in core sector that qualify under Clause 3.3.4

For the purpose of this Bid Document:

- (a) Core sector would be deemed to include railways (other than railway stations), roads and highways, power, ports (handling cargo), telecom, metro rail (other than metro stations), industrial parks / estates, logistic parks, pipelines, irrigation, water supply, sewerage, sports stadiums / complexes and real estate development including commercial and institutional complexes. It is clarified that Real estate development shall not include residential flats unless they form part of a real estate / Group Housing complex or township which has been built by the Bidder.
- (b) Passenger Transportation projects would be deemed to include area for passenger amenities such as passenger waiting areas, platforms, circulation areas, arrival and departure areas etc.

3.3.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.3.3 For a project to qualify as an Eligible Project under **Categories 1 and 2**:

- (a) It should have been undertaken as a PPP project on 'Build-Operate-Transfer' (BOT), 'Build-Own-Lease-Transfer' (BOLT), 'Build-Own-Operate' (BOO), 'Build-Own-Operate-Transfer' (BOOT) or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be;
- (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;

- (c) the capital cost of the project should be more than Rs.[insert Rupees [insert] only]¹⁶; and
- (d) the entity claiming experience shall, during the last 5 (five) financial years immediately preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products telecommunications or fare/freight revenues and other incomes of the company owning this Project.

- 3.3.4 For a project to qualify as an Eligible Project under **Categories 3 and 4**, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, cumulative payments/ receipts of less than Rs. [insert] (Rupees [insert] only)¹⁷ shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.
- 3.3.5 The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a Member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.3.6 Bidder's experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/ or receipts specified in Clause 2.2.2(A), divided by one crore and then multiplied by the applicable factor in Table below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

Table 3.3.6¹⁸: Factors for Experience across categories (where Indicative Project Cost is above Rs.100 crores)

	Factor
Category 1	1.25
Category 2	1.00
Category 3	0.75
Category 4	0.75

¹⁶ This figure would be 20% of the Indicative Project Cost.

¹⁷ This figure would be 20% of the Indicative Project Cost.

¹⁸ Retain whichever Table is applicable basis Indicative Project Cost.

Table 3.3.6: Factors for Experience across categories (where Indicative Project Cost is equal to or below Rs.100 crores)

	Factor
Category 1	1.06
Category 2	0.85
Category 3	0.75
Category 4	0.75

- 3.3.7 The Experience Score determined in accordance with Clause 3.3.6 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.
- 3.3.8 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.3.9 Details of Experience

- (a) The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.
- (b) The Bidder must provide the necessary information relating to Technical Capacity as per format at Bid Form-III.
- (c) The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Bid Form-IV.

3.4 Financial information for purposes of evaluation

- 3.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 5 (five) financial years, immediately preceding the year in which the Bid is made.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years immediately preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Bidder must establish the minimum Financial Capacity specified in Clause 2.2.2 (B), and provide details as per at Bid Form-V (A) or Bid Form-V (B), as the case may be.
- 3.4.4 In case of foreign companies, a certificate from a qualified external auditor who audits the books of account of the Bidder or the Consortium Member in the formats provided in the country where the projects has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the Bid Document.

3.5 Qualification of Bidders

The credentials of eligible Bidders shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Bidder. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have equity share of at least 26% (twenty six per cent) in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium. All Bidders who fulfill the conditions of eligibility and meet the other conditions specified in this Bid Document shall be qualified and eligible to have their Financial Bids opened.

3.6 Tests of responsiveness

3.6.1 Prior to evaluation of the Eligibility Proposals, the Authority shall determine whether each Eligibility Proposal is responsive to the requirements of the Bid Document. An Eligibility Proposal shall be considered responsive only if:

- (a) it is received as per prescribed formats;
- (b) it is received by the Bid Due Date including any extension thereof;
- (c) it is signed, sealed, and marked as stipulated;
- (d) it is accompanied by relevant Power of Attorney(ies) as specified in Bid Document,
- (e) it contains all the information and documents (complete in all respects) as requested in this Bid Document;
- (f) it contains certificates from its statutory auditors in the formats specified for each Eligible Project;
- (g) it is accompanied by the full amount of Bid Security and in specified format;
- (h) it is accompanied by the full amount of Bid Document Fee or receipt/proof of payment in respect thereof;
- (i) it does not contain any condition or qualification; and

3.6.2 Similarly, prior to evaluation of Financial Bids, the Authority shall determine whether each Financial Bid is responsive to the requirements of this Bid Document. A Financial Bid shall be considered responsive only if:

- (a) it is received as per the format at Bid Form-XI;
- (b) it is not lower than the Reserve Premium;
- (b) it is signed, sealed and marked as stipulated; and
- (c) it does not contain any condition or qualification.

3.6.3 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. The decision of Authority on the responsiveness of the Bid shall be final, conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever.

3.6.4 To facilitate checking the responsiveness and evaluation of Bids, Authority may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by Authority for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.

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- 3.6.5 No Bidder shall have the right to give any clarification unless asked for by Authority or to request either Authority and/or MOR and/or any ministry or department, authority or body whether statutory or non-statutory of the Government that may be concerned or connected, in any manner whatsoever, with the Bidding Process, to intervene in, any manner whatsoever, in the Bidding Process.

3.7 Selection of Bidder and Right of First Refusal of Selected Project Proponent

- 3.7.1 The Financial Bids of only those Bidders whose Eligibility Proposal qualifies as per the Technical Capacity and Financial Capacity as per this Bid Document shall be considered.

- 3.7.2 The qualified Bidder whose Financial Bid is adjudged as responsive in terms of the Bid Document and who quotes the highest Premium offered to the Authority, shall be declared as the Highest Bidder (the "Highest Bidder"). In the event no Bidder submits a Bid or in the event that the Authority rejects or annuls all the Bids, it may, in its discretion, award the Project to the Selected Project Proponent or invite fresh Bids hereunder.

3.7.3 Right of First Refusal

- (a) In case the Financial Proposal of the Selected Project Proponent is lower than the Highest Bid and some Bidder is the Highest Bidder, then the Selected Project Proponent shall be given the Right of First Refusal and an opportunity to match the Highest Bid made by the Highest Bidder. The Authority will within [15 (*fifteen*) days] of opening the Financial Bid (envelop 3), intimate the Selected Project Proponent through fax / letter / registered email id about the Highest Bidder and the Highest Bid and offer to the Selected Project Proponent to match the Highest Bid quoted by the Highest Bidder.
- (b) The Selected Project Proponent shall respond within [7 (seven) days] from the date of issue of this intimation whether it wants to match the Highest Bid or not. In case the Selected Project Proponent successfully matches the Highest Bid made by such Highest Bidder within the stipulated timeframe, the Selected Project Proponent shall be notified as the Selected Bidder. However, in case the Selected Project Proponent is not able to match the Highest Bid made by the Highest Bidder within the timeframe stipulated by Authority, or in case the Selected Project Proponent fails to fulfill the requirements of the Authority and execute the Development Agreement or in case Selected Project Proponent withdraws or is not selected for any reason, then this Project will be awarded to the Highest Bidder (i.e. the Bidder offering the Highest Bid to the Authority) who shall then be declared as the Selected Bidder.

- 3.7.4 In case the Highest Bidder becomes Selected Bidder and fails to fulfill the requirements of the Authority or execute the Development Agreement or in case Selected Bidder withdraws or is disqualified for any reason, the Authority may, in its discretion, annul the Bidding Process.

3.8 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.

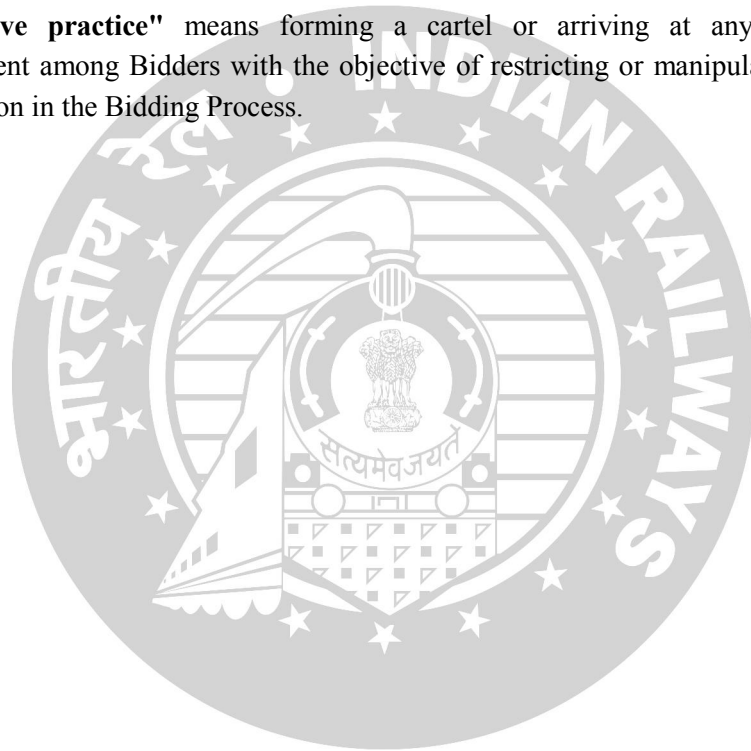


4 FRAUD AND CORRUPT PRACTICES

- 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 Development Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Development Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Development Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Developer, as the case may be, if it determines that the Bidder or the Developer, as the case maybe, 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 Guarantee and Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Development Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA or the Development Agreement, or otherwise if a Bidder or Developer, as the case maybe, 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 Development Agreement, such Bidder or Developer shall not be eligible to participate in any tender or Bid Document issued by the Authority during a period of 2 (two) years from the date such Bidder or Developer, as the case maybe, 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 maybe.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 4.3.1 **"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 Development Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Development Agreement, as the case may be, any person in respect of any matter relating to this Project or the LOA or the Development Agreement, who at anytime has been or is a legal, financial or technical

adviser of the Authority in relation to any matter concerning this Project;

- 4.3.2 **"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;
- 4.3.3 **"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;
- 4.3.4 **"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
- 4.3.5 **"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 PRE-BID CONFERENCE

- 5.1 Pre-Bid conferences of the Bidders shall be convened as per the Schedule of Bidding Process, at the date, time and place hereinbelow:
- Date : *[insert]*
Time : *[insert]*

Address : *[insert]*
Telephone : *[insert]*
- 5.2 A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.3 During the course of Pre-Bid conference, 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.
- 5.4 Non-attendance at the Pre-Bid conference will not be a cause for disqualification of a Bidder.
- 5.5 The Authority, in its sole discretion and without incurring any obligation, may convene more than one Pre-Bid conference, if considered necessary.
- 5.6 The replies to queries shall be uploaded on website *[insert weblink]*¹⁹ of the Authority as per the Schedule of Bidding Process along with amendments, if any.

¹⁹ Authority to fill.

6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and only the Court shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at anytime, to;
- 6.2.1 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;
- 6.2.2 consult with any Bidder in order to receive clarification or further information;
- 6.2.3 qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- 6.2.4 retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or
- 6.2.5 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.
- 6.3 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.
- 6.4 The Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Bid Document, in the event of any conflict between them the priority shall be in the following order:
- 6.4.1 the Bid Document;
- 6.4.2 the Invitation Document;
- 6.4.3 the Bid Document at 6.4.1 above shall prevail over the Invitation Document at 6.4.2 above.
- 6.5 If a Bidder finds discrepancies in or omissions in any of the Bid Forms or if it is in doubt as to their meaning, it should at once notify the Authority on or before the date specified by the Authority for pre bid queries, which may send written instructions to all Bidders. It shall be understood that every endeavor shall be made to avoid any error which can materially affect the basis of the Bid and the successful Bidder shall take upon itself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on this account thereof.

(On the Letter Head of the Bidder/Lead Member of Consortium)

BID FORM-I

COVERING LETTER FOR THE BID

Bid Document No.: [insert]

To,

Dated:

{Insert designation and address of addressee}

Sub: Bid for Development of *{insert name and location of station}* Railway Station (“**Project**”)

Dear Sir,

1. With reference to your Bid Document dated {.....}, I/ we, having examined the Bid Document 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 Developer 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 Developer for the aforesaid 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 reasons 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, I/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, 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 Bid Document including any Addendum issued by the Authority; and

- (b) I/ We do not have any conflict of interest in accordance with the terms/ clauses of the Bid Document that affects the bidding process; 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 the Bid Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for me/us or on my/ our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- (e) The undertaking given by me/ us along with the Bid in response to the Bid Document for this Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/ We shall continue to abide by them.
- (f) I/ We hereby certify that I/we, our Member or any of my / Member's Associate (whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with this Bid Document) is not engaged in or hold equity in any entity that is engaged in implementation of more than [5 (five)]²⁰ Railway Station Project whose Commercial Operation Date has not been achieved on the Bid Due Date.
8. I/ We understand that you may cancel the Bidding Process at anytime and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for this Project, without incurring any liability to the Bidders.
9. I/ We believe that I/ we/ our Consortium satisfy(ies) the Technical Capacity and Financial Capacity as specified in the Bid Document.
10. I/ We declare that I/we/any Member of the Consortium, or our/its Associates am/are/is not a Member of a/any other Bidder/Consortium submitting a Bid for this Project
11. I/ We certify that in regard to matters other than security and integrity of the country, I/ 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 this Project or which relates to a grave offence that outrages the moral sense of the community.

²⁰ This number will be as decided by MOR and communicated to Authority.

12. I/ We further certify that in regard to matters relating to security and integrity of the Country, I/ we/ any Member of the Consortium or any of our/ their Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by me/us or by any of my/our Associates, nor is there any such investigation pending against me/us.
13. I/ We further certify that no investigation by a regulatory authority or security agency related to the security and integrity of India is pending either against me/us any Member of the Consortium or against our/their Associates or against our Chief Executive Officer (CEO)/ Chief Financial Officer (CFO) or any of our Directors/Managers/key managerial personnel.
14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/ 2001-DD-II dated July 13, 2001, which guidelines apply *mutatis mutandis* to the Bidding Process. I have read and understood the contents of the aforesaid guidelines, a copy of which forms part of the Bid Document at Volume I thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we am/are attracted by the provisions of disqualification in terms of the guidelines referred to above, I/we shall intimate the Authority of the same immediately.
16. We acknowledge and undertake that if our Consortium qualifies on the basis of Technical Capacity and Financial Capacity of its Members then each of such Member shall, for a period of 2 (two) years from the Date of Commercial Operation of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid-up equity of the SPC/ Developer; and (ii) 5% (five percent) of the Estimated Project Cost specified in the Development Agreement. Further, I/we undertake that the Selected Bidder (which in case of Consortium includes Consortium Members) together with {its/their} Associates, hold not less than (i) 51% (fifty one per cent) of its subscribed and paid up equity at all times until the 2nd (second) anniversary of the Date of Commercial Operation of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, in accordance with the provisions of the Development Agreement, and (ii) thereafter 26% of the subscribed and paid up equity of the SPC at all times till end of the term of the Station Facility Management Agreement including any renewal thereof. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Development Agreement in respect of change in ownership.
17. I/ We acknowledge and agree that in the event of a change in Control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the Bid Document. 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

maybe. I/We further acknowledge and agree that in the event such change in Control occurs after signing of the Development Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof and the Development Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. I/ We understand that in the event of me/us being selected as the Selected Bidder, I/ We shall incorporate a new Special Purpose Company (SPC) under Companies Act 2013 and any amendments thereto and meet other conditions precedent, as Developer, prior to execution of the Development Agreement.
19. 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.
20. I/ We have read and understood the Development Agreement along with its schedules and annexures, General Conditions of Development Agreement, the Special Conditions of Development Agreement and the Detailed Project Report, before submitting our Bid. In the event of my/our being declared as the Selected Bidder, I/ we agree to enter into a Development Agreement in accordance with the draft Development Agreement that has been provided to me/ us. We agree not to seek any changes in the aforesaid draft and agree to accept the terms of Development Agreement without any qualifications and to abide by the same.
21. I/ We have studied the Bid Document carefully, surveyed the Project Land and also acquainted ourselves about all the existing site conditions, applicable laws and regulations, etc. before submitting my/our Bid. I/We understand that except to the extent as expressly set forth in the Development Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to me/us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of this Project.
22. I/ We offer a Bid Security of Rs. {insert amount in numerical} {insert amount in figures} to the Authority in accordance with the Bid Document. I/ We understand that the full value of the Bid Security shall stand forfeited in case I/We fail to fulfill the requirements laid down in the Bid Document.
23. The Bid Security in the form of a Banker's cheque/ Demand Draft/ Bank Guarantee (strikeout whichever is not applicable) is attached.
24. The Bid Document Fee in the form of a pay order / demand draft / banker's cheque (strikeout whichever is not applicable) or receipt thereof is submitted.
25. I/ We declare that the information stated above and in the aforementioned attachments is

complete and absolutely correct and any error or omissions therein, accidental or otherwise, will be sufficient for the Authority to reject my/our Bid and forfeit the Bid Security.

26. I/ We agree and understand that the Bid is subject to the provisions of the Bid Document. In no case, I/ We shall have any claim or right of whatsoever nature if this Project is not awarded to me/ us or our Bid is not opened or rejected.
27. I/ We hereby submit our Financial Bid in the prescribed format as per the Bid Document of Authority for undertaking the aforesaid Project in accordance with the Bid Document and the Development Agreement.
28. The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bid Document, draft Development Agreement, our own estimates of the cost and revenues and after a careful assessment of the Reserved Railway Land and Station Development Land and all the conditions that may affect the project cost and implementation of this Project.
29. I/ We agree and undertake to abide by all the terms and conditions of the Bid Document.
30. I/ We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Development Agreement.
31. I/ We shall keep this offer valid for [365 (three hundred and sixty five)]²¹ days from the Bid Due Date specified in the Bid Document. I/ We also hereby agree and undertake to abide by all the terms and conditions of the Bid Document.
32. I/ We or any of the Directors of my/our Company/Member of the Consortium or any or my/our employee has/have not retired as Gazetted Officer within 1 (One) year of the date of submission of the Bid and/or have taken permission from the President of India for taking employment under me/us, becoming partner/Director in my/ our Company or taking the contract.

In witness thereof I/ We submit this Bid under and in accordance with the terms of the Bid Document.

Yours faithfully

Date:.....

(Signature of the Authorised signatory)

Place:.....

(Signature, name and designation of the Authorized signatory)

Name of Bidder/Lead Member of Consortium

Note:-

²¹ Authority may decide.

- (1) All blank spaces and/or provisions contained in curly parenthesis in the Bid Forms of this Bid Document shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder. Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.
- (2) Strike out whichever is not applicable, if the Bidder is not an individual/consortium, as the case may be.
- (3) If the Bidder is not a consortium, the provisions applicable to consortium may be omitted.
- (4) In case Para 31 above is not complied with, details of such person(s) are to be enclosed.

Enclosed:-

1. Checklist of documents submitted by me/us
2. Bid Security
3. Other documents as per the prescribed formats



BID FORM-II

Bid Document No.: {insert}

Name of Project: Bid for Development of {insert name and location of station} Railway Station

Details of Bidder (For each Member of the Consortium)

1.
 - (a) Full Name of Bidder/Member of Consortium (in block letters):
 - (b) Country of incorporation/ registration/ nationality (whichever is applicable):
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India
 - (d) Date of incorporation and/ or commencement of business/ date of registration/date of birth:
2. Brief description of the Company/ Firm including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) E-mail Address:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement as per the prescribed Bid Form should be attached to the Bid.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the Consortium as per Joint Bidding Agreement
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Bid Form-IV.

(d) The following information shall be provided by each Bidder and shall also be provided for each Member of the Consortium:

Name of Bidder/ Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred ²² by the Central Government / State Government, or any entity Controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages under a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

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

(Signature of the Authorised Signatory)
(Name and designation of the Authorised Signatory)
(Name of the Bidder/Lead Member)

²² or has been declared by the Authority as non performer/blacklisted



BID FORM-III

Bid Document No.: { insert }

Name of Project: Bid for Development of {insert name and location of station} Railway Station

Technical Capacity of the Bidder [@]

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the Bid Document)

Bidder type # (1)	Proposed Equity Shareholding in Consortium (%) as per Joint Bidding Agreement (2)	Member Code* (3)	Project Code** (4)	Category\$ (5)	Experience [‡] (Equivalent Rs. crore)\$			Experience Score [£] (9)	Whether Project is executed in OECD Country (Yes/No) (10)	Capital Cost of the Project (in Rs. Crore) (11)
					Payments made/received for construction of Eligible Projects in Categories 3 and 4 (6)	Payments made for development of Eligible Projects in Categories 1 and 2 (7) ^{\$\$\$}	Revenues appropriated from Eligible Projects in Categories 1 and 2 (8) ^{\$\$\$}			
Single entity Bidder			a							
			b							
			c							
			d							
Consortium Member 1			1a							
			1b							
			1c							
			1d							
Consortium Member 2			2a							
			2b							
			2c							
			2d							
					Aggregate Experience Score =					

(Signature of the Authorised Signatory)
(Name and designation of the Authorised Signatory)
(Name of the Bidder/Lead Member)

Note

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.8 and/ or by a project company eligible under Clause 3.3.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.3.3.(c) and for Categories 3 and 4, include only those projects where payments made / received exceed the amount specified in Clause 3.3.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.

A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.8, shall be provided.

* Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OM means Other Member.

**Refer Bid Form-IV. Add more rows if necessary.

\$ Refer Clause 3.3.1.

¥ In the case of Eligible Projects in Categories 1 and 2, the highest figures in columns 7 or 8 will be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project.

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

\$\$\$ For Categories 1 and 2, either of column no.7 or 8 may be filled.

£ Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.3.6 to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.3.7, and the product thereof shall be the Experience Score for such Eligible Projects. [Above all, the sum total of columns 6, 7 and 8, as the case may be, in respect of each Eligible Project shall be restricted to a ceiling equivalent to the Project Cost, as specified in Clause 3.3.8.]

BID FORM-IV**Bid Document No.:** {insert}**Name of Project:** Bid for Development of {insert name and location of station} Railway Station**Details of Eligible Projects***(Refer to Clauses 2.2.2(A) and 3.3 of the Bid Document)*

(In case of Consortium, this Bid Form to be filled separately for each Member whose Technical Capacity is to be counted)

Member Name:**Project Code:****Member Code:**

Item (1)	Refer Instruction (2)	Particulars of the Project
Title & nature of the project		
Category	5	
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or (c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ Commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	16	

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name of the Bidder/Lead Member)

Certified by Statutory Auditor/Chartered Accountant:-

I/We, in our capacity as the Statutory Auditor/Chartered Accountant _____ (Name of the Bidder/Member of the Consortium) certify that above details in this Bid Form are correct.

(Signature of the Statutory Auditor/Chartered Accountant)

(Name and seal of the Statutory Auditor/Chartered Accountant)

Note:- In this Bid Form is spread on more than one page, then all pages have to be signed with seal by Statutory Auditor/Chartered Accountant, as the case may be.

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Bid Form. The projects cited must comply with the eligibility criteria specified in Clause 3.3.3. and 3.3.4 of the Bid Document, as the case may be. Information provided in this section is intended to serve as a back-up for information provided in the Bid.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
5. Refer to Clause 3.3.1 of the Bid Document for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Bid Form-III. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.11). For Categories 1 and 2, expenditure on development of the project or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.3.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum amount specified in Clause 3.3.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.3.3. and 3.3.4
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.3.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or

more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

12. Certificate from the Bidder's statutory auditor^{\$} or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/Member/Associate may provide the requisite certification.
13. If the Bidder is claiming experience under Categories 1 & 2[£], it should provide a certificate from its statutory auditor in the format below:

Annexure I

Certificate from the Statutory Auditor regarding PPP projects^F

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Member/Associate) is/ was an equity shareholder in (title of the project company) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes%[€] of the total paid up and subscribed equity capital) of the project company from (date) to (date)[¥]. The project was/is likely to be commissioned on (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupees crore), of which Rs. cr. (Rupees crore) of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

Year	Amount

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.3.1 and 3.3.3 (d) of the Bid Document during the past five financial years were Rs. cr. as per year-wise details noted below:

.....
Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

^{\$}In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this Bid Document.

[£] Refer Clause 3.3.1 of the Bid Document

^F Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

[€] Refer instruction no. 10 in Bid Form-IV.

¥ In case the project is owned by the Bidder company, this language may be suitably modified to read: “It is certified that (name of Bidder) constructed and/ or owned the (name of project) from (date) to (date).”

14. If the Bidder is claiming experience under Category 3 & 4[§], it should provide a certificate from its statutory auditors or the client in the format below:

Annexure II

Certificate from the Statutory Auditor/ Client regarding construction works^F

Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Bidder/Member/Associate) was engaged by (title of the project company) to execute (name of project) for (nature of project)}^Y. The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if any). It is certified that (name of the Bidder/ Member/ Associate) received/paid Rs. cr. (Rupees crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupees crore), of which the Bidder/Member/Associate received/paid Rs. cr. (Rupees crore), in terms of Clauses 3.3.1 and 3.3.4 of the Bid Document, during the past five financial years as per year-wise details noted below:

Year	Amount

{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortium.}

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory).

Date:

[§] Refer Clauses 3.3.1 and 3.3.4 of the Bid Document.

^F Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

^Y In case the Bidder owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: “ this is to certify that (name of Bidder/Member/ Associate) held 26% or more of the paid up and subscribed share capital in the..... (name of Project company) when it undertook construction of the (name of Project) through (name of the contractor).

^a This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Bidder in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.



15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.8, the Bidder should also provide a certificate in the format below:

Annexure III

Certificate from Statutory Auditor/ Company Secretary regarding Associate^{\$}

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Associate) is held, directly or indirectly[£], by (name of Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises Control over the former, who is an Associate in terms of Clause 2.2.8 of the Bid Document.

A brief description of the said equity held, directly or indirectly, is given below:
{Describe share-holding of the Bidder/ Consortium Member in the Associate}

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

^{\$} In the event that the Bidder/ Consortium Member exercises Control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “Control” is not broken.

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score^Q.

^Q Refer Clause 3.3.6 and 3.3.7 of the Bid Document.

BID FORM-V (A)

Bid Document No.: { insert }

Name of Project: Bid for Development of {insert name and location of station} Railway Station

Financial Capacity of the Bidder (Net Worth)

(In case of Consortium, this Bid Form to be filled separately for each Member whose Financial Capacity is to be counted)

(Refer to Clauses 2.2.2(B), 2.2.3(b) and 3.4 of the Bid Document)

(In Rs. crore^{\$\$})

Bidder type	Member Code [£]	Proposed Equity Shareholding in Consortium (%) as per Joint Bidding Agreement	Net Cash Accruals			Net Worth [€]
			Year 1 (4)	Year 2 (5)	Year 3 (6)	Year 1 (7)
(1)	(2)	(3)				
Single entity						
Bidder/ Consortium						
Member 1/ Consortium						
Member 2/ Consortium						
Member 3/ Consortium						
Member 4						

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name of the Bidder/Lead Member)

Certified by Statutory Auditor/Chartered Accountant:-

I/We, in our capacity as the Statutory Auditor/Chartered Accountant _____ (Name of the Bidder/Member of the Consortium) certify that above details in this Bid Form are correct.

(Signature of the Statutory Auditor/Chartered Accountant)

(Name and Seal of the Statutory Auditor/Chartered Accountant)

[£] For Member Code, see instruction 4 at Bid Form-IV.

[€] The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.2.8.

^{\$\$} For conversion of other currencies into rupees, see note in Bid Form-III.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years immediately preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.
5. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth as well as average annual gross revenue in accordance with Clause 2.2.3(b) of the Bid Document. The Auditor's Certificate shall include the following undertaking: *"I/We certify that Net Worth of the Bidder has been calculated in accordance with Clauses 2.2.2(B), 2.2.3(b) and 3.4 of the Bid Document."*
6. For those Bidders /their Members whose accounts are not required to be audited as per the law "Statutory Auditor" will be replaced with "practicing Chartered Accountant" who is a member of ICAI. The Chartered Accountant's shall include the following undertaking: *"I/We certify that Net Worth of the Bidder has been calculated in accordance with Clauses 2.2.2(B), 2.2.3(b) and 3.4 of the Bid Document."* Further, their full income tax return along with financial statements containing the profit & loss/income & expenditure account duly certified by a practicing chartered accountant should be submitted.
7. The format is being provided for illustrative and information purposes only. It is the Bidder's sole responsibility to ensure that the information and calculations provided in the forms are accurate and complete.
8. In jurisdictions (foreign country) that do not have Statutory Auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under Financial Capacity criteria.
9. In case this Bid Form consists of more than one page, Statutory Auditor/ Chartered Accountant & Authorised Signatory shall sign and seal on all pages.

BID FORM-V (B)

Bid Document No.: { insert }

Name of Project: Bid for Development of {insert name and location of station} Railway Station

Financial Capacity of the Bidder (Average Gross Annual Revenue)

(In case of Consortium, this Bid Form to be filled separately for each Member whose Financial Capacity is to be counted)

(Refer to Clauses 2.2.2(B), 2.2.3(b) and 3.4 of the Bid Document)

The aggregate gross revenues as per the audited annual financial statement / income tax return of the last three Financial Years should be presented in the following tabular format (along with the copies of above documents) certified by the Statutory Auditor of the Bidder or each Member respectively (in case of a Consortium).

(In Rs. crore^{\$\$})

Bidder type (1)	Member Code [£] (2)	Proposed Shareholding in Consortium (%) as per Joint Bidding Agreement (3)	Gross Annual Revenue			Average Gross Annual Revenue (7) = [(4)+(5)+(6)]/3
			Year 1 (4)	Year 2 (5)	Year 3 (6)	
Single entity Bidder/ Consortium Member 1/ Consortium Member 2/ Consortium Member 3/ Consortium Member 4						

(Signature of the Authorised Signatory)
(Name and designation of the Authorised Signatory)
(Name of the Bidder/Lead Member)

Certified by Statutory Auditor/Chartered Accountant:-

I/We, in our capacity as the Statutory Auditor/Chartered Accountant _____ (Name of the Bidder/Member of the Consortium) certify that above details in this Bid Form are correct.

(Signature of the Statutory Auditor/Chartered Accountant)
(Name and Seal of the Statutory Auditor/Chartered Accountant)

[£] For Member Code, see instruction 4 at Bid Form-IV.

^{\$\$} For conversion of other currencies into rupees, see note below Bid Form-III.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years immediately preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.
3. The Bidder shall provide an Auditor's Certificate specifying the average annual gross revenue of the Bidder and also specifying the methodology adopted for calculating such average annual gross revenue in accordance with Clause 2.2.3(b) of the Bid Document. *The Auditor's Certificate shall include the following undertaking: "I/We certify that average annual gross revenue of the Bidder has been calculated in accordance with Clauses 2.2.2(B), 2.2.3(b) and 3.4 of the Bid Document."*
4. *For those Bidders /their Members whose accounts are not required to be audited as per the law "Statutory Auditor" will be replaced with "practicing Chartered Accountant" who is a member of ICAI. The Chartered Accountant's Certificate shall include the following undertaking: "I/We certify that average annual gross revenue of the Bidder has been calculated in accordance with Clauses 2.2.2(B), 2.2.3(b) and 3.4 of the Bid Document."* Further, their full income tax return along with financial statements containing the profit & loss/ income & expenditure account duly certified by a practicing chartered accountant should be submitted.
5. The format is being provided for illustrative and information purposes only. It is the Bidder's sole responsibility to ensure that the information and calculations provided in the forms are accurate and complete.
6. In jurisdictions (foreign country) that do not have Statutory Auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under Financial Capacity criteria.
7. In case this Bid Form consists of more than one page, Statutory Auditor/ Chartered Accountant & Authorised Signatory shall sign with seal on all pages.

BID FORM-VI

Bid Document No.: { insert }

Name of Project: Bid for Development of {insert name and location of station} Railway Station

Statement of Legal Capacity

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

Date:

To,
{insert name of Authority}
{insert designation} ,
{insert address}

Subject: Bid for Development of {insert name and location of station} Railway Station

Dear Sir,

I/We hereby confirm that we/our Members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the Bid Document.

I/We have agreed that (insert Member's name) will act as the Lead Member of our consortium.*

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

* Strike out whichever is not applicable.

** Copy of charter/registration/incorporation documents or in case of Bidders falling under the category of individuals, a self-certified photocopy of proof of photo identity and address as is accepted by a nationalized bank for opening a bank account along with a self-attested photocopy of PAN Card should be enclosed with this Bid Form.

BID FORM-VII

Bid Document No.: { insert}

Name of Project: Bid for Development of {insert name and location of station} Railway Station

Special Power of Attorney for signing of Bid

(This Bid Form is to be submitted only by Bidder/Lead Member of the Consortium)

(To be executed on Non Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.100) and duly notarized.)

Know all men by these presents, I/We, {.....} (insert name of the Bidder 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 me/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 my/our name and on my/our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my/our Bid for the Development of {insert name and location of station} Railway Station proposed or being developed by the Authority (the " Authority") including but not limited to signing and submission of the Bid and all other documents and writings, participate in Bidders' and other conferences and providing information/responses to the Authority, representing me/us in all matters before the Authority, signing and execution of all contracts including the Development Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of my/our Bid for the said Project and/or up on award thereof to me/us and/or till the entering into of the Development Agreement with the Authority.

AND whereby I/we agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by my/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 my/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.....

Date:

Place:

For.....

{Signature, name, designation and address of person authorised by Board Resolution
(in case of Bidder/Lead Member)}

Witnesses:

- 1.
- 2.

Accepted

Notarised

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

Person identified by me/ personally appeared before me/signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of Notary

Registration Number of the Notary

Date:.....

Notes:

1. 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.
2. The Power of Attorney should be duly supported with the enabling Board Resolutions of the executants. Also, 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.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised/consularised 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/consularised by the Indian Embassy if it carries a conforming Appostille certificate.
4. Strike out whichever is not applicable.

BID FORM-VIII

Bid Document No.: { insert }

Name of Project: Bid for Development of {insert name and location of station} Railway Station

Special Power of Attorney for Lead Member of Consortium

(To be executed on Non Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.100) and duly notarized.)

Whereas the {insert name of authority} (the "Authority") has invited Bids from interested parties for the Development of {insert name and location of station} Railway Station (the "Project").

Whereas, {.....} and {.....} (insert name and address of registered office of all Members) (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Bid Document 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, M/s {.....} having our registered office at {.....} (hereinafter referred to as "Member 1"), M/s {.....} having our registered office at {.....} (hereinafter referred to as "Member 2"), and M/s. {.....}, having our registered office at {.....} (hereinafter referred to as "Member 3"), (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 lawfull attorney of the Consortium (here in after referred to as the "**Attorney**") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to act as the Lead Member of the Consortium for the Project, to conduct all business for and on behalf of the Consortium and anyone of us during the bidding process and, in the event the Consortium is awarded the Development/ 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 Bid and all other documents and writings, accept the Letter of Award, participate in Bidders' and other conferences, respond to queries, submit information/documents, sign and execute contract sand 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 Development Agreement is entered into 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/Consortium.

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

Date:

Place:

For Member 1 (Signature, Name & Title)

For Member 2 (Signature, Name & Title)

For Member 3 (Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

Accepted

Notarised

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

Person identified by me/ personally appeared before me/signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

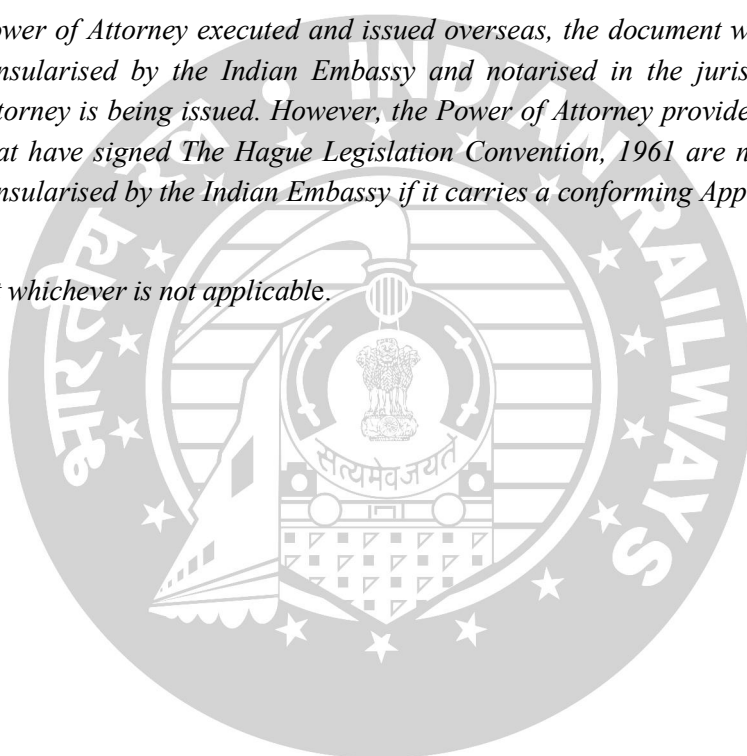
Seal of Notary

Registration Number of the Notary

Date:.....

Notes:

- 1. 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.*
- 2. The Power of Attorney should be duly supported with the enabling Board Resolutions of the executants. Also, wherever required, the Bidder/Member 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 her under on behalf of such Bidder/Member-.*
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised/consularised 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/consularised by the Indian Embassy if it carries a conforming Appostille certificate.*
- 4. Strike out whichever is not applicable.*



BID FORM-IX

Bid Document No.: { insert}

Name of Project: Bid for Development of {insert name and location of station} Railway Station

Joint Bidding Agreement for Consortium

(To be executed on Non Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.100) and duly notarized.)

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

AMONGST

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

AND

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

AND

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

AND

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

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

^{\$} The number of Parties will be shown here, as applicable, subject however to a maximum of 4 (Four)

WHEREAS,

- (A) THE {Insert} Zonal Railway, (hereinafter referred to as “**Authority**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) has invited applications (the “**Bids**”) by its Document

No. {Insert} dated (the “Bid Document”) for qualification, eligibility and submission of Technical Proposals for Development of {Insert} Railway Station (the “Project”).

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Bid Document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the Bid Document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid .

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

- 1.1 In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid Document.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

- 3.1 The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a Special Purpose Company (the “SPC”) under the Companies Act, 2013 for entering into a Development Agreement with the Authority and for performing all its obligations as the Developer in terms of the Development Agreement for the Project.

4. Role of the Parties

- 4.1 The Parties hereby undertake to perform the roles and responsibilities as described below:
 - (a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Development Agreement when all the obligations of the SPC shall become effective;
 - (b) Party of the Second Part shall be {the Technical Member of the Consortium};
 - {(c) Party of the Third Part shall be the [Financial Member of the Consortium]; and}
 - {(d) Party of the Fourth Part shall be the [Operation and Maintenance Member/Other Member of the Consortium].}

5. Joint and Several Liability

- 5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid Document and the Development Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Development Agreement. The Parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the

Consortium. {Insert name of Lead Member} shall be authorized to act on behalf of the Consortium as their representative for bidding and implementation of the Project.

6. Shareholding in the SPC

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

6.2 The Parties undertake to form a new Special Purpose Company (SPC) with minimum joint shareholding of 100% (one hundred percent) equity, which shall be required to be maintained till the signing of the Development Agreement and meeting of all the conditions precedents in terms of the Development Agreement. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPC shall, at all times till the second anniversary of the Date of Commercial Operation of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, be held by each of the Parties of the First Part, {Second Part and Third Part and Fourth Part}* whose technical capacity and financial capacity have been reckoned for the purposes of eligibility of Bidder for the Project in terms of the Bid Document.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times till the second anniversary of the Date of Commercial Operation of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later, hold subscribed and paid up equity share capital of SPC equivalent to at least 5% (five percent) of the Estimated Project Cost.

6.4 Subject to Clause 6.2 above the Parties also undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPC at all times until the second anniversary of the commercial operation date of the Project or until the payment of full amount of Lease Premium and any other overdue payment till date payable to Authority including interest thereof, whichever is later; and (ii) thereafter 26% (twenty six percent) of the subscribed and paid up equity of the SPC at all times till end of the term of the Station Facility Management Agreement including any renewals thereof.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Development Agreement.

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

* (strike out whichever is not applicable)

- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

- 8.1 In case the Project is awarded to the Consortium, this Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved/fulfillment of all Conditions Precedent under and in accordance with the Development Agreement (as may be applicable) and thereafter the legal liabilities of the Members shall be governed by the relevant provisions of the Development Agreement. However, in case the Consortium is either not qualified/eligible for the Project or does not get selected for award of the Project or upon return of the Bid Security by the Authority to the Bidder, as the case may be, the Agreement will stand terminated.

9. Miscellaneous

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

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

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

SIGNED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED AND DELIVERED

For and on behalf of
THIRD PART

SIGNED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED AND DELIVERED

For and on behalf of
FOURTH PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Accepted

Notarised

Person identified by me/ personally appeared before me/signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of Notary

Registration Number of the Notary

Date:.....

Place:.....

Notes:

1. The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. The Joint Bidding Agreement should be duly supported with the enabling Board Resolutions of the executants. Also, wherever required, the Bidder/Member 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 Joint Bidding Agreement for the delegation of power hereunder on behalf of such Bidder/Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document will also have to be legalised/consularised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Joint Bidding Agreement provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised/consularised by the Indian Embassy if it carries a conforming Appostille certificate.

4. Strike out whichever is not applicable.

BID FORM-X

Bid Document No.: { insert }

Name of Project: Bid for Development of {insert name and location of station} Railway Station

Bank Guarantee for Bid Security

(To be executed on Non Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.100) and duly notarized.

B.G. No.

Dated:

1. In consideration of you, {insert name of authority}, having its office at –{insert address of authority}, (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 its/their executors, administrators, successors and assigns), for the Development of {insert name and location of station} Railway Station Project (hereinafter referred to as "the Project") pursuant to the Bid Document dated.....issued in respect of the Project and other related documents including without limitation the draft development agreement (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" which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, administrators, executors and permitted assigns) and having a net worth of at least Rs.1,000 crore (Rs. One Thousand Crore), at the request of the Bidder, do hereby in terms of the Bid Document, irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the Bid 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 fulfill 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 fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank under this Guarantee, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any authority.
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

fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open 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 425 (four hundred and twenty five) 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 fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open 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 fulfillment 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 or releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us, if delivered by hand or left at {.....} (insert address of issuing Bank branch) or if given or made by pre-paid registered post or facsimile transmission or 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 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 unrealized.
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 425 days after the Bid Due Date)}.
14. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the Parties of this Guarantee hereby submit to the exclusive jurisdiction of the Courts of [insert place of Court as per Zonal Railway] alone for the purpose of settling any disputes or differences which may arise out of or in connection with this Guarantee, and for the purposes of enforcement under this Guarantee.

Signed and Delivered by..... Bank

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

(Signature of the Authorised signatory)
(Official Seal)

In the presence of:

- 1.
- 2

BID FORM-XI

Bid Document No.: { insert }

Name of Project: Bid for Development of {insert name and location of station} Railway Station

Format for Financial Bid

{on the authorised Letterhead of the Bidder or the Lead Member}

I/We agree to abide by this Bid, which consists of our financial offer hereto, valid for a period for [365 (three hundred and sixty five)]²³ days from the Bid Due Date and it shall remain binding on us and may be accepted by you any time on or before the expiration of the said period.

I/We offer Rs. _____ * as Grand Total Present Value of Lease Premium and Annual Lease Rent for [insert] sq. m. of air space/built up space at the Railway Station and [insert] sq. m. of built up area on the Reserved Railway Land, as per break up given below:

Bidding Parameter	###Bidder's Offer in Rs (please insert in Figures and Words)	Factors for computing Present Value at discount rate of 15% per annum	Present Value of Bidder's Offer (2 x 3=4)
1	2	3	4
Lease Premium	Rs. _____ * (Rupees _____ *)	1.00	*
Annual Lease Rent	Rs. _____ * (Rupees _____ *)	7.99	*
Grand Total Present Value (of Lease Premium and Annual Lease Rent)			*
Note: Any statutory tax including service tax etc. as per Applicable Laws, if due to be payable at any time, shall be paid by Selected Bidder/Developer to Authority/ Government Authority, in addition to Lease Premium and Annual Lease Rent.			
<p>###Notes: 1. The Bidder's offer against Lease Premium should be at least 8 times the Bidder's offer against Annual Lease Rent.</p> <p>In case a Bidder by mistake quotes a Lease Premium lower than 8 times its offer against Annual Lease Rent and if it is declared as Selected Bidder, the Lease Premium and Annual Lease Rent of its Bid shall be re-computed by the Authority for making the amount against Lease Premium at least 8 times the amount of Annual Lease Rent keeping the Grand Total Present Value of Lease Premium and Annual Lease Rent the same as arrived at under column 4 above. For example if the Bidder quotes Rs 100 Lakhs each as Lease Premium and Annual Lease Rent then the re-adjusted Lease Premium shall become Rs 449.78 Lakhs (Grand Total Present Value divided by 1.9987) and Annual Lease Rent shall become Rs 56.22 Lakhs (re-adjusted Lease Premium divided by 8 i.e., 1/8th of recomputed Lease Premium).</p> <p>Further, the Bidder's offer against Annual Lease Rent should not be less than Rs [insert²⁴] or 0.5% of the Bidder's offer against Lease Premium, whichever is higher. In case a Bidder by mistake quotes Annual Lease Rent lower than this limit and if it is declared as Selected Bidder, the Lease Premium and Annual Lease Rent quoted in its Bid shall be re-computed by the Authority for making the amount against Annual Lease Rent as higher of Rs [insert] or 0.5% of the re-adjusted Lease Premium</p>			

²³ Authority may decide.

²⁴ To be filled by the Authority.

but keeping the Total Present Value of Lease Premium and Annual Lease Rent the same as arrived at under column 4 above.

For example if the Bidder quotes Rs 500 Lakhs as Lease Premium and quotes Nil as Annual Lease Rent then the re-adjusted Lease Premium shall become Rs 478.97 Lakhs (i.e. Grand Total Present Value divided by 1.043) and the re-adjusted Annual Lease Rent shall become Rs 2.40 Lakhs (i.e. 0.5% of recomputed Lease Premium).

Additionally, I/We offer Rs.1/- (Rupees One only) per square meter of Licensable Station Area per annum as License Fee.

I/We undertake to make payments of the Lease Premium, Annual Lease Rent and License Fee to the Authority as per the Payment Schedule given below:

A. Lease Premium			
Particulars	First Installment	Second Installment	Third Installment
installment (as % of Lease Premium)	[40%]	[30%]	[30%]
Due Date	Within 60 days from the date of issue of Letter of Award by Authority	On or before the first anniversary of the due date for payment of First Installment	On or before the second anniversary of the due date for payment of First Installment
Amount Payable	[40%] of the Lease Premium plus interest at applicable rates as set out below on balance amount of First Installment of Lease Premium, for the period of extension, if any.	[30%] of the Lease Premium and other dues, if any. Also, interest @15% per annum on the total outstanding amount (i.e. total amount of second and third instalment as well as previous dues, if any) for the period from the due date for payment of first Installment to the due date of payment of Second Instalment or actual date of payment of outstanding amounts, whichever is earlier.	[30%] of the Lease Premium and other dues, if any. Also, interest @15% per annum on the total outstanding amount (i.e. total amount of third instalment as well as previous dues, if any) for the period from the due date for payment of second Installment to the due date of payment of Third Instalment or actual date of payment of outstanding amounts, whichever is earlier.
B. Annual Lease Rent: I/We offer to pay to the Authority every year in advance the Annual Lease Rent which shall automatically be revised upwards by 15% (fifteen percent) on the last payable Annual Lease Rent, every three years (compounded) during the entire Lease Period. The first Annual Lease Rent shall become payable from the due date for payment of the Third Installment of the Lease Premium.			
C. License Fee: I/We offer to pay to the Authority every year in advance the License Fee for the Term of SFMA as per terms of the Station Facility Management Agreement. The first year License Fee shall be payable within 10 (Ten) days from the date of execution of the Station Facility Management Agreement or such extended time as specified in the SCSFMA.			

Payment Schedule

Note

1. The total Lease Premium is to be paid within 2 (two) years from the date of payment of First Installment of Lease Premium. An extension of upto 30 (thirty) days beyond the stipulated deadline for the payment of the First Installment as mentioned above, may be granted by the Authority at its sole discretion, on written request of the Selected Bidder to Authority, provided the Selected Bidder pays interest @15% (fifteen percent) p.a on the balance amount of First Installment. The interest shall be calculated for the number of days of extension availed by the Selected Bidder.
2. Further extension of upto 15 (fifteen) days beyond the above extended period of 30 (thirty) days for the payments of the First Installment, may be granted by the Authority at its sole discretion, on written request of Selected Bidder, provided Selected Bidder pays an additional penal interest of 3% (three percent) per annum, over and above the interest of 15% (fifteen percent) per annum, on the balance amount of First Installment amount. The additional penal interest of 3% (three percent) per annum shall be calculated for the number of days of extension availed by the Selected Bidder commencing from expiry of the extended period of 30 (thirty) under Para 1 above. However no further extension shall be given and the Authority may terminate LOA and forfeit the Bid Security as per the provisions of the Bid Document.
3. The remaining Second and Third Installments (the “Subsequent Installments”) shall be paid by the Selected Bidder / Developer to Authority as per the Payment Schedule shown above. The Selected Bidder / Developer may pay part of the Subsequent Installments any time after the due date of the preceding Installment but before the due date of that Installment and in such case the interest @15% per annum as provided in the payment schedule above on such part payment shall be applicable till the date of the part payment.
4. The Grand Total Present Value offered is for the area of Site and built up area specified above. In case any variation in the area of Site is found at the time of handing over possession of the Site, the built up area, the Lease Premium and the Annual Lease Rent shall be adjusted on pro rata basis on the actual area of Site and in case there is no change in built up area, the Lease Premium and the Annual Lease Rent shall remain unchanged. The change in Lease Premium and Annual Lease Rent shall be computed taking into account the Total of cost of Station Development and Redevelopment works, if any (as provided in DPR) and Present Value of Lease Premium and Annual Lease Rent.
5. If during the construction period, in the event the built up area gets reduced to less than the extent mentioned hereinabove due to any order/notification/instruction/road widening/acquisition for public purpose etc. of concerned municipal authority/ Government body subsequent to the issue of LOA but during the construction period and the Compensatory FAR is not passed on to the Selected Bidder / Developer, the Selected Bidder / Developer shall be entitled for pro-rata reduction in the Lease Premium and Annual Lease Rent as specified in para 4 above.
6. The Lease Premium, Annual Lease Rent and License Fee shall be paid in the form of Demand Draft or Account Payee cheque in favour of Authority issued by a Nationalised/ Scheduled Bank on or before the Due Date or extended Due Date as the case may be. In case of payment through cheque, the same shall be subject to realization of the cheque.
7. In the event of recomputation of the Lease Premium and Annual Lease Rent as specified above, the Selected Bidder / Developer will be required to pay to the Authority, the

readjusted Lease Premium and Annual Lease Rent as per the provisions of the Development Agreement.

8. Indian Railways, being an authority of the Union of India under Ministry of Railways, is part of the Government and deduction of income tax at source (TDS) would not be applicable on the payments to be made by the Selected Bidder / Developer to Authority.
9. In case the NPV of the Lease Premium and Annual Lease Rent is more than Rs. 100 crore (One Hundred Crore), the Selected Bidder / Developer shall have the option to pay the Lease Premium in installments of 30% (First Installment), 30% (Second Installment) and 40% (Third Installment) of the Lease Premium in place of 40% (First Installment), 30% (Second Installment) and 30% (Third Installment). Other terms and conditions shall remain the same.

Yours faithfully,

Date

Place

Signature of Authorised Signatory of the Bidder/Lead Member
(Name, Designation, Address)
Stamp of Bidder/Lead Member



BID FORM-XII

Bid Document No.: { insert }

Name of Project: Bid for Development of {insert name and location of station} Railway Station

Format for Checklist

The Bidder shall also submit a copy of the duly filled and completed Checklist in the format prescribed herein. The Bidder shall not amend the order or change the contents of this Checklist.

S.No.	Item	Checked by Bidder	Remarks of Authority
FIRST ENVELOPE			
1	Bid Form-X - Bid Security		
2	Bid Document Fee or receipt thereof		
3	Bid Form-XII - Checklist		
SECOND ENVELOPE			
S.No.	Item	Checked by Bidder	Remarks of Authority
1	Bid Form-I – Covering Letter for Bid (along with full Bid Document Volume I and II and duly signed)		
2	Bid Form-II – Details of Bidder		
3	Bid Form-III – Technical Capacity of the Bidder		
4	Bid Form-IV – Details of Eligible Projects		
5	Bid Form-V (A)- Financial Capacity of the Bidder (Net Worth) OR Bid Form-V (B)- Financial Capacity of the Bidder		

	(Average Gross Annual Revenue)		
6	Bid Form-VI – Statement of Legal Capacity		
7	Bid Form-VII - Power of Attorney for signing of Bid		
8	Bid Form-VIII - Power of Attorney for Lead Member of Consortium		
9	Bid Form-IX - Joint Bidding Agreement for Consortium		
THIRD ENVELOPE			
S.No.	Item	Checked by Bidder	Remarks of Authority
1	Bid Form-XI – Financial Bid		

NOTE:

1. Documents to be duly bounded;
2. All pages to be numbered serially;
3. Each page of the document to be initialed in Blue ink by the Authorized Signatory.

Yours faithfully,

Date

Place

Signature of Authorised Signatory of the Bidder/Lead Member
(Name, Designation, Address)
Stamp of Bidder/Lead Member

APPENDIX-I

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.2)

No.6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector

Enterprises through the process of disinvestment

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

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

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

Sd/-
(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX-II
INDICATIVE FORMAT FOR MEMORANDUM OF ASSOCIATION OF SPC²⁵

(Under The Companies Act, 2013)

(COMPANY LIMITED BY SHARES)

MEMORANDUM OF ASSOCIATION

OF

“ _____ ”

1st. The name of the company is “ _____ ”

2nd. The Registered Office of the Company will be situated in the State of _____ i.e. within the jurisdiction of Registrar of Companies _____.-

3rd.a The objects to be pursued by the company on its incorporation are:

1. To engage in the activities of designing, development, construction and/or modernization of railway station (including station buildings, platforms, passenger areas, concourse areas and waiting areas), service buildings, passenger amenities and other utilities and amenities at the station in accordance with the provisions of a development agreement **(the "Development Agreement")** to be executed into between the Company and [●] **(“Authority”)**;
2. To undertake commercial development (at railway land) . that may be leased to the Company by the Authority on design, build, operate and transfer model as may be laid down in the development/lease agreement and other documents to be entered into with Authority and/or Railways and to take all actions as may be required for development of such railway land.
3. To carry on the business of real estate and infrastructure promoters, developers, builders, managers, contractors, sub-contractors, planners, designers, construction engineers, decorators, interior decorators, fabricators, engineers, survivors, appraisers, mortgagors of commercial complexes and to engage in all types of construction activities incidental or in relation to the project carried on by the Company at railway land and air space and leased to the Company by Authority in term of objects above.
4. To re-construct, re-build, re-erect, repair, re-model, alter, re-develop, improve, demolish, remove, grade, and maintain, enlarge, decorate and furnish or make advancement in abovementioned objects of construction, project management, development & designing for whatever use or any business as may be incidental or necessary for the achievement of the same.
5. To engage in the activities of management and maintenance of the assets and facilities developed on the reserved railway land and air space at railway station in terms of the objects mentioned above;

(b) Matters which are necessary for furtherance of the objects specified in clause 3rd.a are:-

²⁵ This is only an indicative format.

1. To apply for and obtain any order or other authority for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purpose, which may seem expedient and to make representations against any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests;
2. To enter into any contract, Agreements, Memorandum of understanding, Arrangements or such other mode of Contracts with Government of India, State Governments, Municipal/Local Authorities, Bodies Corporate, Persons or such other Authorities or such other methods for the purposes of carrying out the objects of the Company.
3. To purchase and otherwise acquire, own, import, all materials, substances, appliances, machines, containers and such other articles and apparatus and things capable of being used in the main business and to own, take on lease and otherwise acquire and use facilities of whatever kind as may be convenient or useful or conducive to carry out the main objects of the Company effectively and efficiently.
4. To acquire by way of concessions, grants, purchase, licences or otherwise, lands, buildings and/or machinery, farms, water rights and other works, privileges, rights and hereditaments of all types in connection with main objects of the Company.
5. To acquire, build, alter, maintain, enlarge, remove or replace and to work manage and control any land, buildings, offices, factories, mills, shops, machinery and conveniences which may seem necessary to achieve the main Objects of the company.
6. To transact every kind of guarantee, corporate guarantee and counter guarantee and to guarantee the payment/repayment of loans borrowings of any nature whatsoever granted by any institution and/or any person to the Company.
7. To purchase, take on lease or tenancy or in exchange, hire take options over or otherwise acquire any estate or interest whatsoever and to hold, develop, work concessions, grants, decrees, licenses, privileges, claims, potions, leases, property, real or personal or rights or powers of any kinds which may appear to be necessary for the main objects of the Company.
8. To pay for preliminary and pre-incorporation expenses of the Company in connection with promotion, formation and incorporation of the Company.
9. To exchange, mortgages, royalty or tribute grant licenses, easements options and such other rights over and dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares debentures whether fully or partly paid up or securities of any other company having objects whole or in part similar to those of the Company.
10. To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full subject to the applicable provisions of the Companies Act, 2013.

11. Subject to the applicable regulatory provisions, to advance money, either with or without security and give credit to such persons (including government) and upon such terms and conditions as the Company may deem fit to attain the main objects of the Company provided that the Company shall not do banking business within the meaning of Banking Regulation Act, 1949.
12. To undertake financial and commercial obligations, transactions and operations of all kinds, as may be necessary to carry out the main object(s) of the company.
13. To guarantee the performance of any contract or obligation and the payment of money or dividends and interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered directly or indirectly to fulfill the main objects of the Company.
14. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debentures, stocks, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, supreme, municipal, local or of any persons whether incorporated or not incorporated and to guarantee or become sureties for the performance of any contracts or obligations as may be necessary for the main objects of the Company.
15. To subscribe for acquire, hold and dispose of shares, share-stock, debentures, bonds, debenture-stock, mortgages, obligations securities of any kind issued or guaranteed by any company (body corporate/undertaking) of whatsoever nature and howsoever constituted and to subscribe or acquire and hold shares, debentures and debenture-stocks and debenture-bonds, mortgages, obligations and such other securities issued or guaranteed by any government, trust, municipal, local or such other authority or body of whatever nature, whether in India or elsewhere as may be conducive to the main objects of the Company.
16. Subject to the provisions of section 67 of The Companies Act, 2013, to invest other than investment in Company's own shares, any money of the Company not immediately required in any investments movable or immovable as may be thought proper.
17. Subject to Sections 73, 179, 180, 185 and 186 of the Companies Act, 2013 and Rule and Regulations made there under and the directions issued by Reserve Bank of India, to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures (perpetual or otherwise) and to secure the payment of any money borrowed, raised or owing on the mortgage, charge or lien upon all or any of the property or assets of the Company (both present or future) including its uncalled capital and also by similar mortgage, charge or lien to secure and guarantee the performance by the Company, or any other such person or company of any obligation undertaken by the Company.
18. To open Bank accounts of all nature including overdraft account, to operate the same and to draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, bills of lading, warrants and the other negotiable or transferable instruments and to deal with all documents mercantile or otherwise, in the ordinary course of business..

19. To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patent rights, brevets, inventions trademarks, designs, licenses, protections, and concessions conferring any exclusive or non-exclusive or limited right to their use or other information as to any invention, process or privileges which may seem capable of being used for the main objects of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use exercise develop or grant licenses or privileges in respect of the property rights and information so acquired.
20. To spend money in experimenting upon and testing and improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.
21. To do all or any of the main business activities either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.
22. To acquire and takeover all, or any part of the business property and liabilities of any person, firm or company which this Company is authorized to do or possess property, suitable for the main objects of the Company.
23. To procure the registration or recognition of the company in or under the laws of any place outside India.
24. To form, incorporate or promote any company or companies whether in India or elsewhere having amongst its or their objects the acquisition of all or any of the assets or controls, management or development of the Company or any other such objects which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its main business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with such promotion or incorporation and to remunerate any person or company in any manner it shall fit for services rendered or to be rendered in or about the promotion of any other such company in which the Company may have any interest.
25. Subject to the provisions of Sections 230 to 233 of the Companies Act, 2013 to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal rights with any person or persons or company or companies engaged in the main objects of the Company.
26. To enter into any arrangements and take all necessary or proper steps with government or with other such authorities supreme, national, local municipal or otherwise of any place in which the Company may have interests and to do negotiations or operations for the purpose of directly or indirectly carrying out the main objects of the Company or effecting any modification in the constitution of the Company or for furthering the interests of the members and to oppose any such steps taken by any other such company firm or person which may be considered likely directly or indirectly, to prejudice the interest of the Company or its members, and to assist in the promotion whether directly or indirectly of any legislation which may seem advantageous to the company and to obtain from any such Government Authority and company and charters, contracts, decrees, rights, grants, loans,

privileges or concessions which the company may think it desirable to obtain and exercise and comply with any such arrangements, charters, decrees, rights, privileges of concessions.

27. To adopt such means of making known the main objects of the Company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
28. (a) To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise vest any real or personal property, rights or interests acquired by or belonging to the company in any person of Company on behalf of or for the benefit of the company and with or without any declared trust in favour of the Company.

(b) To accept gifts including by way of awards/prizes from Govt. and semi-Govt. bodies and to give gifts and donations to create trust for the welfare of employees, members, directors and/ or their dependents heirs and children and for deserving objects any other persons, also to act as trustees.
29. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or commerce and particularly with the trade, including any association, institution or fund for the interests of masters, owners and employers against loss by bad debt, strike, combustion, fire, accident or otherwise or for the benefit of any employee workman or other at any time employed by the Company or any of its predecessors in business or their families or dependents and whether or not in common with such other persons or classes of persons and in particular of friendly co-operative and such other societies, reading rooms, libraries educational and charitable institutions, dinning and recreation rooms, temples, churches, chapels, school and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription for any purpose.
30. To give pecuniary otherwise to any association, body or movement having for an object the solution, settlement of industrial or labour problems or troubles or the promotion of industry or trade.
31. To subscribe or guarantee money for any national, charitable benevolent, public, general or useful object of and for exhibition, subject to the provisions of Sections 181, 182 and 183 of the Companies Act, 2013.
32. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give, or procure the giving of donations, gratuities, pensions, allowances or emoluments to any person who are or were at any time in the employment or service of the Company or are allied to or associated with the company or with any subsidiary Company or who are or were at any time Directors or Officers of the company as aforesaid and the wives, widows, families and dependants of any such persons and also establish and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and

well-being of the Company or of any such other Company as aforesaid and make payments to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

33. To insure with any person, firm, association or Company against losses, damages, risks and liabilities of any kind which may affect the Company either wholly or partially and if thought fit, to effect any such insurance by joining or becoming a member of any mutual insurance, protection or indemnity association, federation or society and to accept any such insurance or any part thereof for the account of the Company.

34. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets property or rights.

4th. The liability of the members is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

5th. (a) The Share Capital of the Company is `----- (Rupees ____) divided into ----
----- (-----) Equity shares of `----- (-----) each.

(b) The minimum Paid Up Share Capital of the Company shall be Rs. _____ (_____).

VI We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

Sl. No	Names, Addresses, Descriptions and Occupations of the Subscribers	Number of Shares taken by each subscriber	Signature of subscriber	Signatures, Names, Addresses, Descriptions and Occupations of the Witnesses
	Total			

Place:

Date:

APPENDIX-III DPR COMPENSATION

This Appendix outlines the compensation payable to Selected Project Proponent, for preparation and finalization of the Detailed Project Report, in case it is not selected as the Developer pursuant to the Bidding Process.

S.N.	Estimated Cost of Station Development Project + Estimated Cost of Redevelopment Project, taken together (in Rs.)	Compensation payable (% of (i) Estimated Cost of Station Development Project + (ii) Estimated Cost of Redevelopment Project, taken together OR Fixed specified lumpsum, whichever is lower)
1	Upto 20 Crores	1% or Rs. 15 Lakhs
2	More than 20 Crores & upto 50 Crores	0.75% or Rs. 30 Lakhs
3	More than 50 Crores & upto 100 Crores	0.60% or Rs. 50 Lakhs
4	More than 100 Crores & upto 200 Crores	0.50% or Rs. 80 Lakhs
5	More than 200 Crores	0.40% or Rs. 100 Lakhs

APPENDIX-IV
COPY OF IN-PRINCIPLE APPROVAL OF STATE GOVERNMENT/LOCAL AUTHORITIES
FOR THE PROJECT

[INSERT COPY OF IN PRINCIPAL APPROVAL]



APPENDIX-V
FORMAT FOR UNDERTAKING NO “CONFLICT OF INTEREST”²⁶

(To be printed on the Official Letterhead of the Bidder or Lead Member)

Bid Document No.: { insert }

To,

[Insert designation of officer and address of Authority]

Dated: {insert date}

Sub: Bid for Development of {insert name and location of station} Railway Station (“Project”)

Bid Document No.: {insert}

Ref.: Authority’s letter No. {insert letter number and date}

Dear Sir,

In regards to above and the prescribed requirement under the Bid Document relating to “Conflict of Interest”, I/We hereby further confirm and undertake as below:

*I/We (including Members of Consortium, Associate or any constituent thereof) do not have any conflict of interest, in terms of meaning and scope as stated under Clause 2.2.1(c) of Bid Document, with either of any of the Bidders/its Members/Associate or any constituent, participating in the Bid or the Authority’s legal, financial or technical advisor [*insert name of Authority’s consultant*] under Clause 2.2.1(d) of Bid Document.

OR

*I/We (including including Members of Consortium, Associate or any constituent thereof) have a Conflict of Interest in terms of meaning and scope as stated under Clause 2.2.1(c) of Bid Document, with either of any of the Bidders/its Members/Associate or any constituent, participating in the Bid or the Authority’s legal, financial or technical advisor [*insert name of Authority’s consultant*] under Clause 2.2.1(d) of Bid Document.

S.No.	Name of the Bidder	Name and Scope of the Conflict

*Note: Strike out whichever is not applicable

For and behalf of {_____} (Insert Name of Sole Bidder/Name of Lead Member of Consortium)

Yours faithfully,

Dated:

Place:

Signature of Authorized Signatory

(Name and Designation)

²⁶ To be sought by the Authority from all Bidders and consultant(s) of the Project, if any, after opening of Bids (Envelope-2) with a list of all Bidders and consultant(s). The Bidders shall submit the Conflict of Interest certificate as per this format within the prescribed time given by the Authority.

Stamp of the Bidder/Lead Member of Consortium

APPENDIX-VI
INDICATIVE FORMAT OF LETTER OF AWARD

No. [insert letter no.]

Date: [insert date]

To

[insert name of the Selected Bidder/Lead Member of the Consortium]

[insert address]

e-mail: [insert email address of the Selected Bidder/Lead Member of the Consortium]

(Kind Attn: Mr. _____)

LETTER OF AWARD (LOA)

Sub: Development of [insert name of station] Railway Station.

Ref: 1. Bid Document No.-_____ dt. _____

2. Your proposal dated _____.

1. In reference to the Bid document mentioned at ref. (1) above, it is informed that your Bid opened on _____, has been accepted at your offered value of Rs. _____/- (Rupees _____ only) towards Lease Premium, Rs. _____ (Rupees _____ only) towards Annual Lease Rent and Rs. _____ (Rupees _____ only) towards Grand Total Present Value of all the instalments of Lease Premium and Annual Lease Rent over the full Lease period of [45] years by the Authority in terms of Bid Document.
2. You are requested to make a payment of Rs. [To be filled by the Authority] (Rupees [To be filled by the Authority] only) towards 1st Installment of the Lease Premium or full Lease Premium within 60 (sixty) days from the date of issue of this letter in terms of the Bid Document.
3. You are requested to fulfil the conditions as per Clause 2.22.6 of the Bid Document for the Execution of Development Agreement with the Authority and all other conditions of the Bid Document referred above.
4. Till such time the Development Agreement is executed between Authority and the Special Purpose Company (SPC) created by you (hereby referred to as the 'Developer') this Letter of Award (LOA) shall constitute a binding contract with you for fulfilling the requirement.

5. The courts at [*To be filled by the Authority*] alone shall have exclusive jurisdiction on matters pertaining or arising from this LOA.
6. You are requested to sign and return the duplicate copy of this LOA as a token of acceptance within 07 (seven) days of receipt of this LOA.

Yours Sincerely,

For Authority,

Sd/-

(insert name and designation)

We hereby acknowledge receipt of this Letter of Award:

Signature of Authorized Signatory

Date & Place:

(Name & Designation, with Company Seal)

For and on behalf of Selected Bidder/Lead Member of the Consortium

Copy to:

- 1.
- 2.





REQUEST FOR BIDS

FOR

DEVELOPMENT OF [INSERT NAME OF STATION] RAILWAY STATION

(Bid Document No: [insert document number])

Date, Month, Year: [Insert]

VOLUME II

DRAFT DEVELOPMENT AGREEMENT WITH
GENERAL CONDITIONS OF DEVELOPMENT AGREEMENT;
SPECIAL CONDITIONS OF DEVELOPMENT AGREEMENT;
DETAILED PROJECT REPORT

Authority Logo: [insert]

Authority Name: [insert]

Address: [insert]

EXHIBIT -I
DRAFT DEVELOPMENT AGREEMENT
&
GENERAL CONDITIONS OF DEVELOPMENT AGREEMENT



EXHIBIT -II
SPECIAL CONDITIONS OF DEVELOPMENT AGREEMENT



EXHIBIT -III
DETAILED PROJECT REPORT

