

Government of India
Ministry of Railways

RFQ NO. 2008/LMB/22/25/RFQ/NDLS Dated 27.10.2008

REQUEST FOR QUALIFICATION
FOR SELECTION OF
BIDDERS
FOR
REDEVELOPMENT OF
NEW DELHI RAILWAY STATION
(AMENDED VERSION DATED 22.01.2009)

Railway Board
Rail Bhavan, Raisina Road
New Delhi – 110001

GLOSSARY

Applicant(s)	As defined in Clause 1.2.1
Application	As defined in the Disclaimer
Application Due Date	As defined in Clause 1.1.5
Associate	As defined in Clause 2.2.9
Authority	As defined in Clause 1.1.1
Bids	As defined in Clause 1.2.3
Bid Due Date	As defined in Clause 1.2.3
Bid Security	As defined in Clause 1.2.4
Bidders	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
Bid Stage	As defined in Clause 1.2.1
Concessionaire	As defined in Clause 1.1.2
Concession Agreement	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
DBFOT	As defined in Clause 1.1.1
Earnest Money	As defined in Clause 2.2.1 (g)
Eligible Experience	As defined in Clause 3.2.1
Eligible Project	As defined in Clause 3.2.1
Estimated Project Cost	As defined in Clause 1.1.4
Experience Score	As defined in Clause 3.2.6
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	Government of India
Grant	As defined in Clause 1.2.8
Jt. Bidding Agreement	As defined in Clause 2.2.6 (f)
Lead Member	As defined in Clause 2.2.6 (c)
LOA	Letter of Award
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.4(ii)
PPP	Public Private Partnership
Premium	As defined in Clause 1.2.8
Project	As defined in Clause 1.1.1
Qualification	As defined in Clause 1.2.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in Clause 1.2.1
RTP or Request for Technical Proposal	As defined in Clause 2.2.1 (f)
RFQ	As defined in the Disclaimer
SPV	As defined in Clause 2.2.6
Technical Capacity	As defined in Clause 2.2.2 (A)
Technical Proposal	As defined in Clause 2.2.1 (f)
Threshold Technical Capability	As defined in Clause 2.2.2 (A) (iii)

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

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DISCLAIMER

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

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

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

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

deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

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

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

Government of India
Ministry of Railways

1. INTRODUCTION

1.1 Background

1.1.1 The President of India acting through the Ministry of Railways (the “**Authority**”) is engaged in the development and modernisation of its Railway Stations and as part of this endeavour, the Authority has decided to undertake re-development and modernisation of the New Delhi Railway Station, including the surrounding railway land, comprising about 86 hectares (the “**Project**”) through public-private partnership on Design, Build, Finance, Operate and Transfer (the “**DBFOT**”) basis, and has decided to carry out the bidding process for selection of the bidder to whom the Project may be awarded. The indicative present day capital cost of the Project is Rs. 9,000 cr. (Rupees nine thousand crore), which includes mandatory capital expenditure, the real estate development for commercial purposes and interest during construction. Brief particulars of the Project are provided in the Information Memorandum available on the official website of the Authority (www.indianrailways.gov.in).

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

1.1.2 The selected Bidder, who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate itself as such prior to execution of the concession agreement (the “**Concessionaire**”), shall be responsible for designing, engineering, financing, procurement, and construction, of the Project including operation and maintenance of the specified facilities and real estate of the project under and in accordance with the provisions of a long term (approx 45 years) concession agreement (the “**Concession Agreement**”) to be entered into between the selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of the work will broadly include remodelling of the railway yard; upgradation and re-development of the existing railway station and associated buildings; and development of the surrounding railway land followed by the operation and maintenance thereof.

- 1.1.4 Indicative capital cost of the Project (the “**Estimated Project Cost**”) will be revised and specified in the Bidding Documents of the Project. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the Application Due Date specified in Clause 1.3 (the “**Application Due Date**”).

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a two-stage process (collectively referred to as the “**Bidding Process**”) for selection of the bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties/ consortia who make an Application in accordance with the provisions of this RFQ (the “**Applicants**”). The Authority expects to announce a short-list of up to 6 (six) suitable pre-qualified who shall be eligible for participation in the second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals (the “**Request for Proposals**” or “**RFP**”).

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

- 1.2.2 In the Qualification Stage, Applicants would be required to furnish the information specified in this RFQ. Only those Applicants that are short-listed and pre-qualified by the Authority shall be invited to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are, therefore, advised to visit the site and familiarise themselves with the Project.

- 1.2.3 In the Bid Stage, the Bidders will be called upon to submit their financial offers (the "**Bids**") in respect of the Project, in accordance with the RFP and other documents to be provided by the Authority, pursuant to the RFP (collectively the "**Bidding Documents**"). The Bidding Documents for the Project will be provided to every Bidder on payment of Rs. 25,00,000 (Rupees twenty five lakh only). The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**").
- 1.2.4 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs. 60,00,00,000 (Rupees sixty crore only) (the "**Bid Security**"), refundable not later than 60 days from the Bid Due Date except in the case of the highest Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 Generally, the selected Bidder shall be the highest Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 1.2.6 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.
- 1.2.7 As part of the Bidding Documents, the Authority will provide for the Project a draft Concession Agreement and project report/ feasibility report prepared by the Authority/ its consultants and other information pertaining/ relevant to the Project available with it.

- 1.2.8 Bids will be invited for the Project on the basis of the highest premium/ revenue share (the "**Premium**") offered to the Authority for award of the Concession. The Concession Period shall be pre-determined, and will be indicated in the draft Concession Agreement forming part of the Bidding Documents. The Premium amount shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the highest Premium.
- 1.2.9 The Concessionaire will be entitled to levy and charge a pre-determined user fee for specified station facilities, recover charges from service providers for use of specified spaces within the station and undertake commercial exploitation of real estate in accordance with the provisions of the Concession Agreement..
- 1.2.10 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
- 1.2.11 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: RFQ for Redevelopment of New Delhi Railway Station Project".

1.3 Availability of RFQ Document

RFQ document can be obtained between 11:00 hrs and 16:00 hrs on all working days on payment of a fee of Rs. 1,00,000 (Rupees one lakh only) in the form of a demand draft drawn on any Scheduled Bank in India in favour of FA & CAO, Northern Railway and payable at Delhi. The document can also be downloaded from the Official Website of the Ministry of Railways <http://www.indianrailways.gov.in>. In case of a downloaded form, the Applicant needs to deposit the aforesaid fee prior to participating in the Pre-Application Conference. In case an Applicant does not participate in the Pre-Application Conference, it shall deposit the aforesaid fee prior to or at the time of submission of its Application.

1.4 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Event Description	Date
<u>Qualification Stage</u>	
1. Last date of sale of RFQ document	5 days prior to ADD
2. Last date for receiving queries	January 30, 2009
3. Pre-Application Conference	N.A.
4. Authority response to queries latest by	February 6, 2009
5. Uploading of Draft RTP document	February 10, 2009
6. Application Due Date or “ADD”	February 12, 2009
7. Announcement of short-list	March 17, 2009
8. Technical Proposal Due Date	April 28, 2009
9. Issue of Normalised Technical Parameter	June 15, 2009
<u>Bid Stage</u>	<u>Estimated Date</u>
1. Sale of Bid Documents	May 4, 2009
2. Last date for receiving queries	May 18, 2009
3. Pre-Bid meeting - 1	May 25, 2009
4. Authority response to queries latest by	June 01, 2009
5. Bid Due Date	June 30, 2009
6. Opening of Bids	On Bid Due Date
7. Letter of Award (LOA)	Within 30 days of Bid Due Date
8. Validity of all Bids	180 days of Bid Due Date
9. Signing of Concession Agreement	Within 30 days of award of LOA

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

2.1.1 The Authority wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Bidding Stage.

2.1.2 Short-listed Applicants may be subsequently invited to submit the Bids for the Project.

2.2 Eligibility of Applicants

2.2.1 (a) The Applicant for pre-qualification may be a single entity or a group of entities (the **“Consortium”**), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant Consortium. The term Applicant used herein would apply to both a single entity and a Consortium.

(b) An Applicant may be a private entity, government-owned entity or any combination of them under an agreement in the form of a Consortium to apply for this Project. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.

(c) An Applicant shall not have a conflict of interest (the **“Conflict of Interest”**) that affects the Bidding Process; either through a relationship with other Applicants or otherwise, directly or through common third parties, that puts it in a position to have access to information about, or influence the Bid of another Applicant or the decisions of the Authority. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:

- (i) the Applicant, its Member or Associate and any other Applicant, its Member or Associate have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than five percent of the paid up and

subscribed share capital of such Applicant, its Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than five per cent of the paid up and subscribed share capital thereof; provided further that this disqualification shall not apply to a bank, insurance company, pension fund, mutual fund, or any financial institution that is included under the FEMA (notification No. FEMA.131/2005-RB dated 17th March, 2005), provided further that its direct or indirect shareholding doesn't exceed 26% of the paid up and subscribed share capital of the Applicant or its Member as the case may be (for avoidance of doubt the indirect shareholding shall be reckoned by multiplying the percentage shareholding in each successive layer); or

- (ii) an individual Applicant is a Member of a Consortium applying for pre-qualification; or
- (iii) a Member /Associate of such Applicant is also a Member/Associate of another Applicant; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant in any manner for matters related to or incidental to the Project.

(e) The Applicants are advised that the station and railway yard are to be redeveloped in phases under running traffic condition. In the event of an Applicant being pre-qualified, the Applicant may be required to demonstrate, either on its own, or through appropriate arrangements that it possesses adequate technical capacity to execute railway yard remodeling work under short traffic and power blocks without unplanned disruption of train operations.

(f) Request of Technical Proposal

After the evaluation of Applications, the Authority would announce a list of short-listed Applicants. At the same time, the Authority would notify the other Applicants that they have not been short-listed. Those Applicants that are short-listed by the Authority shall be invited through Request for Technical Proposal (the “**RTP**”) to submit their technical proposals (the “**Technical Proposals**”) for Railway Yard and Relocation related works, which will be handed over back to the Authority on completion of construction as well as for specified components of Railway Station, Project Facilities and Real Estate in response to the RTP to be issued by the Authority. Further, modification/ suggestions to the Master Plan of the Station, if considered necessary by the Applicants, may also be submitted along with Technical Proposals. Technical Proposals will be evaluated for compliance to outline design, construction and performance requirements. The Authority shall inform the short-listed Applicants, whose Technical Proposals do not comply aforesaid requirements, and such Applicants shall have to rectify their Technical Proposals to the extent these are non-compliant with the Authority’s requirements, failing which the Authority would disqualify them and their Earnest Money shall be forfeited. On completion of the evaluation process of the Technical Proposals, the Authority will issue normalized technical parameters on which Bids will be invited and will confirm the list of pre-qualified Applicants (the “**Bidders**”) who will be eligible for participation in the Bid. Each Bidder shall be required to submit its Bid along with the Bid Security pursuant to the Bidding Documents issued by the Authority, failing which its Earnest Money shall be forfeited. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any of the aforesaid stages.

(g) Applicants would be required to submit this RFQ along with an earnest money (the “**Earnest Money**”) of Rs. 25,00,000 (Rupees twenty five lakh only) in the form of demand draft drawn on any Scheduled Bank in India in favour of FA & CAO, Northern Railway and payable at Delhi or Bank Guarantee in the format at Appendix V from any Scheduled Bank having a minimum net worth of Rupees one thousand crore. Only those short listed Applicants whose Technical Proposal meet the requirements of the Authority shall be pre-qualified for submission of Bids for the Project. Earnest Money of Applicants, who are not short listed on the basis of their Applications in terms of this RFQ, will be returned by the Authority within a month of announcement of such short listing. The Earnest Money of the Applicants who pre qualify for submission of Bids shall be adjusted against the Bid Security. The Earnest Money shall be forfeited by the Authority if a:

- (i) short-listed Applicant invited by the Authority through RTP doesn't submit its Technical Proposal; or
 - (ii) short-listed Applicant based on its Technical Proposal fails to pre qualify; or
 - (iii) pre-qualified Applicant fails to submit its Bid; or
 - (iv) the Bid of a pre-qualified Applicant is rejected for want of the required Bid Security.
- (h) Applicants have to submit the Joint Bidding Agreement as per Format at Appendix IV which shall inter alia convey the existence or constitution of a Consortium and should be a legally binding document.
- (i) The Authority shall examine the Applications in the sequence specified hereunder. The Authority shall first examine the Applications for responsiveness in terms of Clause 2.19. Only the Applications found to be responsive will be examined further for completeness and adequacy of all legal documents submitted as part of the Application. Only the Applications that pass this stage of examination will be examined further for Threshold Technical Capability and Financial Capacity. Thereafter other eligibility requirements such as Conflict of Interest etc shall be checked for compliance. Applications not qualifying at any of the stages specified hereabove shall be rejected at that stage itself. The Authority will subsequently evaluate the remaining Applications in accordance with the provisions set out in Section 3.
- (j) For purposes of computation of the Technical Capacity in terms of Clause 2.2.2 and Experience Score in terms of Clause 3.2, following additional conditions shall apply:
- (i) payments made as owner or payments received as contractor/sub-contractor shall only be considered in case of construction of Eligible Project(s) under Category 3 and/or Category 4 specified in Clause 3.2;
 - (ii) payments made as project company/owner for development shall only be considered in case of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2;
 - (iii) collection and appropriation of revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1 shall be considered provided development of such Project was completed within the 15 (fifteen) financial years preceding the Application Due Date;

- (iv) the gross payments actually made or received as aforesaid shall qualify only after getting weighted by the percentage shares held by the entity claiming experience in such project company/entity or the consortium/ joint venture, as the case may be;
 - (v) for the purposes of compliance of the Threshold Technical Capability, the sum total of the gross payments/receipts shall be reckoned without application of factors specified in Clause 3.2.6;
 - (vi) projects that do not create new fixed assets or have construction periods more than 15 (fifteen) years or do not have a defined scope of work in terms of duration, cost and assets to be created shall not be considered as Eligible Project;
 - (vii) clubbing together of different smaller works or a small work with an old project to meet with the minimum requirement of capital cost shall not be allowed;
 - (viii) operation, maintenance, routine/special repairs, or procurement/purchase without creation of new fixed assets, shall not be considered as Eligible Project;
 - (ix) for the purposes of classification under passenger terminal, railway sector or core sector no peripheral or miscellaneous work shall be considered; and
 - (x) for the purposes of getting considered as Eligible Project, a project should have been completed/commissioned and/or being implemented successfully without the contract/concession having witnessed a premature termination or a court case arising out of contractual dispute.
- (k) For a project to qualify as an Eligible Project under Categories 1&2 in terms of Clause 3.2.3 following additional conditions shall apply:
- (i) the project should have been undertaken on any Public Private Partnership basis;

- (ii) the project must be in pursuance of a concession/contract from a public authority awarded not earlier than 15 (fifteen) years preceding the ADD;
 - (iii) the revenues from non-discriminatory access of an existing infrastructure transferred to a project company pursuant to a contract/concession shall not be considered;
 - (iv) the project should have gone past the financial close; and
 - (v) the entity claiming experience in respect of collection and appropriation of revenue must have held 26% of the equity of the project company for at least one year prior to commissioning date of the Eligible Project.
- (l) For a project to qualify as an Eligible Project under Categories 3&4 in terms of Clause 3.2.4 following additional conditions shall apply:
- (i) payment received as a contractor/sub-contractor for construction in respect of Eligible Projects under Category 1&2 shall be considered under Category 3&4;
 - (ii) if the experience is being claimed as owner, the capital cost of the Eligible Project (excluding cost of land) should not be less than Rs. 450 (Rupees four hundred fifty) crore;
 - (iii) if the experience is being claimed as a contractor/sub-contractor, the cost of such contract/sub-contract should not be less than Rs. 450 (Rupees four hundred fifty) crore;
 - (iv) the entity claiming experience should have held, in the company/entity owning the Eligible Project or the consortium/ joint venture executing the Eligible Project under a contract from the project owner, a minimum of 26% shares during the period for which Eligible Experience is being claimed; and
 - (v) payments made by a contractor to a sub-contractor shall not qualify as payments for the Eligible Project.

2.2.2 To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have:

- (i) paid for, or received payments for construction of Eligible Project(s); and/or
- (ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1; and/or
- (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1,

such that the sum total of the above is more than Rs. 4,500 (Rupees four thousand five hundred) crore (the “**Threshold Technical Capability**”). Provided that at least one fourth of the Threshold Technical Capability shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 3.2.1.

(B) **Financial Capacity:** The Applicant shall have a minimum Net Worth (the “**Financial Capacity**”) of Rs. 1,350 (Rupees one thousand three hundred fifty) crore as at the close of the preceding financial year.

In case of a Consortium, the combined technical capability and net worth of those Members, who have an equity share of at least 26% each in such Consortium, should satisfy the above conditions of eligibility.

2.2.3 **O&M Experience:** The Applicant acknowledges and agrees that it shall, in the event of winning the Bid, engage an experienced O&M contractor or employ experienced and qualified personnel for ensuring smooth operation and maintenance of the Project facilities in accordance with the terms of the Concession Agreement.

2.2.4 The Applicants shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.2.2(A) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), he should further support his claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFQ, 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 shareholders.

2.2.5 The Applicant should submit a Power of Attorney (signed by the Lead Member in case of Consortium) as per the format at Appendix-II, authorising the signatory of the Application to commit the Applicant.

2.2.6 Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 1956 (the “**SPV**”), to execute the Concession Agreement and implement the Project. In case the Applicant is a Consortium, it should comply with the following additional requirements:

- (a) Number of Members in a consortium should be limited to 6 (six), but information provided in the Application may be restricted to 4 (four) Members in the descending order of their equity contribution;
- (b) subject to the provisions of clause (a) above, the Application should contain the information required for each member of the Consortium;
- (c) Members of the Consortium shall nominate one Member as the lead member (the “**Lead Member**”), who shall have an equity share of at least 26% in the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the Members of the Consortium;

- (d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) the Members to a Consortium shall form an appropriate SPV to execute the Project if awarded to the Consortium; and
- (f) the Members of a Consortium shall enter into a legally binding Joint Bidding Agreement (the “**Jt. Bidding Agreement**”) for the purpose of making the Application and submitting Bid in the event of being short-listed. The Jt. Bidding Agreement shall, inter alia:
 - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities of each member at each stage;
 - (iii) commit the minimum equity stake to be held by each member; and
 - (iv) include a statement to the effect that all members of the Consortium shall, till such time as the Concession Agreement becomes effective on the Appointed date thereunder, be liable jointly and severally for all obligation relating to the Project in accordance with the terms of the Concession Agreement.

(Note: A copy of the Jt. Bidding Agreement should be submitted along with the Application. The Jt. Bidding Agreement entered into between the Members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Application shall be considered non-responsive).

2.2.7 Any entity which has been barred by the Central/ State Government or any entity controlled by them, from participating in any project (BOT or otherwise), and the

bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

- 2.2.8 An Applicant/ Consortium member should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach by such Applicant/ Consortium member.
- 2.2.9 In computing the Technical Capacity, Net Worth and Experience Score of the Applicant/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity, Net Worth and Experience Score of their respective Associates would also be eligible hereunder.

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

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

- (i) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (ii) information supplied by an Applicant (or other constituent member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;

- (iii) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.2 and 3.3; and
- (iv) in case the Applicant is a Consortium, each member of the Consortium should satisfy the RFQ requirements to the extent specified herein.

2.2.11 While Qualification is open to persons from any country, the following provisions shall be applicable:

- (a) Where, on the date of the Application, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or any of the constituents of a Consortium is held by persons resident outside India or where an Applicant or any of the constituents of a Consortium is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Application, there is an acquisition of 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 Applicant or any of the constituents of a Consortium;

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

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

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

- 2.2.12 In the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the five years preceding its latest financial year.

2.3 Change in composition of the Consortium

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

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

- (a) the Lead Member continues to be the Lead Member of the Consortium;
- (b) the substitute is at least equal, in terms of Technical Capacity and Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member 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.

- 2.3.4 The modified/ reconstituted Consortium shall be required to submit a revised Jt. Bidding Agreement before the Bid Due Date.

2.4 Number of Applications and costs thereof

- 2.4.1 An Applicant is eligible to submit only one Application for the Project. An applicant applying individually or as a Member of a Consortium shall not be

entitled to submit another application either individually or as a Member of any Consortium, as the case may be.

- 2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in either the Qualification Stage or the Bid Stage. 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

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining 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, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

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

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

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

2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

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

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant/Bidder. If the Applicant/Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

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

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority

to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant.

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

B. DOCUMENTS

2.8 Contents of the RFQ

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

Invitation for Qualification

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

Appendices

- I. Letter comprising the Application.
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement
- V. Bank Guarantee for Earnest Money
- VI. Guidelines of the Department of Disinvestment.

2.9 Clarifications

- 2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.11. They should send

in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be sent by fax or e-mail and/or will be uploaded on Authority's website without identifying the source of queries.

2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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

2.10 Amendment of RFQ

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

2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ or will be uploaded on Authority's website.

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

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

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

2.12 Format and signing of Application

2.12.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.12.2 The Applicant shall prepare one original set of the documents comprising the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Application, marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

2.12.3 The Application and its copies shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also initial each page in ink other than black and red. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. The Application shall contain a check list of contents, page numbers and shall be properly bound. All printed matters such as Annual Financial Statements, Memorandum of Article should be bound in a separate volume.

2.13 Sealing and Marking of Applications

2.13.1 The Applicant shall submit the Application in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as "APPLICATION". The

Applicant shall seal the original and each copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPIES”. The envelopes shall then be sealed in an outer envelope.

2.13.2 Each envelope shall contain:

- (i) Check list of contents in the Application showing page nos in the format at Appendix VI;
- (ii) Earnest Money either in the form of a Demand Draft or a Bank Guarantee as per format at Appendix V;
- (iii) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (iv) Power of Attorney for signing the Application as per the format at Appendix-II;
- (v) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III signed by all Members of the Consortium;
- (vi) Jt. Bidding Agreement, in case of a Consortium, as per format at Appendix IV;
- (vii) copy of Memorandum and Articles of Association, if the Applicant/ Consortium member is a body corporate, and if a partnership then a copy of its partnership deed;
- (viii) copies of Applicant's/ each Consortium member's duly audited balance sheet and profit and loss account for the preceding five years;
- (ix) a list of Associates of the Applicant or each of the Members (in case of Consortium) along with a chart showing the relationship of such Associates with the Applicant/ Member;
- (x) a list of shareholders holding directly or indirectly more than 5% shares in the Applicant or each of the Members (in case of Consortium); and
- (xi) two sets of soft copies, out of which one set of soft copies should be password protected for reference purposes, of filled in Checklist in M.S. Word-2003 and Annex II & III of Appendix I in M.S. Excel-2003 on a CD ROM.

Each of the envelopes shall clearly bear the following identification:

“Application for Qualification: Redevelopment of New Delhi Railway Station Project”

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

2.13.3 Each of the envelopes shall be addressed to:

ATTN. OF:	Mr P. K. Aggarwal
DESIGNATION	Executive Director, Land and Amenities-II, Railway Board, Ministry of Railways
ADDRESS:	Room No. 160, Rail Bhawan, Raisina Road, New Delhi-110001
FAX NO:	+91-11-23383245
E-MAIL ADDRESS:	edla2@rb.railnet.gov.in

2.13.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted.

2.13.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected. In case the Application is submitted on the document downloaded from Authority's website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and will ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFQ and the RFQ issued by MOR, the latter shall prevail.

2.14 Application Due Date

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

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

2.15 Late Applications

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

2.16 Modifications/ substitution/ withdrawal of Applications

- 2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.
- 2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.16.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Applications

- 2.17.1 The Authority shall open the Applications at 1530 hours IST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.
- 2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.

- 2.17.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 Any information contained in the Application shall not in anyway be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Application without assigning any reasons.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

2.19 Tests of responsiveness

- 2.19.1 As the first stage of evaluation process, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:
- (a) it is received as per format at Appendix-I along with all the Annexes;
 - (b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;

- (c) it is accompanied with the required Earnest Money as specified in Clause 2.2.1 (g);
- (d) it is signed, sealed, properly bound and marked as stipulated in Clause 2.12.3 and 2.13;
- (e) it is accompanied by the Power(s) of Attorney with clear evidence of authority for the person(s) signing as specified in Clause 2.2.5 and Clause 2.2.6 (c);
- (f) it contains all the information as requested in formats same as those specified in this RFQ including the soft copies of information specified in Clause 2.13.2 (xi);
- (g) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as specified in Clause 2.2.6(f);
- (h) it does not contain any condition or qualification; and
- (i) it is not non-responsive in terms hereof.

2.19.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

2.20 Clarifications

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

2.20.2 If an Applicant does not provide clarifications sought under Sub-Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. QUALIFICATION AND BIDDING

2.21 Short-listing and notification

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

2.22 Submission of Bids

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

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

2.23 Proprietary data

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

2.24 Correspondence with the Applicant

The Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

- 3.1.1 Only those Applicants whose Applications are found responsive in terms of Clause 2.19 and who meet the eligibility criteria specified in Clause 2.2 determined in the sequence specified in Clause 2.2.1 (i) shall qualify for evaluation under this Section 3. Applications not meeting with the requirements at any stage as specified in Clause 2.2.1 (i) shall be rejected.

3.2 Technical Capacity for purposes of evaluation

- 3.2.1 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 3.2.3 and 3.2.4 (the "**Eligible Projects**"):

- Category 1: Project experience on Eligible Projects in passenger terminals or railway sector that qualify under Clause 3.2.3
- Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.2.3
- Category 3: Construction experience on Eligible Projects in passenger terminals or railways sector that qualify under Clause 3.2.4
- Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.4

For the purpose of this RFQ:

- (i) passenger terminals shall mean railway stations, metro stations, airport terminals (with or without related airport infrastructure works) and bus terminals; and
- (ii) railways sector shall mean railways, metro, high speed railway including Maglev and other rail related projects including tracks, bridges, tunnels, signalling and overhead equipment; and
- (iii) core sector shall mean highways, power, telecom, ports, airports excluding passenger terminals, industrial parks, petroleum and natural gas, pipelines, irrigation, water supply, sewerage and real estate development.

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

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

- (a) It should have been undertaken on BOT, BOLT, BOO, 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/entity owning the Eligible Project, a minimum of 26% equity during the period for which Eligible Experience is being claimed;
- (c) the capital cost of the project (excluding cost of land) should be more than Rs. 450 (Rupees four hundred fifty) crore; and
- (d) the entity claiming experience shall, during the past 5 (five) financial years preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), and/or 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, telecommunications or passenger fare/ freight revenues and other incomes of the company owning the Project.

3.2.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant 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 Application 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, payments/receipts of less than Rs. 450 (four hundred fifty) crore 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 in works.

- 3.2.5 Applicants shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a Member of the Consortium or through an Associate thereof) might have played multiple roles in the cited project. Counting of a particular work of a project by an Applicant more than once shall not be permitted in any form. For avoidance of doubt an Applicant comprising the owner/project company and the contractor as Members shall not be permitted to claim experience both as the owner/project company and the contractor in respect of the same project. However, in the event the owner/project company and the contractor of an Eligible Project are Members of different Applicants, each entity shall be entitled to claim experience in respect of the work performed by it in such project.
- 3.2.6 Applicant's experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for a given category would be the eligible payments and/or receipts in Indian Rupees specified hereabove, divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below. In case the Applicant has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at his Experience Score.

Table 3.2.6: Factors for Experience across categories

	Factor
Category 1	1.67
Category 2	0.67
Category 3	1.00
Category 4	0.33

- 3.2.7 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 Details of Experience

- 3.3.1 The Applicant should furnish the details of Eligible Experience for the past 5 (five) years preceding the Application Due date.

3.3.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.3.3 The Applicant should furnish the required Project-specific information and evidence in support its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.4 Financial information for purposes of evaluation

3.4.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (of each member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Application is made.

3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for four years preceding the year for which the Audited Annual Report is not being provided.

3.4.3 The Applicant must provide details as per format at Annex-III of Appendix-I.

3.5 Short-listing of Applicants

3.5.1 The credentials of eligible Applicants 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 Applicant. In case of a Consortium, the Aggregate Experience Score of each of its members, who have an equity share of at least 26% in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.

3.5.2 The Applicants shall then be ranked on the basis of their respective Aggregate Experience Scores and short-listed for submission of Bids. The Authority expects to short-list up to 6 (six) pre-qualified Applicants for participation in the Bid Stage.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession 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 Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal,

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

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

5. PRE-APPLICATION CONFERENCE

- 5.1 A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the RFQ document shall be allowed to participate in the Pre-Application conference. Applicants who have downloaded the RFQ document from the Authority's website should submit a Demand Draft of Rs. 10,00,000 (Rs. ten lakh only) drawn on a Scheduled Bank in India in favour of FA&CAO/Northern Railway payable at Delhi towards the cost of document, through their representative attending the conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 5.2 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

APPENDIX I

Letter Comprising the Application for Pre-Qualification

(To be printed on the authorized letterhead of the Applicant (in case of single firm) or the Lead Member)

Dated:

To,

Executive Director-II,
Land and Amenities,
Railway Board, Ministry of Railways,
Room No. 160, Rail Bhawan,
Raisina Road, New Delhi-110001

Sub: Application for pre-qualification: Redevelopment of New Delhi Railway Station Project

Dear Sir,

With reference to your RFQ notice dated 30.10.2007, we, _____ (name of the Applicant) having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

- 2 All information provided in the Application and in Annexes I to IV is true and correct and all documents accompanying such Application are true copies of their respective originals.
- 3 This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
- 4 We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
- 5 We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any

project or contract nor have had any contract terminated for breach on our part.

7. We declare that:
- (a) We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority.
 - (b) We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document to the best of our knowledge at present; and in case any such Conflict of Interest comes to our notice, we shall intimate the Authority of the same within 5 days of Application Due Date; and
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.
9. We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document and are/ is qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process.

10. We declare that we/ any Member of the Consortium, are/ is not a Member of a/ any other Consortium applying for pre-qualification.
11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
14. 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, a copy of which forms part of the RFQ at Appendix-IV thereof.
15. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Authority of the same immediately.
16. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for lead member of consortium, as per format provided at Appendix II and III respectively of the RFQ, are also enclosed.
17. We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate itself as such prior to execution of the Concession Agreement.

18. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. We agree and undertake to abide by all the terms and conditions of the RFQ document.
20. We certify that in terms of the RFQ, our Networth is Rs. _____ (Rs. in words) and Experience Score is _____ (number in words).

In witness thereof, We submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date: _____ (Signature of the Authorised Signatory)

Place: _____ (Name and designation of the Authorised Signatory)

Name and seal of the Applicant/ Lead Member (in case of Consortium)

ANNEX-I

Details of Applicant

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. 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 Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) Information regarding role of each member should be provided as per table below:

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Annex-I

Sl. No.	Name of Member	Role* {Refer Clause 2.2.6(d)}	Percentage of equity in the Consortium {Refer Clauses 2.2.6(a) & (c)}
1.			
2.			
3.			
4.			

* The role of each member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

- (c) The following information shall also be provided for each Member of the Consortium:

Name of Applicant/ Member of Consortium:

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

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

ANNEX-II

Technical Capacity of the Applicant[@]*(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)*

Applicant type [#]	Member Code [*]	Project Code ^{**}	Category [§]	Specific Sub-Sector ^β	Experience (Equivalent Rs. crore) ^{ss}						Gross Experience ^u	Experience in Category 1&3 ^{uu}	Experience Score after applying factors [£]
					Payments made/ received for Eligible Projects of Category				Revenues from Eligible Projects of Category ^{##}				
					1	2	3	4	1	2			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Single entity Applicant		a											
		b											
		c											
		d											
Consortium Member 1		1a											
		1b											
		1c											
		1d											
Consortium Member 2		2a											
		2b											

		2c											
		2d											
Consortium Member 3		3a											
		3b											
		3c											
		3d											
Consortium Member 4		4a											
		4b											
		4c											
		4d											

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Annex-II

@ Provide details of only those projects that have been undertaken by the Applicant/ Member under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company in which the Applicant/Member/Associate has held a minimum of 26% equity as specified in Clause 3.2.3 (b) and 3.2.4. In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3(c) and for Categories 3 and 4, include only those projects which have an estimated capital cost/contract cost, as the case may be, exceeding the amount specified in Clause 3.2.4..

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant/Member with such Associate including an organizational chart showing the relationship with all such Associates clearly stating who is controlling whom and the nature of such relationship, in terms of Clause 2.2.9, shall be provided.

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

**Refer Annex-IV of this Appendix-I. Add more rows if necessary.

\$ Refer Clause 3.2.1.

^β Specific Sub-Sector under which the experience has been claimed such as railway, passenger terminal, highways, industrial park etc. as specified in Clause 3.2.1.

^{\$\$} For conversion of other currencies to Rupees, the rate of conversion shall be Rupees 45 (forty five) to a US Dollar. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the average of buying and selling rates prevailing in New York on the relevant date.

[¥] In case of projects in Categories 1 and 2, expenditure on development of a project shall not include the cost of land. In 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.

[£] For each row, divide the amount in the Experience column by one crore and then multiply the product by applicable factor set out in Table 3.2.6. In case of projects in Categories 1 and 2, the figures in columns 6 and 10 or 7 and 11, as the case may be, be added for computing the Experience Score of the respective projects.

^{##} Gross revenue for any Eligible Project should be minimum of the gross revenue shown at Annex IV duly supported by the statutory auditor and 50% of its capital cost provided therein.

^μThis should be the sum of figures in columns from 6 to 11, as may be applicable, for each row. The total under this column shall be for the check against Threshold Technical Capability as required in Clause 2.2.2 (A).

^{μμ}This should be the sum of figures in columns from 6, 8 and 10, as may be applicable, for each row. The total under this column shall be for the check against 25% of the Threshold Technical Capability as required in Clause 2.2.2 (A).

ANNEX-III

Financial Capacity of the Applicant

(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RFQ)

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

Applicant type ^{\$}	Member Code [£]	Net Cash Accruals					Net Worth [€]
		Year 1 (3)	Year 2 (4)	Year 3 (5)	Year 4 (6)	Year 5 (7)	Year 1 (8)
Single entity Applicant							
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
Consortium Member 4							
TOTAL							

Name & address of Applicant's Bankers:

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

[£]For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

[€]The Applicant should provide details of its own Financial Capability or of an Associate specified in Clause 2.2.9.

^{\$\$} As per pre-page.

Instructions:

1. The Applicant/ its constituent consortium members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
 - a) reflect the financial situation of the Applicant and its Associates where the Applicant is relying on its Associate's financials;
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net 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 Application Due Date falls within three months of the close of the latest financial year, refer to Clause 2.2.12.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (f) of the RFQ document.
6. The applicant shall also provide the name and address of the Bankers to the Applicant.
7. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFQ document.

ANNEX-IV

Details of Eligible Projects*(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)***Project Code:****Member Code:**

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Name of the Associate (if applicable) whose experience is claimed		
Title & nature of the project		
Category	5	
Share of year-wise payments received (for Category 3 & 4 project)	6	
Share of year-wise payments made	6	
Share of year-wise revenues appropriated (for Category 1 & 2 project)	6	
Name of the project company/owner	7	
Particulars of the concession granting authority or the client awarding the contract	8	
Location		
Project cost	9	
Contract cost (for Category 3 & 4)	10	
Date of commencement of project/contract	11	
Date of commissioning of project/completion of contract	12	
% shares in the company owning the project or the consortium/joint venture contractor executing the project with period during which share was held	13	
It is certified that above project/contract is being implemented/was implemented		

successfully without the concession/contract having witnessed a pre-mature termination or a court case arising out of contractual dispute.

Authorised Signatory

Appendix I
Annex-IV

Instructions:

1. Applicants are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFQ, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Application. Applicants should also refer to the Instructions below.
2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant 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 of the Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.
5. Refer to Clause 3.2.1 of the RFQ for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. 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 Application 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 2.2.12). For Categories 1 and 2, expenditure on development of the project and/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 3.2.3(c). In

case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the project/contract cost exceeds the minimum specified in Clause 2.2.1 (m) and total payments from the project exceeds the minimum limit specified in Clause 3.2.4. In case of

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Categories 3 & 4, where the construction has been done by a consortium, only the share of payments received by the Member firm, calculated by getting weighted by the percentage shares held by the member firm, or its Associate should be provided.

7. In case of projects in Categories 1 and 2, the name of the SPV/ project company (i.e. concessionaire) should be provided in which the Member or its Associate claiming the experience held 26% or more equity.
8. 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, when the entity claiming experience is contractor/sub-contractor, similar particulars of the client awarding the contract need to be provided.
9. Provide the estimated capital cost of Eligible Project. Refer to Clause 3.2.3.
10. Provide the contract cost of Eligible Project against which the Applicant, Member or its Associate paid for execution of construction or received payments from its client for construction works executed. Refer to Clause 3.2.4.
11. Provide the commencement date of Eligible Project. Refer to Clause 3.2.3.
12. 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 of the contract should be indicated.
13. For entity claiming any experience for Categories 1 and 2 projects and for entity claiming experience for making payment as owner of Categories 3 and 4 projects, the percent equity shareholding of such entity in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3). For entity claiming experience for receiving payment as contractor/sub-contractor for Category 3 and 4 projects, the percent share of such entity in the consortium/joint venture, who was awarded contract by its client, needs to be given (Refer Clause 3.2.4).

14. 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.
15. Certificate from the client or the Applicant's statutory auditor must be furnished as per formats^Φ below.

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Annex-IV

16. If the Applicant is claiming experience under Categories 1 & 2[£], it should provide a certificate from its statutory auditor in the format below:

<p align="center">Certificate from the Statutory Auditor for Category 1&2 projects (For entity claiming experience as a member of a consortium project company)</p>		
<p>This is to certify that _____ (<i>name of the Applicant/Member/Associate^Υ</i>) is/ was an equity shareholder in _____ (<i>title of the project company</i>) that owned and constructed the project _____ (<i>name of project</i>) and holds/ held Rs. *** cr. of equity (which constitutes ____%[€] of the total paid up and subscribed equity capital) of the project company from _____ (<i>date</i>) to _____ (<i>date</i>). The project was/is likely to be commissioned on _____ (<i>date of commissioning of the project</i>).</p>		
<p>We further certify that the total estimated capital cost (excluding cost of land) of the project is Rs. **** cr., of which Rs. **** cr. of capital expenditure was incurred by the aforesaid project company during the past five financial years as per year-wise details noted below:</p>		
Year	Total cost incurred	Share [¥] of the Applicant/Member/Associate ^Υ
<p>We also certify that the annual revenues collected and appropriated by the aforesaid project company from the aforesaid project from users availing of non-discriminatory access to or use of fixed project assets in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ during the past five financial years were Rs. **** cr. as per year-wise details noted below:</p>		
Year	Total revenue	Share [¥] of the Applicant/Member/Associate ^Υ

^Φ Provide certificates as per these formats only. Attach Explanatory Notes to the Certificate, if necessary. In case the certificate is either not as per the specified format or explanatory notes are attached therewith an additional certificate exactly as per the specified format signed by the CEO/MD or the CFO/Director Finance of the Company shall be submitted.

[£] Refer Clause 3.2.1 of the RFQ.

[€] Refer instruction no. 10 in this Annex-IV.

[¥] Weighted to the percentage equity share holding of Applicant/Member/Associate in the project company. Refer Clause 3.2.3.

(^Ystrike out whichever is not applicable)

Authorised Signatory

Name:

Designation:

Signature of the Authorised
Signatory and date

Appendix I
Annex-IV

Certificate from the Statutory Auditor regarding Category 1&2 projects

(For entity claiming experience as single firm project company)

This is to certify that _____ (name of Applicant/ Member/ Associate^Y) owned and constructed the _____ (name of project) 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 (excluding cost of land) of the project is Rs. **** cr., of which Rs. **** cr. of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

Year	Cost incurred
------	---------------

We also certify that the annual revenues collected and appropriated by the aforesaid project company from the aforesaid project from users availing of non-discriminatory access to or use of fixed project assets in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ during the past five financial years were Rs. **** cr. as per year-wise details noted below:

Year	Revenue appropriated
------	----------------------

(^Ystrike out whichever is not applicable)

Authorised Signatory

Name:

Designation:

Signature of the Authorised
Signatory and date

14. If the Applicant is claiming experience under Category 3 & 4^{*}, it should provide a certificate from its statutory auditors or the client in the formats given below:

Appendix I

Annex-IV

Certificate from the Statutory Auditor for Category 3&4 projects

(For entity claiming experience as contractor)

This is to certify that _____ (*name of the Applicant/Member/Associate*) was engaged by _____ (*title of the project company*) as single company contractor/ member of a consortium contractor^r _____ (*name of consortium*) to execute _____ (*name of project*) for _____ (*nature of project*). The construction of the project commenced on _____ (*date*), and the construction was/ is likely to be completed^r on _____ (*date*). It is certified that _____ (*name of the Applicant/ Member/ Associate^r*) received Rs. *** cr. by way of payment for the aforesaid construction.

We further certify that the cost of the construction contract is Rs. **** cr., of which the Applicant/Member/Associate^r received Rs. **** cr., in terms of Clauses 3.2.1 and 3.2.4, during the past five financial years as per year-wise details noted below:

Year	Payment received
------	------------------

It is further certified that the payments indicated above are restricted to the share of the Applicant/Member/Associate^r who undertook these works as a member of a consortium in terms of Clause 3.2.4.[▲]

(^r *strike out whichever is not applicable*)

Authorised Signatory

Name:

Designation:

Signature of the Authorised Signatory
and date.

^{*} Refer Clauses 3.2.1 and 3.2.4 of the RFQ.

[▲] This certification should be provided in case the Applicant/Member/Associate executed the Eligible Project as contractor as part of a consortium.

Appendix I

Annex-IV

Certificate from the Statutory Auditor for Category 3&4 projects

(For entity claiming experience as single firm project company/owner)

This is to certify that _____ (*name of Applicant/ Member/ Associate^r*) owned and constructed the _____ (*name of project*) through _____ (*name(s) of the contractor(s)*). The construction of the project commenced on _____ (*date*) and the project was/ is likely to be^r commissioned on _____ (*date*). It is certified that _____ (*name of the Applicant/ Member/ Associate^r*) paid Rs. *** cr. by way of payment for the aforesaid construction.

We further certify that the total estimated capital cost (excluding cost of land) of the project is Rs. **** cr., of which the Applicant/Member/Associate^r paid Rs. **** cr., in terms of Clauses 3.2.1 and 3.2.4, during the past five financial years as per year-wise details noted below:

Year	Cost incurred
------	---------------

(^r*strike out whichever is not applicable*)

Authorised Signatory

Name:

Designation:

Signature of the Authorised Signatory
and date.

Appendix I
Annex-IV

Certificate from the Statutory Auditor/ Client for Category 3 & 4 projects

(For entity claiming experience as a member of a consortium project company)

This is to certify that _____ (*name of Applicant/ Member/ Associate^Y*) held _____% 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(s) of the contractor(s)*). The construction of the project commenced on _____ (*date*). It is certified that _____ (*name of the project company*) paid Rs. *** cr. by way of payment for the aforesaid construction.

We further certify that the total estimated capital cost (excluding cost of land) of the project is Rs. **** cr., of which the project company paid Rs. **** cr., in terms of Clauses 3.2.1 and 3.2.4, during the past five financial years as per year-wise details noted below:

Year	Total cost incurred	Share ^Y of the Applicant/Member/Associate ^Y
------	---------------------	---

(^Y *strike out whichever is not applicable*)

Authorised Signatory

Name:

Designation:

Signature of the Authorised Signatory
and date.

15. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and shall lead to exclusion of the relevant project in computation of Experience Score[⊕].

^Y Weighted to the percentage equity share holding of Applicant/Member/Associate in the project company. Refer Clause 3.2.4.

[⊕] Refer Clause 3.2.6 of the RFQ.

ANNEX-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant (in case of sole firm)/ Lead Member of Consortium and executed by the Authorised Signatory)

Ref. Date:

To,

Executive Director-II,
Land and Amenities,
Railway Board, Ministry of Railways,
Room No. 160, Rail Bhawan,
Raisina Road, New Delhi-110001

Dear Sir,

We, _____(name of Applicant in case of sole firm/Lead Member) hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the RFQ document.

It has been agreed that _____ (insert Member's name) will act as the Lead Member of our Consortium.*

We have agreed that _____(insert individual's name) will act as our Authorised Signatory/ will act as the Authorised Signatory of the Consortium on its behalf* and has been duly authorized to submit the RFQ. Further, the Authorised Signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorised Signatory

For and on behalf of _____

(Name of Applicant in case of sole firm/Lead Member)

**Please strike out whichever is not applicable.*

APPENDIX II

Power of Attorney for Authorized Signatory

*(To be executed by the Applicant in case of sole firm/ Lead Member. Refer
Clause 2.2.5)*

Know all men by these presents, We _____
(name of the Applicant in case of sole firm/Lead Member and address of the
registered office) do hereby irrevocably constitute, nominate, appoint and authorise
Mr/ Ms (name), _____ son/daughter/wife of
_____ and presently residing at _____, who
is presently employed with us and holding the position of
_____, as our true and lawful attorney (hereinafter referred to
as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things
as are necessary or required in connection with or incidental to submission of our
application for pre-qualification and submission of our bid for the Redevelopment of
New Delhi Railway Station Project proposed or being developed by the Ministry of
Railways (the “Authority”) including but not limited to signing and submission of all
applications, bids and other documents and writings, participate in Pre-Applications
and other conferences and providing information/ responses to the Authority,
representing us in all matters before the Authority, signing and execution of all
contracts including the Concession Agreement and undertakings consequent to
acceptance of our bid, and generally dealing with the Authority in all matters in
connection with or relating to or arising out of our bid for the said Project and/ or
upon award thereof to us and/or till the entering into of the Concession Agreement
with the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____
DAY OF _____, 2***

Appendix II

Page 2

For -----

(Name of Applicant in case of sole firm/
Lead Member)

(Signature)

(Name, Title and Address)

Witnesses:

1.

Notarised

2.

Accepted

(Signature)

(Name, Title and Address
of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also the Applicant/ Lead Member should attach a copy of the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the required delegation of power and the authority to execute this Power of Attorney on behalf of the Applicant/ Lead Member.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX III

Power of Attorney for Lead Member of Consortium

(To be executed jointly by all the Members of Consortium. Refer Clause 2.13.2)

Whereas the President of India acting through the Ministry of Railways (“the Authority”) has invited applications from interested parties for the Redevelopment of New Delhi Railway Station Project (“the Project”).

Whereas, _____, _____, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, and M/s. _____ having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and

Appendix III

Page 2

submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of 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 Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 ____ 2***

For _____ (Name of Member 1)
(Signature)

(Name & Title)

For _____ (Name of Member 2)
(Signature)

(Name & Title)

Accepted:

For _____ (Name of Lead Member)
(Signature)

(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also each Consortium Member should attach a copy of the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power and the authority to execute this Power of Attorney on behalf of the Consortium Member .*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX IV

Joint Bidding Agreement

(To be executed jointly by all the Members of Consortium. Refer Clause 2.13.2)

Whereas, Railway Board, Ministry of Railways, having its office at Rail Bhawan, New Delhi 110001, (hereinafter referred to as the “Authority”, which expression shall, unless it be repugnant to the subject or context thereof, include its, successors and assigns) has invited applications (the “Applications”) through Request for Qualification (the “RFQ”) for pre qualification of bidders for Redevelopment of New Delhi Railway Station (the “Project”).

Whereas, _____, _____, _____ and _____ are interested in jointly bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary as per the RFQ for constitution of a consortium among all the firms jointly applying for the Project and entering into an agreement for jointly bidding for the Project.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

1. We, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, and M/s. _____ having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter individually referred to as the “Members” which expression shall, unless it be repugnant to the subject or context thereof, include the respective successors and assigns) do hereby irrevocably decide and constitute a consortium (the “Consortium”) for the purposes of jointly applying and participating in the bidding process for the Project.
2. Members hereby undertake to constitute a special purpose vehicle (the “SPV”) under Indian Companies Act 1956 for entering into concession agreement with the Authority and subsequently carrying out all the responsibilities as the concessionaire in terms of the concession agreement for the Project, in the

event the Consortium is selected for award of the Project. Members do further undertake to have the equity shareholding in the SPV as follows:

* * * * *

Members do hereby undertake that a minimum of 26% equity in the SPV shall be held by the Lead Member and other Members whose experience has been utilized by the Consortium for qualifying for the Project in terms of the RFQ till the signing of the concession agreement for the Project and as per the terms of the concession agreement thereafter.

3. Members hereby undertake to have roles and responsibilities as described below:

(i) Lead member: _____ (name of the Lead Member).

Lead Member shall have the power of attorney of all Members for conducting all business for and on behalf of the Consortium during the bidding process and after award of the Project.

(ii) Technical Member: _____ (name of the Member contributing maximum experience score for the Consortium in terms of the RFQ).

Technical Member shall be responsible for design and construction of the Project.

(iii) Operation and Maintenance Member: _____ (name of the Member having the Operation and Maintenance experience required in terms of RFQ)

Operation and Maintenance Member shall be responsible for the operation and maintenance of the Project after the commissioning in terms of the concession agreement.

(iv) Finance Member: _____ (name of the Member having financial background)

Financial Member shall be responsible for arranging finances for the Project and achieving financial close in terms of the concession agreement.

(v) Other Member(s) _____ (name(s) of other Members in the Consortium alongwith respective roles and responsibilities.

Members do hereby undertake to be jointly and severally responsible for all obligations relating to the Project in accordance with the terms of the

concession agreement, till such time as the concession agreement becomes effective on the appointed date thereunder.

4. Members do hereby undertake to participate in the bidding process only through this Consortium and not participate in any other consortium constituted for this Project either directly or indirectly through any of their Associates, so that a conflict of interest doesn't get created in terms of the RFQ.
5. This Agreement shall be valid till the time SPV is registered under Indian Companies Act 1956 in case the Consortium gets the Project awarded to it. However, in case Consortium either doesn't get pre-qualified for the Project or doesn't get selected for award of the Project leading to return of the Bid Security by the Authority, the Agreement will stand dissolved on return the Earnest Money or the Bid Security, as the case may be, by the Authority.

IN WITNESS WHEREOF WE THE MEMBERS ABOVE NAMED HAVE
EXECUTED THIS AGREEMENT ON THIS ____ DAY OF ____ 2***

For _____ (Name of Lead Member)
(Signature)

(Name & Title)

For _____ (Name of Member 1)
(Signature)

(Name & Title)

For _____ (Name of Member 2)
(Signature)

(Name & Title)

For _____ (Name of Member 3)

(Signature)

(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

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

Notes:

- *The mode of execution of the Consortium 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.*
- *Also each Consortium Member should attach a copy of the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and the authority to execute this Agreement on behalf of the Consortium Member .*
- *For a Consortium Agreement executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX V

Bank Guarantee for Earnest Money

(Refer Clauses 2.2.1 (g))

B.G.No.

Dated:

1. In consideration of Railway Board, Ministry of Railways, having its office at Rail Bhawan, New Delhi 110001, (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 invited applications (the “Applications”) through Request for Qualification (the “RFQ”) for pre qualification of bidders for Redevelopment of New Delhi Railway Station (the “Project”), the Authority requires submission of earnest money of Rs. 25,00,000 (Rupees twenty five lakh only) (the “Earnest Money”) in the form of a bank guarantee from a Bank (Nationalised/ Scheduled Bank) having net worth of at least Rs.1000 crore along with the Applications to be submitted by interested parties.

2. WHEREAS, _____ (name of the applicant) (hereinafter referred to as the “Applicant”, which expression shall, unless it be repugnant to the subject or context thereof, include its/their executors, administrators, successors and assigns) wishes to submit its Application for the Project pursuant to the RFP Document dated issued in respect of the Project and as part of the Application, the Applicant has to submit Earnest Money in the form of a Bank Guarantee.

3. KNOW ALL MEN by these presents that we _____ (name of bank) of _____ (city and country) having our registered office at _____ (hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) and having a net-worth of not less than Rs. 1000 crore having been requested by the Applicant to provide the Earnest Money in the form of bank guarantee, do hereby in terms of Clause 2.2.1 (g) read with 2.21 of the RFQ, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ documents by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 1,00,00,000/- (Rupees one crore) as Earnest Money as our primary obligation (hereinafter referred to as “Guarantee”).

4. Any such written demand made by the Authority on the Bank stating that the Applicant is in default of the terms and conditions contained in the RFQ document shall be final, conclusive and binding on the Bank notwithstanding any difference between the Authority and the Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Authority discharges this Bank Guarantee.

5. 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 Applicant or any other person and irrespective of whether the claim of the Authority is disputed by the Applicant 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 Applicant to fulfill and comply with the terms and conditions contained in the RFP document including failure of the said Applicant to keep its Application 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).

6. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Application 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 Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

7. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFQ document and the decision of the Authority that the Applicant 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.

8. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.

9. 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 RFQ document or to extend time for submission of the Application or the Application validity period or the period for conveying short listing of Applicants or extend time for submission of Technical Proposals or the period for conveying pre qualification for Bids or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFQ document by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing.

10. Any of the terms and conditions contained in the said RFQ document 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 Applicant or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Applicant or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

11. 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.

12. We undertake to make the payment on receipt of the Authority's notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

13. It shall not be necessary for the Authority to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority

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

14. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

15. 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.

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX VI

Checklist for Application

(Refer Clauses 2.13.2 (i))

Requirement	Complied with (Yes / No)
Whether the cost of the RFQ document was paid by the Applicant or any of the Members of the Consortium to the Authority	
Document properly bound	
All the pages numbered serially	
Each page of the book initialled in ink, other than black and red, by the Authorized Signatory	

Sl. No.	Document / enclosure for submission	Document Submitted (Yes / No / Not Applicable)	Page Nos (__ to __)	Total No of Pages
1	Letter of Application in the format at Appendix I i) signed by Authorized Signatory with company seal ii) on the letterhead of the Applicant/ Lead Member			
2	Details of Applicant in the prescribed format at Annex I of Appendix I			
3	Technical Capacity of the Applicant in the prescribed format at Annex II of Appendix I including soft copy in M.S. Excel-2003			
4	i) Financial Capacity of the Applicant in the prescribed format at Annex III of Appendix I including soft copy of M.S. Excel 2003 ii) Name and address of the Bankers of the Applicant			
5	Certificate(s) from Statutory Auditor(s) specifying the Net Worth of each Member as claimed in the Financial Capacity along with methodology adopted for its calculation			
6	Balance sheet, financial statements and			

	Annual Reports for five years preceding ADD of Applicant/ each Member (bound in separate volume).			
7	Joint Bidding Agreement executed on non-judicial stamp paper of Rs. 100/- and duly notarised as per the prescribed format at Appendix IV (i) Evidence for the delegation of power and the authority to execute this Agreement (ii) Joint Bidding Agreement executed and issued overseas to be legalized by the Indian embassy and notarised in the jurisdiction where the undertaking is being issued			
8	Earnest Money (To be submitted in plastic folder) ; either in the form of a demand draft or a bank guarantee executed on non-judicial stamp paper of Rs. 100/- as per the prescribed format at Appendix V			
9	Power of Attorney for the Authorized Signatory (submitted by the Lead Member) executed on non-judicial stamp paper of Rs. 100/- and duly notarized as per the prescribed format at Appendix II (i) Evidence for the delegation of power and the authority to execute this Agreement (ii) Joint Bidding Agreement executed and issued overseas to be legalized by the Indian embassy and notarised in the jurisdiction where the undertaking is being issued			
10	Power of Attorney in favour of the Lead Member of Consortium executed on non-judicial stamp paper of Rs. 100/- and duly notarized as per the prescribed format at Appendix III (i) Evidence for the delegation of power and the authority to execute this Agreement (ii) Joint Bidding Agreement executed and issued overseas to be legalized by the Indian embassy and notarised in the jurisdiction where the undertaking is being issued			
12	Statement of Legal Capacity on the letter head of the Applicant/Lead			

	Member in the prescribed format at Annex V of Appendix I.			
13	Information on Associates and shareholders as specified at Clause 2.13.2 (viii);			
14	A list of shareholders holding directly or indirectly more than 5% shares in the Applicant or each Member (in case of Consortium)			
15	Details of Eligible Projects in the prescribed format at Annex IV of Appendix I together with Statutory Auditor's certificate in the respective prescribed format therein.			

Date:

Place:

Company Seal of the Applicant/
Signatory)

Lead Member of the Consortium

(Signature of the Authorised

(Name and designation)

APPENDIX VII²

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

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

Block 14, CGO Complex
New Delhi.

Dated 13th July, 2001.

OFFICE MEMORANDUM

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

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

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court

² These guidelines may be modified or substituted by the Government from time to time.

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