Frequently Asked Questions w.r.t Bidding Documents of Nagpur, Gwalior, Amritsar and Sabarmati Railway Stations

[These FAQs are for illustrative purpose and for the sake of convenience of prospective Bidder, the terms and conditions of the Bidding Documents shall prevail]

SI. No.	Applicant's Query	Recommendation
1.	Who is the project development agency?	Indian Railway Stations Development Corporation Limited ("IRSDC") has been approved as the project development agency. Relevant details are available on the website vide letter of Railway Board dated 17-10-2018 is available on the website of IRSDC.
2.	What is the role of project development agency?	IRSDC, as the project development agency, will be carrying out the bidding process for the Project, including provision of development plans — master plan, architectural drawings etc., consult with urban local bodies/other statutory authorities while approving the plans, so that the development is harmonious with surrounding development, generally following National Transit Oriented Development (TOD) Policy.
3.	Whether Consortium is allowed and what is the maximum number of members allowed in a Consortium?	Consortium is allowed. Maximum number of consortium shall not exceed 6.
4.	What are the conditions for Consortium?	Members of the Consortium will be required to nominate one member as the lead member, who will have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
5.	What is the bid parameter?	The bid parameter will be Upfront Premium with fixed Annual Premium OR Annual Premium with fixed Upfront Premium. The bid parameter for each Station shall be shared at RFP stage.
6.	Who are eligible to apply?	An Applicant can be a natural person, private entity or Government owned entity, Alternative Investment Fund or Foreign Investment Fund.
7.	Whether Alternative Investment Fund and Foreign Investment Fund shall be eligible to participate?	Yes, they are eligible to participate in the Bidding Process on the basis of eligibility criteria as stipulated in RFQ.
8.	Whether there is a requirement to provide past financials for Foreign Investment Fund and Alternative Investment Fund who are seeking to get qualified on the basis of ACI?	Yes it is required. In case AIF and FIF using ACI, ACI would be considered as per the certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 3 (three) months prior to the Application Due

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9.	Can Associate/ Member on behalf of the Applicant remit the document fee	Yes, the document fee is non- refundable and non-transferable.
10.	What is the percentage threshold for Conflict of Interest?	20%
11.	What is similar sector for Eligible Projects?	Project and construction experience in similar passenger terminals or railway sector
		passenger terminals shall mean having a minimum passenger handling capacity of
		5000 persons /day in railway stations, metro stations, airport terminals (with or without
		related airport infrastructure works), ports, integrated check posts, and bus terminals;
		and railways sector shall mean railways, metro, high speed railway including Maglev and other rail related projects including tracks, bridges, tunnels, signalling and
		overhead equipment.
12.	What is the Core Sector for Eligible Project?	Project and construction experience in core sector:
		core sector would be deemed to include highways, power, telecom, ports, airports
		excluding passenger terminals, industrial parks/ estates, logistic parks, petroleum and
40		natural gas, pipelines, irrigation, water supply, sewerage and real estate development\$
13.	Is there any factor for experience across categories for calculation of Threshold Technical Capacity?	
		Categories Factor
		Category 1 1.25
		Category 2 1.00
		Category 3 0.75
		Category 4 0.50
14.	Whether there is restriction for claiming technical	
	experience outside India?	Eligible Project situated in a developed country which is a member of OECD shall be
		further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the
15.	What is the threshold for share capital of Applicant being	Experience Score for such Eligible Project. While Qualification is open to persons from any country, the following provisions shall
10.	held by resident outside India which does not require	

[§] Real estate development shall not include residential flats unless they form part of a real estate complex or township which has been built by the Applicant.

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	approval from national interest perspective?	 (a) Where, on the date of the Application, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member 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 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member. The above shall be subject to approval from national security and public interest perspective. The decision of the Authority will be final.
16.	What is the equity lock-in conditions?	The members shall commit that whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and is required to further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the station development Cost specified in the Concession Agreement.
17.	What are the physical submissions required to be made by the Applicant?	 Power of Attorney for signing of Application in the format at Appendix-II of the RFQ; If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-III of the RFQ document; If applicable, Joint Bidding Agreement in the format at Appendix-IV of the RFQ document.
18.	Can the same technical experience be claimed by two separate Bidders, one as a contractor and other as developer?	Yes, but within a Consortium the same project would not be used for aggregation to achieve the Technical Capacity.
19.	Whether Change in Consortium permissible during the Qualification Stage?	No, it is not permissible however it may be permitted by the Authority during the Bid Stage subject to following conditions: (a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date; (b) the Lead Member continues to be the Lead Member of the Consortium; (c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium

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		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 (d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.
20.	whether an Applicant may demonstrate its Technical Capacity through the Eligible Project(s) of one or more Associates, and demonstrate Financial Capacity through a different Associate?	Yes, provided such Associate is 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 or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.
21.	Power of Attorney for Signing the Bid and Power of Attorney for Lead Member of Consortium	
	What is the mode of execution of Power of Attorney?	The Power of Attorney document shall be made on the Stamp Paper of appropriate value depending on the place where it is made. The format of Power of Attorney is provided at Appendix II of the RFQ Document.
	 Whether Board Resolution is required, if the name of the Director appears in the Charter Documents of the Company (MOA and AOA) and whether Managing Director is exempted from providing Power of Attorney? 	Yes, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
	 Whether Power of Attorney executed and issued oversees, the said document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued? 	Yes, it is required, however, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.
22.	What are the entitlements/ rights of the Concessionaire in consideration of its investment and services?	The Concessionaire shall, in consideration of its investment and services, be in accordance with the provisions of the Concession Agreement entitled to:

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		 levy and collect a pre-determined user fee for specified station facilities through itself and/or through the Authority; recover charges from service providers for use of specified spaces within the
		station; and
		 undertake development and commercial exploitation of Station Estate Development.
23.		The indicative Built-Up Area is provided in PIM.
	status of the Site to be handed over to the Concessionaire and for which the leasehold rights will be granted?	The Site is under exclusive ownership of Railways without any encumbrances.
24.	What is the project component?	The Project has been divided into three components i.e.
		a. Railway Station redevelopment and its operation & maintenance for 60 years on
		license basis;
		b. Station Estate (real estate) Development to be given on lease basis for 60 years City side development to be given on lease basis for 99 years.
25.	What is the Project Structure?	The Project is proposed to developed on PPP basis.
26.	Whether the Lease period will be extended beyond 60 years/99 years?	Such extension is not envisaged.
27.	When will the User Fee Notified?	The User Fee shall be notified before RFP.
28.	Whether entitlement to demand and collect User Fee shall be available to the Concessionaire for entire Concession Period?	Yes, it will be available for entire Concession Period i.e. for 60 years.
29.	What do we mean by COD of Project?	When Completion Certificate is issued for completion of the Railway Station other than Station Estate Development.
30.	Who will obtain the Environmental Clearance?	Applicable Permits relating to environmental protection, conservation of the Site and forest clearance will be procured by the Government
31.	What are the clearances, no objections apart from sanction of plans required for the proposed development and who and from which agency/ies it needs to be taken?	All applicable permits/ No objections/Clearances, except for Environment and heritage clearance, would have to be obtained by Developer from competent authorities
32.	What will be the bid security amount?	The likely amount of Bid Security is equivalent to about 1% (one per cent) of the indicative project cost.

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33.	What shall be the Payment terms and the rights available to the Concessionaire in this project?	 Following are the indicative payment terms: Annual Premium payable from first accounting year commencing after COD Upfront Premium payable prior to the execution of the Agreement (if applicable) Additional Concession Fee payable from 15th year of COD The details will be shared at the RFP stage.
34.	Whether Authority will give the layout plan, specifications and development schemes for the redevelopment project to be executed by the Concessionaire?	The schedules/ specifications for the redevelopment project would be given in the RFP document.
35.	Who will have the ownership of materials like tracks, old iron gates & other built up structures scheduled for demolition lying in the site?	The site will be handed over to the Concessionaire on as is where is basis. The released material from fixed and immovable assets on the site after demolition shall be the ownership of concessionaire. Details on the same will be shared with the bidders at RFP stage.
36.	How will be the Site be handed over to the Concessionaire?	The site will be offered to the Concessionaire in accordance with the handover protocol based on the joint inventory.
37.	Is there any encroachment on the site?	None
38.	Who will approve and sanction the Plans for redevelopment Project?	IRSDC, as the project development agency, will be approving the plans, so that the development is harmonious with surrounding development, generally following National Transit Oriented Development (TOD) Policy
39.	Does the land require change of land use?	The project does not require any change in land use.
40.	What is permissible land use of the Site?	Mixed land use is permissible. TOD principles to be adopted.
41.	What is the construction period for Station Redevelopment?	It is generally 2-3 years. However, the same will be shared with the bidders at RFP stage.
42.	What is the construction period for Station Estate Development?	It is generally 12-15 years. However, the same will be shared with the bidders at RFP stage.

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43.	What rights/interest on land can be mortgaged/encumbered by the Concessionaire to the lenders?	 No encumbrance to be created without permission of Government. Following are the permitted assigns and charges: (a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Railway Station; (b) mortgages/pledges/hypothecation of goods/assets (including Station Estate Development) other than Project Assets and assignment of rights, interest and obligations of the Concessionaire in favour of lenders under the financing agreement (c) to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements; and (d) liens or Encumbrances required by any Applicable Law.
44.	Whether the existing services like water & electricity can be utilized by the Developer?	The Concessionaire may seek supply of water and electricity from the Government, the Government on its part may agree to provide such connections, provided that it does not hamper its requirement. In case the Government agrees to supply water and electricity, the Concessionaire will have to install the meter at its cost, further the Concessionaire will be required to pay for consumption of such water and electricity at actuals as per then prevailing tariff and Taxes if any, as applicable.
45.	What is the maximum building height permitted in the area?	Mandatory clearance is required from AAI, Fire dept. and other competent agencies. However, the Concessionaire may confirm the maximum permissible height in the area from competent authorities.
46.	What lease/license rights shall be granted to Concessionaire?	The license rights for the Station Development shall be for a period of 60 years commencing from the Appointed Date, and the Lease rights for Station Area Estate as per the Station Estate Lease Deed for [60] and Lease rights for City Side Station Estate as per the Station Estate Lease Deed for [99] years from Appointed Date respectively. Provided that in the event Station Augmentation is not undertaken for any reason in accordance with the provisions of this Agreement, the Concession Period shall be 30 years.
47.	What are the Conditions Precedents to be satisfied by the Concessionaire?	The Conditions Precedent to be satisfied by Concessionaire are a) Submission of Performance Security to the Government; b) executed and procured execution of the Escrow Agreement, Substitution

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		Agreement, Shareholders' Agreement, Financing Agreement, Project Implementation and Management Agreement c) procured all the Applicable Permits; d) delivered to the Government a legal opinion from the legal counsel e) prepared and submitted the Project Development and Operation & Maintenance Plan
48.	What are Conditions Precedents to be satisfied by the Government?	 The Conditions Precedent to be satisfied by Concessionaire are a) procured for the Concessionaire the Right of Way to the Site b) issued the Fee Notification; c) novated the Existing Contracts in favour of the Concessionaire, d) procured all Applicable Permits relating to environmental protection, conservation of the Site and forest clearance; e) approved the Project Development and Operation & Maintenance Plan, submitted by the Concessionaire as per terms of this Agreement; and f) executed Project Implementation and Management Agreement
49.	Are their any obligations pertaining to procurement of goods and Services for the Concessionaire?	It shall procure contracts, goods and services for the operation of the Railway Station in a fair, transparent and efficient manner, and shall frame a procurement policy. For procurement of contracts, goods or services and for award of leases, licenses, sublicenses or any other rights or privilege where the consideration exceeds Rs. 50 lakh in any Accounting Year, the Concessionaire shall invite offers through open competitive bidding and shall select the awardees in accordance with the policy specified.
50.	Does the Concessionaire also have the branding rights for Railway Station?	The Railway Station excluding Station Estate Development, or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders, save and except as may be necessary in the normal course of business.
51.	Are there any restrictions on advertising on the railway station?	Advertising, display or hoarding shall not diminish the aesthetic quality of the Railway Station or shall not violate Applicable Laws. All advertising on the Railway Station shall be socially sensitive and shall also conform to Good Industry Practice.
52.	Is the Concessionaire allowed refinance the Debt Due?	Yes. Concessionaire is allowed refinance subject to the prior consent of the Government. However, the tenure of debt refinanced hereunder may be determined mutually between the Senior Lenders and the Concessionaire, but the repayment thereof shall be completed no later than 1 (one) year prior to expiry of the Concession Period.

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53.	What constitutes change in ownership?	"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {selected bidder/Consortium Members}, together with {its/their} Associates in the total Equity to decline below (i) 51% thereof until the 2nd anniversary of COD, or such lower proportion as may be permitted by the Government during the remaining Concession Period; provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of {the selected bidder/any Consortium Member} to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership;
54.	Does Change of Ownership require Authority's approval?	The following shall constitute a Change in Ownership requiring prior approval of the Government from national security and public interest perspective a) all acquisitions of Equity by an acquirer, in aggregate of 25% (twenty-five per cent) or more of the total Equity of the Concessionaire; or b) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him.
55.	Are there any restrictions on change on ownership?	Yes. Change in Ownership may require prior approval of the Government from national security and public interest perspective as described in S.No. 45. Moreover, the {selected bidder/Consortium Members}, together with {its/their} Associates, hold not less than 51% of its issued and paid up until the 2nd anniversary of COD; and that no Member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall, until second anniversary of the COD, hold less than 26% of such Equity which shall also be no less than 5% of the Total Project Cost;
56.	What is the amount of Performance Security? What is the deadline for submission of Performance Security?	Concessionaire has to submit a Performance Guarantee of 3% of Total Project Cost. The same shall be finalized at RFP stage. Performance security is to be submitted with 180 days of signing of Agreement. It is a Conditions Precedent of Concessionaire.
57.	Are there any activities excluded from Concessionaire's O&M obligations?	The O&M obligations of the Concessionaire shall not include the following: (a) dispatch, reception or stabling of Locomotives and Trains;

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		 (b) signalling, railway communications, overhead electric lines and railway tracks.; (c) ticketing except platform tickets/Visitors Fee, [parcel and] luggage handling services, including any porter services in the Station; (d) on-board catering and other services on trains; (e) train enquiries and public announcements. Provided that assets (and equipment) for public announcement and train information system shall be maintained by the Concessionaire, subject to the Government continuing to have responsibility for data feeding for the train information system; (f) security of the functions and assets and provision of security and access control services, including any Railway Police, Railway Protection Force. Provided that the maintenance of the assets (and equipment) relating to security and access control systems shall be undertaken by the Concessionaire.

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