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GOVERNMENT OF INDIA

MINISTRY OF RAILWAYS

Invitation for Prequalification (IFP) Notice No. 2016/Elect(Dev.)/440/4

**INVITATION FOR PREQUALIFICATION
INTERNATIONAL COMPETITIVE BIDDING (ICB) No.: RS P -7(A)**

FOR

DFC PROJECT - Procurement cum Maintenance of Electric Locomotives and Depot Works

CONSISTING OF

**DESIGN, MANUFACTURE, CONSTRUCTION, SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF ELECTRIC LOCOMOTIVES CUM MAINTENANCE AND DEPOT
WORKS INCLUDING TRANSFER OF TECHNOLOGY**

1. INTRODUCTION

- 1.1 The President of India has received Loan from Japan International Cooperation Agency (JICA), Loan Agreement No. ID-P 261 toward funding of the cost of the Contract Package RSP-7(A) for Dedicated Freight Corridor Project (Western Corridor: JNPT-Dadri) being implemented through Ministry of Railways. It is intended that the proceeds of this Loan will be applied to eligible payments under the contract (excluding maintenance) resulting from the bidding for this prequalification.
- 1.2 The Ministry of Railways, Government of India now intends to prequalify and shortlist suitable applicants in accordance with the procedures set out in this Prequalification Document for the **"DFC Project -Procurement cum Maintenance of Electric Locomotives and Depot Works consisting of Design, Manufacture, Construction, Supply, Installation, Testing and Commissioning of Electric Locomotives Cum Maintenance and Depot Works Including Transfer of Technology [RS P-7(A)]"**. The scope of work of the proposed project broadly is as follows:
 - 1.2.1 Procurement of 200 Nos. of 9000 Horse Power electric locomotives over a period of seven years of which up to a maximum of 10 locomotives can be imported and balance have to be assembled at Employer's facilities using kits as supplied by the Contractor.
 - 1.2.2 Maintenance of each of electric locomotives supplied under the Contract for a period of 13 (thirteen) years.
 - 1.2.3 Construction and operation of a maintenance depot ("**Depot**") at Rewari for undertaking maintenance of the supplied locomotives. Land for the Depot will be provided by the Employer. The Depot including all the maintenance facilities created therein will be transferred to the Employer at the end of maintenance period of the



locomotives.

- 1.2.4 Transfer of technology for design and manufacturing of bogie, shell, mechanical transmission, assembly, testing and commissioning to Chittaranjan Locomotive Works (CLW) of the Employer at Chittaranjan and Dankuni including training of Employer's staff to undertake manufacturing of such locomotives in accordance with the terms and conditions of the Contract.
- 1.3 Prequalification will be conducted through procedures of International Competitive Bidding (ICB) and in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, 2012 and is open to all Applicants from all countries and areas.

2. HOW TO OBTAIN BID DOCUMENTS

A complete set of the Invitation for Prequalification Documents may be obtained by interested Applicant(s), between 1100 hrs to 1700 hrs. on all working days from 17th Aug. 2017 to 17th Dec. 2017 on the submission of a written application at the address given below and upon payment of a nonrefundable fee of Rs.50,000 (Indian Rupees Fifty Thousand only) plus 12% GST payable through a Demand Draft or Banker's Cheque from any Nationalised or Scheduled Bank of India or any reputed Bank of Applicant country dealing with government transactions and having arrangements with nationalized or scheduled banks of India, in favour of "FA&CAO, Northern Railway, New Delhi" and payable at "New Delhi"

- 2.1 Prequalification Document in PDF file can be downloaded from Ministry of Railways, Government of India website <http://www.indianrailways.gov.in/railwayboard/>

3. SUBMISSION OF DOCUMENTS

The conditions for prequalification work and the format of prequalification application are stipulated in the prequalification document.

Applications for Prequalification should reach at the address for communication, mentioned below, not later than 11:00 hrs. on 18th Dec. 2017 and the Applications shall be opened on the same day at 11:30 hrs. in the presence of Applicants who choose to attend.

Ministry of Railways will not be responsible for any delay in receiving the applications and reserves the right to accept/reject any or all applications without assigning any reason thereon.

4. ADDRESS FOR ALL COMMUNICATIONS

S K Saha, Executive Director, Electrical Engineering (Dev.)
Ministry of Railways, Govt. of India
Room No. 140C,
Rail Bhawan, Raisina Road, New Delhi 110001
Phone No. 91-11-23387221

e-mail: edeed@rb.railnet.gov.in; Website: <http://www.indianrailways.gov.in>





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PREQUALIFICATION DOCUMENTS

FOR

DFC PROJECT - Procurement cum Maintenance of Electric Locomotives and Depot Works

CONSISTING OF

DESIGN, MANUFACTURE, CONSTRUCTION, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRIC LOCOMOTIVES CUM MAINTENANCE AND DEPOT WORKS INCLUDING TRANSFER OF TECHNOLOGY.

FOR

**DEDICATED FREIGHT CORRIDOR PROJECT
(WESTERN CORRIDOR: JNPT – DADRI)**

CONTRACT PACKAGE - RS P-7(A)

Issued on: 17th August 2017

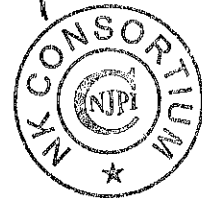
Reference No: 2016/Elect(Dev.)/440/4

ICB No.: RS P -7(A)

Employer:

**MINISTRY OF RAILWAYS,
GOVERNMENT OF INDIA**

Country : India



[Handwritten Signature]

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An "Invitation for Prequalification" form is provided at the beginning of the Prequalification Documents for information.

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This Section provides relevant information to help Applicants prepare their Applications. Information is also provided on the submission, opening, and evaluation of Applications. **Section I contains provisions that are to be used without modification.**

Section II. Prequalification Data Sheet (PDS) PDS-1

This Section includes provisions that are specific to each Prequalification and that supplement the information or requirements included in Section I, Instructions to Applicants.

Section III. Qualification Criteria and Requirements QCR-1

This Section specifies the methods, criteria, and requirements to be used to determine how Applicants shall be prequalified and later invited to bid.

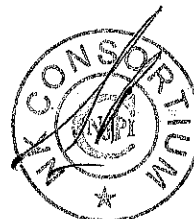
Annexure 1: Evaluation Criteria

Section IV. Application Forms AF-1

This Section includes the applicant submission forms which are to be completed by Applicants and submitted as part of their Applications.

Section V. Eligible Source Countries of Japanese ODA Loans ESC-1

This Section contains information regarding eligible source countries under Japanese ODA Loans.

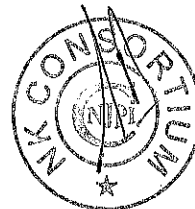
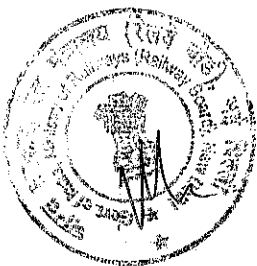


PART 2. WORKS REQUIREMENTS

Section VI. Scope of Works

SOW-1

This Section includes a summary description, delivery and completion schedules, technical specifications and drawings of the Works, location plan, photos of the subject of this Prequalification.



**MINISTRY OF RAILWAYS,
GOVERNMENT OF INDIA**

**Dedicated Freight Corridor Project
(Western Corridor: JNPT – Dadri)**

Date: 17th August 2017
Loan Agreement No. – ID-P 261
IFP No.: 2016/Elect(Dev.)/440/4

Invitation for Prequalification (IFP)

For

CONTRACT PACKAGE - RS P-7(A):

DFC PROJECT - Procurement cum Maintenance of Electric Locomotives and Depot Works

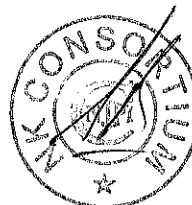
CONSISTING OF

DESIGN, MANUFACTURE, CONSTRUCTION, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRIC LOCOMOTIVES CUM MAINTENANCE AND DEPOT WORKS INCLUDING TRANSFER OF TECHNOLOGY

Invitation for Prequalification No: 2016/Elect(Dev.)/440/4

ICB No.: RS P -7(A)

1. The President of India has received Loan from Japan International Cooperation Agency (JICA), Loan Agreement No. ID P-261 towards the cost of the Contract Package RS P-7(A) for Dedicated Freight Corridor Project (Western Corridor: JNPT-Dadri). It is intended that the proceeds of this Loan will be applied to eligible payments under the contract (excluding maintenance) resulting from the bidding for this prequalification.
2. The Ministry of Railways, Government of India now intends to prequalify suitable Applicants for the **"DFC Project -Procurement cum Maintenance of Electric Locomotives and Depot Works consisting of Design, Manufacture, Construction, Supply, Installation, Testing and Commissioning of Electric Locomotives Cum Maintenance and Depot Works Including Transfer of Technology [RS P-7(A)]"**. The scope of work broadly is as follows:
 - a. Procurement of 200 Nos. of 9000 Horse Power electric locomotives over a period of 7 (seven) years of which up to a maximum of 10 locomotives can be imported and balance have to be assembled at Employer's facilities using kits as supplied by the Contractor;
 - b. Maintenance of each electric locomotives supplied under the Contract for a period of 13 (thirteen) years.;



- c. Construction and operation of a maintenance depot ("Depot") at Rewari for undertaking maintenance of the supplied locomotives. Land for the Depot will be provided by the Employer. The Depot including all the maintenance facilities created therein will be transferred to the Employer at the end of maintenance period of the locomotives; and,
 - d. Transfer of technology for design and manufacturing of bogie, shell, mechanical transmission, assembly, testing and commissioning to Chittaranjan Locomotive Works (CLW) of the Employer at Chitranjan and Dankuni including training of Employer's staff to undertake manufacturing of such locomotives in accordance with the terms and conditions of the Contract.
3. Prequalification will be conducted through procedures of International Competitive Bidding (ICB) and in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, 2012 and is open to all Applicants from all countries and areas.
 4. Interested eligible Applicants may obtain further information and inspect the Prequalification Documents at the address given below from 11.00 to 17:00 hours (Indian Standard Time) on business working days from 17th August 2017 to 15th December 2017.
 5. A complete set of the Prequalification Documents may be purchased by interested Applicant(s) on the submission of a written application at the address given below and upon payment of a nonrefundable fee of Rs.50,000 (Indian Rupees Fifty Thousand only) plus 12% IGST or 6% Delhi GST & 6% CGST as applicable, through a Demand Draft or Banker's Cheque from any Nationalised or Scheduled Bank of India or any reputed Bank of Applicant country dealing with Government transactions and having arrangements with nationalized or scheduled banks of India, in favour of "FA&CAO, Northern Railway, New Delhi" and payable at "New Delhi"
 6. Prequalification Document in PDF file will be available at home page of Ministry of Railways, Government of India website <http://www.indianrailways.gov.in/railwayboard/>

The Applicants who download the Prequalification Document from Ministry of Railways website will be required to deposit the requisite fee, as specified above, at the address mentioned below towards the cost of Prequalification Documents before the submission of their Application for prequalification and submit copy of the receipt along with their Application. The Application, if submitted without the requisite fee will not be considered by the Employer and shall be rejected summarily.

7. Applications for prequalification should be submitted in sealed envelopes, delivered to the address below by 11.00 AM on 18th December 2017, and be clearly marked "Application to Prequalify for DFC Project -Procurement cum Maintenance of Electric Locomotive and Depot Works, Contract Package - RS P-7(A)"
8. Interested Applicants who have purchased the Prequalification Documents are invited to attend a pre-Application meeting to be held at venue and date given below:

Time: 11:00 AM

Date: 25th September 2017



Address for Pre – Application meeting:
Conference Hall, Rail Bhawan, Raisina Road, New Delhi, 110001.

Participation to this pre-Application meeting is not a mandatory requirement for Prequalification.

9. The interested Applicants shall submit its queries by 20th September 2017. Responses to the queries will be communicated to the representative of all concerned by post and e-mail and shall also be uploaded at the home page of Ministry of Railways website as shown above.

10. Expected time schedule:

The expected time schedule shall be as under:

A. Prequalification Stage:

1.	Last date for receiving queries	20 th September 2017
2.	pre – Application meeting	25 th September 2017 at 11:00 hrs
3.	Employer response to queries latest by	16 th October 2017
4.	Last date for submission of Applications	18 th December 2017 by 11:00 hrs
5.	Announcement of short – list	Within 45 days

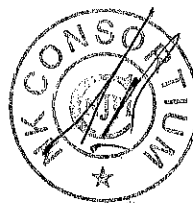
B. Bidding Stage:

Invitation of Bids: within *one* month of the announcement of short listed prequalified applicants

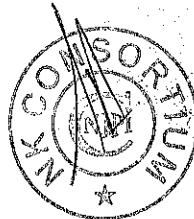
Submission of Bids: within *four* months of the date of Invitation Bids

11. Address for all communications with the Employer:

S K Saha, Executive Director, Electrical Engineering (Dev.)
Ministry of Railways, Govt. of India
Room No. 140C,
Rail Bhawan, Raisina Road, New Delhi 110001
Phone No. 91-11-23387221
edeed@rb.railnet.gov.in



PART 1 – Prequalification Procedures



Section I. Instructions to Applicants

Notes on Instructions to Applicants (ITA)

Section I, Instructions to Applicants, provides the information necessary for Applicants to prepare responsive Applications in accordance with the requirements of the Employer. It also gives information on Application submission, opening, and evaluation.

The use of the Standard Instructions to Applicants set forth in Section I of these Standard Prequalification Documents (version 1.0) published by JICA in October, 2012 (hereafter referred to as "Standard ITA"), in all Prequalification Documents for the prequalification process of contracts financed by Japanese ODA Loans is required, and they shall be used without modification. Any necessary changes, acceptable to JICA, to address specific country and project issues, shall be introduced only through the Prequalification Data Sheet.

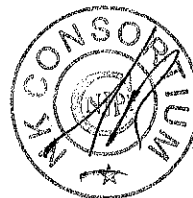
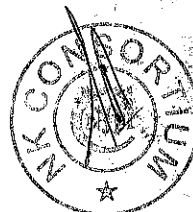
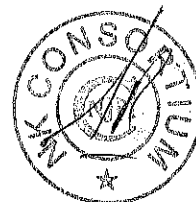
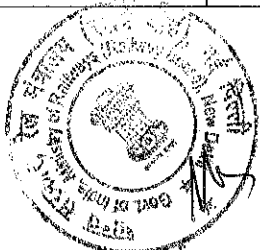


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<p>A.</p>	<p>General</p>
<p>1. Scope of Application</p>	<p>1.1 In connection with the Invitation for Prequalification specified in Section II, Prequalification Data Sheet (PDS), the Employer, as specified in the PDS, issues these Prequalification Documents ("Prequalification Documents") for prequalification to bid for the Works described in Section VI, Scope of Works. In case the Works are to be bid as individual contracts (i.e. the slice and package procedure), these are specified in the PDS.</p> <p>1.2 Throughout these Prequalification Documents: (a) the term "in writing" means communicated in written form and delivered against receipt; (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and (c) "day" means calendar day.</p>
<p>2. Source of Funds</p>	<p>2.1 The Borrower specified in the PDS has received or has applied for a Japanese ODA Loan from Japan International Cooperation Agency (hereinafter referred to as "JICA"), with the number, in the amount, and on the signed date of the Loan Agreement specified in the PDS, towards the cost of the project named in the PDS. The Borrower intends to apply a portion of the proceeds of the loan to payments under the contract resulting from the bidding for which this prequalification is conducted.</p> <p>2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans specified in the PDS. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to loan proceeds.</p> <p>2.3 The above Loan Agreement will cover only part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.</p>
<p>3. Corrupt and Fraudulent Practices</p>	<p>3.1 In this ITA 3.1, "Bidder" and "Contractors" are used as synonyms of "Applicants."</p> <p>It is JICA's policy to require that Bidders and Contractors,</p>

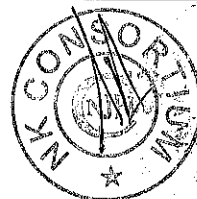


as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

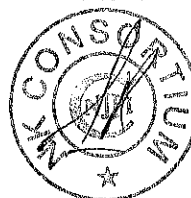
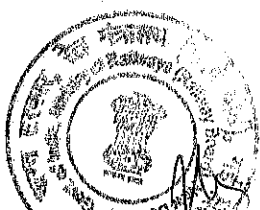
- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing another contract funded with Japanese ODA Loans or other Japanese ODA; and
- (c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or subcontractor, who has a direct contract with the Contractor, is debarred under the cross-debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

"Cross debarment decisions by the Multilateral Development Banks" is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group's debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started cross debarment, as "cross debarment decisions by the Multilateral Development Banks." The list of debarred firms and individuals is available at the electronic address **specified in the PDS**.

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of advertisements for Prequalification up to the signing



	<p>of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.</p> <p>If it is revealed that the Contractor was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Contractor.</p> <p>If it is revealed that the subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.</p>
<p>4. Eligible Applicants</p>	<p>4.1 For the purpose of applying the eligibility criteria listed in this ITA 4, references to the "Applicant" include all entities involved or intended to be involved with the proposed Works (including all partners and any of their affiliates that directly or indirectly control, or are controlled by or are under common control with the firm), specialist subcontractors, consultants, manufacturers or suppliers (as mentioned in Form ELI-1.2 Applicant's Party Information Form), and the personnel of each, for any part of the contract including related services.</p> <p>4.2 An Applicant may be a firm that is a single entity or any combination of such entities in the form of joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the prequalification process, bidding (in the event the JV submits a Bid) and during contract execution (in the event the JV is awarded the Contract).</p> <p>4.3 An Applicant and all members constituting the Applicant shall be from any of the eligible source countries as indicated in Section V, Eligible Source Countries of Japanese ODA Loans.</p>



4.4 An Applicant shall not have a conflict of interest. An Applicant shall not be employed under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the contract unless the conflict has been resolved in a manner acceptable to JICA.

a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.

b) A firm that has a close business relationship with the Borrower's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the Prequalification and Bidding Documents for the contract, (ii) the Prequalification and Bid evaluation, or (iii) the supervision of such contract, shall be disqualified.

4.5 A firm and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that firm) may submit their applications for prequalification either individually, as joint venture or as a subcontractor among them for the same contract. However, if prequalified, based on the "One Bid Per Bidder" principle, which is to ensure fair competition, only one prequalified applicant will be allowed to bid for the same contract. All Bids submitted in violation of this procedure will be rejected. A firm (including its affiliate), if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that capacity.

4.6 A firm having any other form of conflict of interest other than ITA 4.4 and ITA 4.5 shall be disqualified.

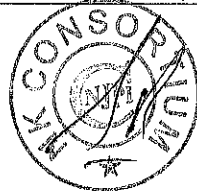
4.7 An Applicant that has been determined to be ineligible by JICA in accordance with ITA 3, shall not be eligible to be



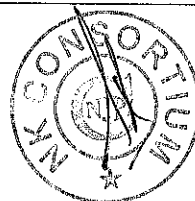
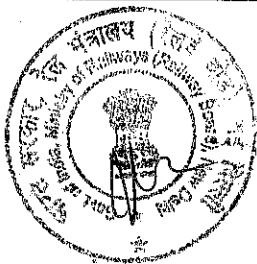
	<p>awarded a contract.</p> <p>4.8 Applicants shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p>
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B. Contents of the Prequalification Documents

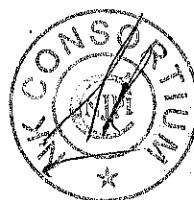
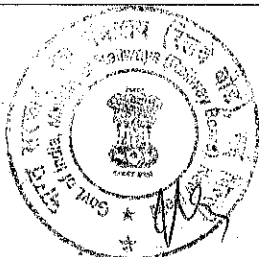
<p>5. Sections of Prequalification Documents</p>	<p>5.1 These Prequalification Documents consist of Parts 1 and 2 which include all the Sections specified below, and which should be read in conjunction with any addendum (“Addendum”) issued in accordance with ITA 7.</p> <p>PART 1 Prequalification Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Applicants (ITA) • Section II. Prequalification Data Sheet (PDS) • Section III. Qualification Criteria and Requirements • Section IV. Application Forms • Section V. Eligible Source Countries of Japanese ODA Loans <p>PART 2 Works Requirements</p> <ul style="list-style-type: none"> • Section VI. Scope of Works <p>5.2 The Invitation for Prequalification issued by the Employer is not part of the Prequalification Documents.</p> <p>5.3 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addendum to the Prequalification Documents in accordance with ITA 7. In case of any discrepancies, documents issued directly by the Employer shall prevail.</p> <p>5.4 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its Application all information or documentation as is required by the Prequalification Documents.</p> <p>5.5 General information on the climate, hydrology, topography, access to site, transportation and communications facilities, medical facilities, project layout, expected construction period, and other services</p>
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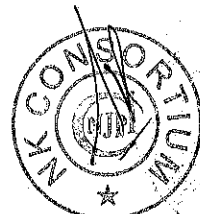
	<p>and facilities to be provided by the Employer is furnished in Section VI, Scope of Works.</p>
<p>6. Clarification of Prequalification Documents</p>	<p>6.1 A prospective Applicant requiring any clarification of the Prequalification Documents shall contact the Employer in writing at the Employer's address specified in the PDS. The Employer will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Applications. The Employer shall forward copies of its response to all Applicants who have obtained the Prequalification Documents directly from the Employer including a description of the inquiry but without identifying its source. If so specified in the PDS, the Employer shall also promptly publish its response at the web page identified in the PDS. Should the Employer deem it necessary to amend the Prequalification Documents as a result of a clarification, it shall do so following the procedure under ITA 7 and in accordance with the provisions of ITA 16.2.</p> <p>6.2 If so indicated in the PDS, the prospective Applicant's designated representative is invited at the Applicant's cost to attend a pre-Application meeting at the place, date and time mentioned in the PDS. During this pre-Application meeting, prospective Applicants may request clarification of the project requirement, the criteria for qualifications or any other aspects of the Prequalification Documents.</p> <p>6.3 Minutes of the pre-Application meeting, if applicable, including the text of the questions asked by Applicants, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Applicants who have obtained the Prequalification Documents. Any modification to the Prequalification Documents that may become necessary as a result of the pre-Application meeting shall be made by the Employer exclusively through the use of an Addendum pursuant to ITA 7. Non-attendance at the pre-Application meeting will not be a cause for disqualification of an Applicant.</p>
<p>7. Amendment of Prequalification Documents</p>	<p>7.1 At any time prior to the deadline for submission of Applications, the Employer may amend the Prequalification Documents by issuing addenda.</p> <p>7.2 Any Addendum issued shall be part of the</p>



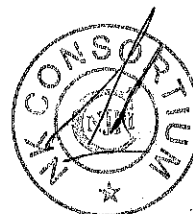
	<p>Prequalification Documents and shall be communicated in writing to all who have obtained the Prequalification Documents from the Employer. If so specified in the PDS, the Employer shall promptly publish the Addendum at the Employer's web page identified in the PDS.</p> <p>7.3 To give prospective Applicants reasonable time to take an Addendum into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications in accordance with ITA 16.2.</p>
<p>C. Preparation of Applications</p>	
<p>8. Cost of Applications</p>	<p>8.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.</p>
<p>9. Language of Application</p>	<p>9.1 The Application as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Employer, shall be written in the language specified in the PDS. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PDS, in which case, for purposes of interpretation of the Application, the translation shall govern.</p>
<p>10. Documents Comprising the Application</p>	<p>10.1 The Application shall comprise the following:</p> <ul style="list-style-type: none"> (a) Application Submission Form, in accordance with ITA 11.1; (b) documentary evidence establishing the Applicant's eligibility to prequalify, in accordance with ITA 12.1; (c) documentary evidence establishing the Applicant's qualifications, in accordance with ITA 13; (d) Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans (Form-ACK), which shall be signed and dated by the Applicant's authorized representative; and (e) any other document required as specified in the PDS.



<p>11. Application Submission Form</p>	<p>11.1 The Applicant shall complete an Application Submission Form as provided in Section IV, Application Forms. This Form must be completed without any alteration to its format.</p>
<p>12. Documents Establishing the Eligibility of the Applicant</p>	<p>12.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Form and Forms ELI 1.1 and 1.2, included in Section IV, Application Forms.</p>
<p>13. Documents Establishing the Qualifications of the Applicant</p>	<p>13.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification Criteria and Requirements, the Applicant shall provide the information requested in the corresponding forms included in Section IV, Application Forms.</p> <p>13.2 Wherever an Application Form requires an Applicant to state a monetary amount, the Applicant should indicate the USD equivalent using the rate of exchange determined as follows:</p> <p>For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.</p> <p>Value of single contract - Exchange rate prevailing on the date of the contract.</p> <p>Exchange rates shall be taken from the publicly available source identified in the PDS or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates in the Application may be corrected by the Employer.</p>
<p>14. Signing of the Application and Number of Copies</p>	<p>14.1 The Applicant shall prepare one original of the documents comprising the Application as described in ITA 10 and clearly mark it "ORIGINAL". The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.</p> <p>14.2 The Applicant shall submit copies of the signed original Application, in the number specified in the PDS, and</p>



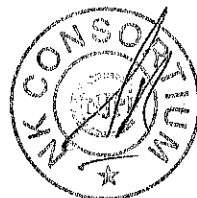
	clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
D. Submission of Applications	
15. Sealing and Identification of Applications	<p>15.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Applicant; (b) be addressed to the Employer, in accordance with ITA 16.1; and (c) bear the specific identification of this prequalification process specified in PDS 1.1 <p>15.2 The Employer will accept no responsibility for not processing any envelope that was not identified as required in ITA 15.1 above.</p>
16. Deadline for Submission of Applications	<p>16.1 Applicants may either submit their Applications by mail or by hand. Applications shall be received by the Employer at the address and no later than the deadline specified in the PDS.</p> <p>16.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Documents in accordance with ITA 7, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.</p>
17. Late Applications	17.1 The Employer reserves the right to accept or reject late Applications
18. Opening of Applications	<p>18.1 The Employer shall open all Applications at the date, time and place Specified in the PDS.</p> <p>18.2 The Employer shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants.</p>
E. Procedures for Evaluation of Applications	
19. Confidentiality	19.1 Information relating to the Applications, their evaluation



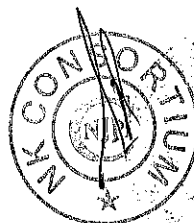
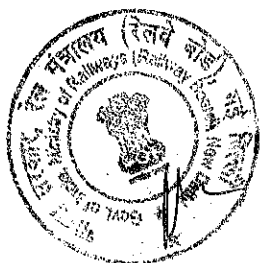
	<p>and result shall not be disclosed to Applicants or any other persons not officially concerned with the prequalification process until the notification of prequalification results is made to all Applicants in accordance with ITA 26.</p> <p>19.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA 26, any Applicant that wishes to contact the Employer on any matter related to the prequalification process (except as specified in ITA 19.1 above), may do so only in writing.</p>
<p>20. Clarification of Applications</p>	<p>20.1 To assist in the evaluation of Applications, the Employer may, at its discretion, ask an Applicant for a clarification (including missing documents) of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Employer and all clarifications from the Applicant shall be in writing.</p> <p>20.2 If an Applicant does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.</p>
<p>21. Responsiveness of Applications</p>	<p>21.1 The Employer may reject any Application which is not responsive to the requirements of the Prequalification Documents. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 20.1, and the Applicant fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Applicant.</p>
<p>22. Subcontractors</p>	<p>22.1 Applicants planning to subcontract any of the key activities indicated in Section III, Qualification Criteria and Requirements, shall specify the activity (ies) or parts of the Works to be subcontracted in the Application Submission Form. Applicants shall clearly identify the proposed specialist subcontractor(s) in Forms ELI-1.2 and EXP -4.2(b) in Section IV, Application Forms. Such proposed specialist subcontractor(s) shall meet the corresponding qualification requirements specified in Section III, Qualification Criteria and Requirements.</p> <p>22.2 At this time, the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance by the Employer (Nominated</p>



	Subcontractors) unless otherwise stated in the PDS.
F.	Evaluation of Applications and Prequalification of Applicants
23. Evaluation of Applications	<p>23.1 The Employer shall use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Employer reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the contract.</p> <p>23.2 Only the qualifications of subcontractors that have been identified in the Application may be considered in the evaluation of an Applicant. However, the general experience and financial resources of subcontractors may not be added to those of the Applicant for purposes of prequalification of the Applicant.</p> <p>23.3 Unless otherwise specified in the PDS, this prequalification shall be for a single contract.</p> <p>23.4 Only the qualifications of the Applicant shall be considered. In particular, the qualifications of a parent or other affiliated company that is not party to the Applicant under a JV in accordance with ITA 4.2 shall not be considered.</p> <p>23.5 In case of multiple contracts, Applicants should indicate in their Applications the individual contract or combination of contracts in which they are interested. The Employer shall prequalify each Applicant for the maximum combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the aggregate requirements or any other reasonable requirements set forth by the Employer. The Qualification Criteria and Requirements are mentioned in Section III.</p>
24. Employer's Right to Accept or Reject Applications	<p>24.1 The Employer reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to Applicants.</p>



<p>25. Prequalification of Applicants</p>	<p>25.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Employer.</p>
<p>26. Notification of Prequalification</p>	<p>26.1 The Employer shall notify all Applicants in writing of the names of those Applicants who have been prequalified. In addition, those Applicants who have been disqualified will be informed separately.</p> <p>26.2 Applicants that have not been prequalified may write to the Employer to request, in writing, or in a meeting, the grounds on which they were disqualified.</p>
<p>27. Invitation for Bids</p>	<p>27.1 Promptly after the notification of the results of the prequalification, the Employer shall invite Bids from all the Applicants that have been prequalified.</p> <p>27.2 Bidders may be required to provide a Bid Security acceptable to the Employer in the form and an amount to be specified in the Bidding Documents, and the successful Bidder shall be required to provide a Performance Security to be specified in the Bidding Documents.</p> <p>27.3 The Bidding Documents will be prepared in accordance with the applicable Standard Bidding Documents of JICA specified in the PDS.</p>
<p>28. Changes in Qualifications of Applicants</p>	<p>28.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 25 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to a written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied, if; (i) such change has not taken place by the free choice of the firms involved; (ii) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition.</p> <p>Any such changes should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.</p>

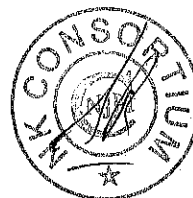


Section II. Prequalification Data Sheet

Notes on Prequalification Data Sheet (PDS)

The Prequalification Data Sheet (PDS) contains information and provisions that are specific to a particular Prequalification process. The PDS also specifies the information that the corresponding ITA request be specified in the PDS.

To facilitate the preparation of the PDS, its clauses are numbered with the same numbers as the corresponding ITA clauses.



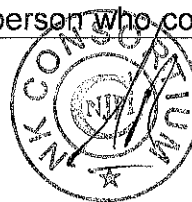
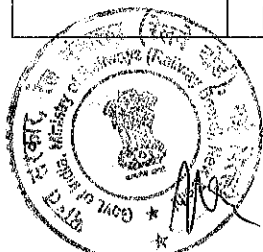
Prequalification Data Sheet

A.	General
ITA 1.1	<p>The reference identification number of the Prequalification Documents is: ICB No.: RS P-7(A)</p> <p>The Name of the Prequalification Documents is DFC Project - Procurement cum Maintenance of Electric Locomotives and Depot Works</p>
ITA 1.1	The Employer is: The President of India acting through Executive Director, Electrical Engineering (Development), Ministry of Railways (MOR), Government of India.
ITA 1.1	<p>Name of the Project is Dedicated Freight Corridor Project (Western Corridor)</p> <p>The name of the Package is: DFC Project -Procurement cum Maintenance of Electric Locomotives and Depot Works and identification number is: ICB - RS P-7(A)</p> <p>The identification number of other Packages (Contracts) related to the project are:</p> <p><u>Phase 1 Packages:</u> -</p> <p>ICB – CT P-1: Civil, Building and Track Works, Rewari – Ajmer ICB – CT P-2: Civil, Building and Track Works, Ajmer – Iqbalgarh ICB – CT P-3(R): Civil, Building and Track Works, Iqbalgarh – Vadodara ICB – CT P-3A(R): Special Steel Bridges across rivers Mahi and Sabarmati ICB – EM P-4: Electrical and Mechanical Works, Rewari – Vadodara ICB – ST P-5: Signaling and Telecommunication Works, Rewari – Vadodara ICB-STP-5A: Design & Construction of Train Protection & Warning System, for Rewari – JNPT section (combined Phase 1 & 2), including testing & commissioning ICB- RS P-6: Procurement of Plant and Equipment for Operation and Maintenance</p> <p><u>Phase 2 Packages:</u> -</p> <p>ICB – CT P-11: Civil, Building and Track Works (JNPT – Vaitarana) ICB – CT P-12: Civil, Building and Track Works (Vaitarana – Sachin) ICB – CT P-13: Civil, Building and Track Works (Sachin – Vadodara) ICB – CT P-14: Integrated Package of Civil, Building and Track Works including Electrical & Mechanical (E&M Works) and Signaling & Telecommunication (S&T Works) (Rewari – Dadhi)</p>

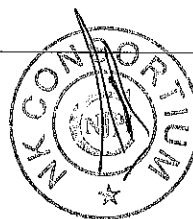


Section II. Pre-qualification Data Sheet

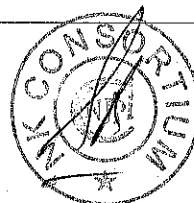
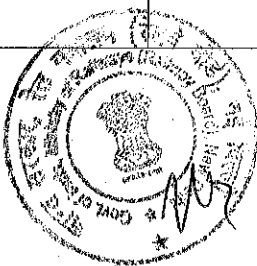
	<p>ICB – CT P-15A: Special Steel Bridges (7 Nos.) ICB – CT P-15B: Special Steel Bridge across Narmada River ICB – CT P-15C: Special Steel Bridges (3 Nos.) across Yamuna and Hindon Rivers ICB-EMP-16: Electrical and Mechanical Works, Vadodara-JNPT ICB-STP-17: Signaling and Telecommunication Works, Vadodara-JNPT</p>
ITA 2.1	The name of the Borrower is: The President of India
ITA 2.1	<p>The number of the Loan Agreement is: ID-P 261</p> <p>The amount of Japanese ODA Loan is: JPY 108,456 Million</p>
ITA 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012.
ITA 2.3	<p>Supplement ITA 2.3 with the following</p> <p>The loan Agreement will not cover the cost towards maintenance of Locomotives which will be borne by the Employer.</p>
ITA 3.1 (c)	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr
ITA 4.1	<p>Replace ITA 4.1 with the following:</p> <p>For the purpose of applying the eligibility criteria listed in this ITA 4, references to the "Applicant" include a single entity or a Joint Venture comprising of all entities involved with the proposed Works (including all Members in case of a Joint Venture and/or any of their affiliate that directly or indirectly control, or are controlled by or are under common control with the firm, as mentioned in Form ELI-1.2 Applicant's Party Information Form and whose credentials of experience are claimed by the Applicant/JV Member, as per Factor 4 -Experience of Section III- Qualification Criteria and Requirements of these Prequalification Documents), and the personnel of each, for any part of the Contract including related services.</p> <p>In case of Joint Venture, the credentials of only those Members shall be considered under Section III Qualification Criteria and Requirements who shall have minimum 26% participation in the Joint Venture.</p> <p>For this purpose, the term "Affiliate" means, in relation to the Applicant/JV Member, the entity whose credentials of experience are claimed by the Applicant/JV Member, as per Factor 4-Experience of Section III- Qualification Criteria and Requirements of these Prequalification Documents and a person who controls, is controlled</p>



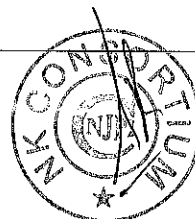
	<p>by, or is under the common control with such Applicant/JV Member. The term "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract or otherwise.</p>
ITA 4.2	<p>Delete the following from third line</p> <p>"or with the intent to enter into such an agreement supported by a letter of intent"</p> <p>Supplement 4.2 as follows</p> <p>The Power of Attorney, for signing of Application duly supported by their respective Board Resolution shall also be submitted along with the Application</p> <p>In the event that a JV is formed, the extent legal provisions, instructions, rules of Government of India applicable for formation of a JV will be followed and statutory approvals obtained as per applicable laws.</p>
ITA 4.5	<p>Replace ITA 4.5 as follows:</p> <p>A firm and/or all the firms in a JV and any of their affiliates (that directly or indirectly controls, are controlled by or are under common control with that firm(s)) may submit their application for Prequalification either individually, or a JV in one Application only. However, if prequalified, based on the "One Bid Per Bidder" principle, which is to ensure fair competition, only one prequalified applicant will be allowed to bid for the same contract. All Bids submitted in violation of this procedure will be rejected. A firm, if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that capacity.</p>
ITA 4.9	<p>Add ITA 4.9 as follows:</p> <p>"The Applicant shall be considered ineligible if the Applicant or any of its JV Members or their such Affiliates whose credentials has been considered for this Prequalification has been banned for business with Ministry of Railways along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (http://www.indianrailways.gov.in/railwayboard) of Civil Engg. Directorate of Railway Board pertaining to banning of business, with the banning being valid as on the Application Due Date."</p>



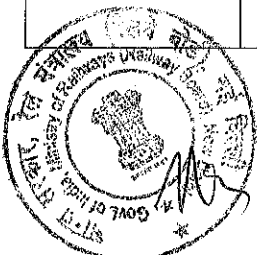
<p>ITA 4.10</p>	<p>Add ITA 4.10 as follows:</p> <p>While Prequalification is open to persons from any country, the following provisions shall apply:</p> <p>(a) Where, on the date of the Application, not less than 25% (twenty-five per cent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member or their Affiliate is held by persons resident outside India or where an Applicant or its Member or its Affiliate is controlled by persons resident outside India; or</p> <p>(b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 25% (twenty-five per cent) 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 or its Affiliate;</p> <p>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 Employer from national security and public interest perspective. The decision of the Employer in this behalf shall be final and conclusive and binding on the Applicant.</p> <p>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 Employer shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.</p> <p>The Applicant shall promptly inform the Employer of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the bidding process to be conducted by the Employer.</p>
<p>ITA 5.5</p>	<p>Replace ITA 5.5 as under:</p> <p>General information on the scope of work, site, project, expected construction period, and other services and facilities to be provided by the Employer is furnished in Section VI, Scope of Works.</p>



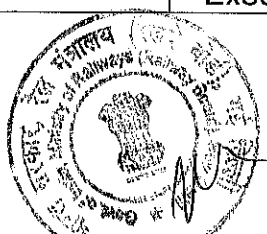
B.	Contents of the Prequalification Documents
ITA 6.1	<p>Employer's address for the purpose of seeking any clarification is:</p> <p>Attention: S K Saha, Executive Director, Electrical Engineering (Dev.) Ministry of Railways, Govt. of India Room No. 140C, Rail Bhawan, Raisina Road, New Delhi 110001 India Phone No. 91-11-23387221 Electronic mail address: edeed@rb.railnet.gov.in</p> <p>The Employer shall also publish its responses at its webpage: http://www.indianrailways.gov.in/railwayboard/</p> <p>In addition, modify ITA 6.1 as follows:</p> <p>Replace the words "in writing" in the second line of ITA 6.1 with "by giving a written submission signed by Authorized Representative of the Applicant".</p>
ITA 6.2	<p>A pre-Application meeting will take place at the following date, time and place:</p> <p>Date: 25th September 2017 Time: 11:00 AM (IST) Place: Conference Hall, Rail Bhawan, Raisina Road, New Delhi, 110001</p>
ITA 6.3	<p>Supplement ITA 6.3 as follows</p> <p>"Minutes of pre-Application meetings shall be communicated through e-mail as well as hard copy to all prospective Applicants who have obtained the Prequalification documents directly from the Employer."</p>
ITA 7.2	<p>Employer's web page is: http://www.indianrailways.gov.in/railwayboard/</p> <p>Any Addendum issued shall be communicated through e-mail as well as hard copy to all prospective Applicants who have obtained the Prequalification Documents directly from the Employer. Further, the copy of the Addendum issued by the Employer shall be published on the webpage of the Employer.</p>



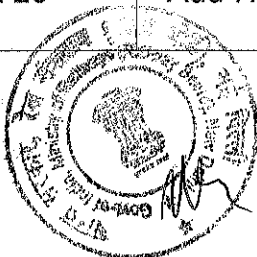
C. Preparation of Applications	
ITA 9.1	<p>The language of the Application as well as of all correspondence is: English</p> <p>Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Application, the translation shall govern. Supporting documents, which are not translated into English, may not be considered.</p>
ITA 10.1 (e)	<p>The Applicant shall submit with its Application, the following additional documents:</p> <ol style="list-style-type: none"> 1. Joint Venture Agreement signed by all the authorized signatory of Joint Venture Members, in accordance with ITA 4.2. The Joint Venture Agreement should be supported by certified true copies of the resolutions of the Board of Directors / governing body by each Member of the Joint Venture duly authorizing its authorized signatory to execute the Joint Venture Agreement; 2. Power of Attorney (in original) for signing of Application, duly supported by their respective Board Resolutions substantially as per given format; and 3. Power of Attorney (in original) for lead member (the "Lead Member") of the Joint Venture substantially as per given format duly supported by their respective Board Resolutions (in case the Applicant is a Joint Venture) 4. Submission of parent company guarantee (the "Guarantee") substantially as per given format, if applicable, in the event that the qualifications of the parent company / Affiliate of the Applicant (as may be applicable) is being utilized for the purposes of due satisfaction of the Qualification Criteria and Requirements as per the terms and conditions of these Prequalification Documents.
ITA 13.2	<p>Replace ITA 13.2 as follows</p> <p>Wherever an Application Form requires an Applicant to state a monetary amount, the Applicant should indicate the USD equivalent using the rate of exchange determined as follows:</p> <p>"For conversion of Applicant financial data into US Dollars, the applicable conversion rate as on 60 (sixty) days prior to the Application Due Date shall be applicable. The conversion rate of such currencies shall be the daily representative exchange rates as published by the International Monetary Fund for the relevant date." In case the IMF daily representative rates as on 60 (sixty) days prior to the Application Due</p>



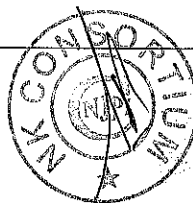
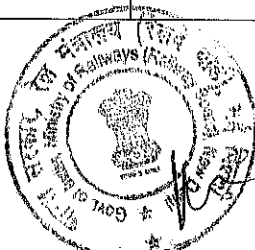
	<p>Date is not available, the rates available as on the next working day shall be considered.</p> <p>"Financial Year" shall, for the purposes of an Application, mean the accounting year followed by the Applicant in the course of its normal business.</p> <p>Any error in determining the exchange rate/equivalent USD in the Application may be corrected by the Employer.</p>
ITA 14.1	<p>Supplement ITA 14.1 as follows:</p> <p>"All pages of the Application shall be initialed by the authorised representative of the Applicant, stamped, serially numbered, indexed and hard bound. In case of printed and published documents, only the cover shall be initialed.</p> <p>All pages of the Prequalification Documents including Addendum / Corrigendum shall be returned duly signed and stamped by the authorised representative, certifying their acceptance by the Applicant.</p> <p>All documents pertaining to the information and experience, as claimed by the Applicant, shall also be signed by the authorised representative of the respective Members to whom the information and the claimed experience actually belongs to.</p>
ITA 14.2	<p>In addition to the original, the number of copies to be submitted with the Application is 2 (two).</p>
ITA 14.3	<p>Add ITA 14.3</p> <p>"The Applicant shall submit soft copies of the Pre-qualification Application on two (2) set of compact disc(s) in a non-editable format. The compact discs shall bear the signature of the Authorized Signatory of the Applicant in indelible ink.</p> <p>In case of any discrepancy between the original, copies and the soft copies, the original shall prevail."</p>
D.	Submission of Applications
ITA 16.1	<p>The deadline for Application submission (the "Application Due Date") is</p> <p>Date: 18th December 2017 Time: 11:00 AM</p> <p>For <u>Application submission purposes</u> only, the Employer's address is:</p> <p>Attention: S K Saha, Executive Director, Electrical Engineering (Development),</p>



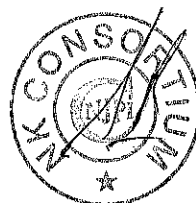
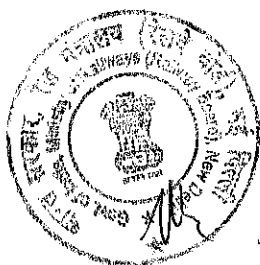
	<p>Ministry of Railways, Govt. of India Room No. 140C, Rail Bhawan, Raisina Road, New Delhi 110001 Phone No. 91-11-23387221 edeed@rb.railnet.gov.in</p> <p>The responsibility of the Application to reach the Employer in time in accordance with the requirements of the Prequalification Documents solely lies with the Applicant.</p>
ITA 16.3	<p>To add ITA 16.3 as follows:</p> <p>a. 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 Employer prior to the last date and time for submission of Applications as per the terms and conditions of the Prequalification Documents (the "Application Due Date"). No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.</p> <p>b. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with stated procedure, and with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.</p>
ITA 17.1	<p>Replace ITA 17.1 as follows: The Employer shall reject all Applications received after the deadline for submission of Application as specified in ITA 16.1.</p>
ITA 18.1	<p>The opening of the Applications shall be at</p> <p>Date: 18th December 2017 Time: 11:30 AM (IST) Place: Rail Bhawan, Raisina Road, New Delhi 110001</p>
E.	Procedures for Evaluation of Applications
ITA 19	<p>Add ITA 19.3 as follows</p> <p>"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 Employer will not return any Application or any information provided along therewith."</p>
ITA 20	Add ITA 20.3 as follows



	<p>"The Employer may verify all statement, information, forms, documents and certificates submitted by the Applicant. Any such verification or lack of such verification by the Employer shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affects any rights of the Employer thereunder."</p>
ITA 22.1	<p>Replace ITA 22.1 as follows:</p> <p>If during the execution of the Contract, the Contractor intends to sub-contract any activity which accounts for more than 10% of the accepted contract amount as per the bidding process, it shall require prior approval of the Employer.</p>
ITA 22.2	<p>At this time, the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance (Nominated Subcontractors).</p>
<p>F. Evaluation of Applications and Prequalification of Applicants</p>	
ITA 23.1	<p>Supplement ITA 23.1 as follows</p> <p>"The evaluation criteria have been detailed under Annexure 1 of Section III."</p>
ITA 23.4	<p>Replace the sub-clause as follows:</p> <p>The qualification of a parent and/or Affiliate (of a firm or JV Member) that is not party to the Applicant in accordance with ITA 4.2 can also be considered for the purpose of eligibility as per ITA 4.1 provided that the Guarantee is provided to the Employer, substantially in the form and format as provided under these Prequalification Documents.</p>
ITA 24	<p>Add ITA 24.2 as follows:</p> <p>"The Authority reserves the right to reject any Application and/or Bid if a material misrepresentation is made or discovered in the Application and associated Forms at any stage during the bidding process. If the Applicant/Bidder is a JV, then the entire JV may be disqualified/ rejected."</p>
ITA 27.3	<p>Standard Bidding Document under Japanese ODA Loans – Design Build issued in July 2015 and using Condition of Contracts of FIDIC Yellow Book 1999 duly customized.</p> <p>Option A – Single Stage Two Envelope Bidding – "Following pre-qualification"</p>



<p>ITA 27.4</p>	<p>Add 27.4 as follows: The successful Bidder may at its discretion decide to form an appropriate special purpose vehicle, incorporated under the Indian Companies Act, 2013 (the "SPV"), to execute the Contract and implement the scope of works as contemplated under these Prequalification Documents.</p> <p>In case the successful Bidder forms a SPV, it shall, comply with the following requirements:</p> <ul style="list-style-type: none"> (a) the successful Bidder shall collectively hold 100% stake of the SPV sought to be incorporated at all times until supply of all the locomotives; (b) each of the Members, whose credentials under Section III – Qualification Criteria and Requirements have been considered shall maintain equity shareholding of at least 26% (twenty-six per cent) in the SPV at all times until the supply of all the locomotives; and, (c) post the supply of all the locomotives, the Lead Member shall hold minimum 26% (twenty-six per cent) of the subscribed and paid up equity of the SPV or such lower proportion as may be permitted by the Employer.
<p>ITA 28.1</p>	<p>Supplement the first para of this sub-clause as follows:</p> <p>A Prequalified single entity Applicant may also add a Member during Bid stage subject to single entity Applicant being the Lead Member of the JV and added Member meets the relevant eligibility and qualification criteria set forth in Section III – Qualification Criteria and Requirements and submission of all requisite supporting documents with the Employer in accordance with the terms and conditions of these Prequalification Documents including without limitation the Joint Venture Agreement and the Power of Attorney in favor of the Lead Member. Provided however that no Member of such JV or their Affiliate shall be an Applicant or the Member of a JV which has been pre-qualified.</p> <p>Replace the second para as follows: Any such changes should be submitted to the Employer not later than 28 (twenty-eight) days prior to Bid Due Date.</p>



Section III. Qualification Criteria and Requirements

Notes on Qualification Criteria and Requirements

Section III, Qualification Criteria and Requirements contains all the methods, criteria, and requirements that the Employer will use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

Employer requires Applicants to be prequalified by meeting predefined, precise minimum requirements. The method entails setting pass-fail criteria which, if not met by the Applicant, result in disqualification.

The criteria adopted must relate to characteristics that are essential to ensure satisfactory execution of the contract. The criteria are also set so that they neither inhibit competition nor set a predetermined number of firms to be prequalified. All firms that meet the criteria shall be invited to bid.

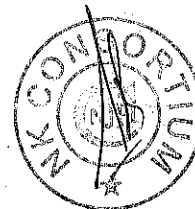
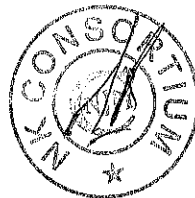


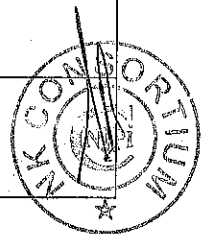
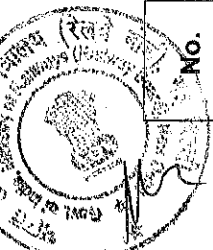
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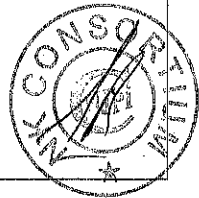
Section III. Qualification Criteria and Requirements

No.	Factor	Requirement	Single Entity (including Affiliates)	Joint Venture (including Affiliates)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITA Sub-Clause 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI - 1.1 and ELI-1.2 with attachments
1.2	Conflict of Interest	No conflicts of interest in ITA Sub-Clauses 4.4, 4.5 and 4.6	Must meet requirement	N/A	Must meet requirement	N/A	Application Submission Form
1.3	JICA Ineligibility	Not having been declared ineligible as described in ITA Sub-clause 4.7	Must meet requirement	N/A	Must meet requirement	N/A	Application Submission Form and Form ACK
1.4	MOR Ineligibility	Not having been declared ineligible as described in ITA Sub-clause 4.9 and 4.10	Must meet requirement	N/A	Must meet requirement	N/A	Application Submission Form
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract (i) did not occur as a result of contractor's default within the last two (2) years prior to the Application Due Date.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON - 2
2.2	Pending Litigation	All pending litigation (including arbitration) shall in total not represent more than 50% of the Applicant's net worth of the latest year and shall be treated as resolved against the Applicant.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON - 2



Section III. Qualification Criteria and Requirements

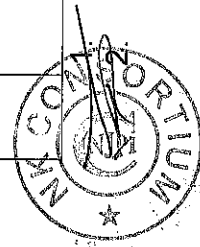
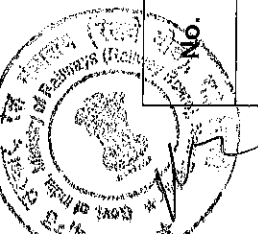
No.	Factor	Requirement	Single Entity (including Affiliates)	Joint Venture (including Affiliates)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.3	Litigation History	No consistent history of court/arbitral award decisions against the Applicant ⁽ⁱⁱ⁾ within the last five years prior to the deadline for Application submission.	Must meet requirement ⁽ⁱⁱ⁾ .	N/A	Must meet requirement ⁽ⁱⁱ⁾ .	N/A	Form CON - 2
<p>Notes for the Applicant</p> <p>(i) Non-performance, as decided by the Employer, shall include all contracts</p> <p>(a) where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and</p> <p>(b) that were so challenged but fully settled against the contractor.</p> <p>Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Applicant have been exhausted.</p> <p>(ii) This requirement also applies to contracts executed by the Applicant as a JV Member.</p> <p>(iii) The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Applicant or any Member of a joint venture may result in failure of the Application.</p>							



Section III. Qualification Criteria and Requirements

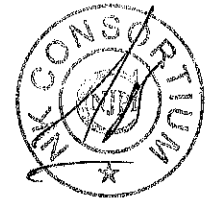
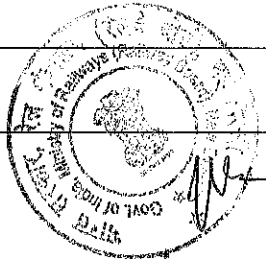
No.	Factor	Requirement	Single Entity (including Affiliates)			Joint Venture (including Affiliates)			Submission Requirements
			All Members Combined	Each Member	One Member	All Members Combined	Each Member	One Member	
3. Financial Situation									
3.1	Financial Performance	The audited balance sheets or, if not required by the laws of the Applicant's country, other financial statements acceptable to the Employer, for the last five years preceding the Application Due Date shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability. As the minimum requirement, the sum total of an Applicant's Net Worth ¹ for the last five years, calculated as the difference between total assets and total liability (includes short term and long-term liabilities) should be positive ² .	Must meet requirement	Must meet requirement	NA	Must meet requirement	NA	Form FIN-3.1 with attachment	
3.2	Average Annual Supply Turnover	Minimum average annual supply turnover ¹ of USD 220 million ² calculated as total certified payments received for contracts in progress and/ or completed, within the last five years, divided by 5 years.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet 25 % of the requirement	Must meet 40 % of the requirement	Form FIN - 3.2	

A certificate from Statutory Auditor is required in support of the financial statement as per the format given in the Forms. For conversion of Applicant Financial data into US Dollars, the conversion rate shall be as specified ITA 13.2.



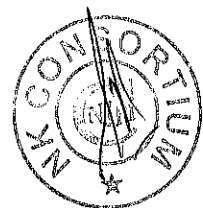
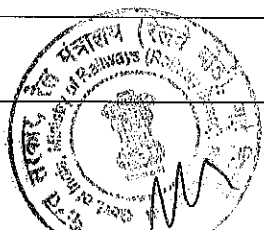
Section III. Qualification Criteria and Requirements

No.	Factor	Requirement	Single Entity (including Affiliate)	Joint Venture			Submission Requirements
				All Members Combined (including Affiliate)	Each Member	One Member	
4. Experience							
4.1	Design experience	<p>The Applicant claiming experience for and in respect of Propulsion Systems and/or Mechanical System shall have designed and manufactured the same comprising Eligible Projects¹. An Applicant who has procured the design of its Propulsion System and/or Mechanical System from a third party (not being an affiliate of the Applicant) cannot claim any experience in respect thereof. In the event that an Applicant has developed its own technology for Propulsion Systems and/or Mechanical System, following the acquisition of technology from a third party, it shall certify that the proposed technology is its own property and does not infringe on the intellectual property rights of a third party.</p> <p>Provided, however, that if such technology was acquired from a third party during a period of 10 (ten) years prior to the Application Due Date, the Applicant shall also furnish a certificate from such third party that it has no intellectual property rights or claims on such technology.</p>	Must meet requirement	Must meet requirement	N/A	N/A	Form 4.1(a) and 4.1(b)



Section III. Qualification Criteria and Requirements

No.	Factor	Requirement	Single Entity (including Affiliate)	Joint Venture			Submission Requirements
				All Members Combined (including Affiliate)	Each Member	One Member	
4.2	Technical Capacity of the Applicant	<p>For demonstrating technical capacity and experience, the Applicant shall, over the past 5 (five) Financial Years preceding the Application Due Date, have designed, produced and supplied Propulsion Systems and Mechanical Systems forming part of Eligible Projects^{1,5} (the "Technical Capacity") such that total capacity of Propulsion Systems forming part of the above supplies exceeds 320,000 (three hundred twenty thousand) horse power and total number of Mechanical Systems forming part of the above supplies measured in terms of Equated Units² exceeds 200 (two hundred) (the "Threshold Technical Capacity").</p> <p>Provided that at least one third of the Threshold Technical Capacity shall be from Eligible Projects pertaining to the period which is at least 2 (two) Financial Years⁴ preceding the Application Due Date.</p>	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP - 4.2 EXP --4.3
4.3	Two Country Experience	Eligible Projects ¹ should have been executed in minimum two countries.	Must meet requirement (including Affiliate)	Must meet requirement (including Affiliate)	N/A	N/A	Form EXP - 4.2 EXP - 4.3



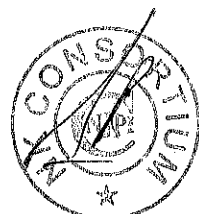
Section III. Qualification Criteria and Requirements

Notes:

- 1) Eligible Projects
 - a. Following categories of experience would qualify as Technical Capacity, as defined in 4.1 to 4.3 of this Section III, in relation to eligible projects (the "Eligible Projects")
 - Category 1: Design, production and supply of propulsion systems comprising traction converters and electronics employing IGBT technology (the "Propulsion Systems") of at least 5 (five) locomotives of capacity 4000 hp or more (the "Locomotives");
 - Category 2: Design, production and supply of Propulsion Systems for at least 10 (ten) rail cars forming part of distributed power high speed train set capable of running at 200 kmph or higher (the "High Speed Train" or "HST");
 - Category 3: Design, production and supply of mechanical systems comprising body shell, bogies, transmissions and suspension systems (the "Mechanical Systems") of at least 5 (five) Locomotives; and
 - Category 4: Design, production and supply of Mechanical Systems for at least 10 (ten) Rail Cars forming part of High Speed Trains
 - b. For a project to qualify as an Eligible Project under Categories 1, 2, 3 and 4 above the entity claiming experience should have held, in the JV that has undertaken the Eligible Project, a minimum of 26% (twenty-six per cent) financial stake during the period for which eligible experience is being claimed.
 - c. An applicant, who has designed, manufactured and supplied complete Locomotives or High-Speed Trains including both Propulsion Systems and Mechanical Systems, forming part of an Eligible Project can, subject to the provisions of Design Experience at 4.1 above, claim experience for both Propulsion Systems as well as Mechanical Systems.
- 2) Experience for Propulsion System shall be measured in terms of its capacity in horse-power. Experience for Mechanical System shall be measured in terms of Equated Units. Mechanical Systems forming part of 1 (one) Locomotive shall be equivalent to 2 Equated Units and Mechanical Systems forming part of 1 rail car of a High-Speed Train shall be equivalent to 1 Equated Unit (the "Equated Units")
- 3) Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the JV submitting their Application under different JV. In other words, no double counting by a JV in respect of the same experience shall be permitted in any manner whatsoever.
- 4) At least one third of the Threshold Technical Capacity shall be from Eligible Projects executed during the years Y3, Y4 and Y5
- 5) Statutory Auditor/Client Certificate for Eligible Project experience as specified in Form EXP 4.2 shall be submitted for each Eligible Project.

Note: Applicable for Section III – Qualification Criteria and Requirements

1. The latest year is defined as the year for which audited balance sheet is available and which in any case is not more than one (1) year before the Application Due Date. Year 1 or Y1 will be the latest completed Financial Year, preceding the Application Due Date. Year 2 or Y2 shall be Year immediately preceding Year 1 and so on.



ANNEXURE 1

EVALUATION CRITERIA

1.0 GENERAL EVALUATION RULES

1.01 Generally

- a. Evaluation of the Applications will be undertaken by Employer with the assistance of the consultant based upon the information submitted by the Applicants in response to the issuance of the Invitation for Prequalification and the Prequalification Documents.
- b. All Application Forms contained in these Prequalification Documents must be fully and properly completed and all must be returned, as they will be reviewed exactly as submitted and errors or omissions will be counted against the Applicant.
- c. At their own option, Employer may request further clarification or confirmation of any aspects which they feel will assist in the evaluation process.
- d. Employer reserves the right to waive minor deviations or omissions in any Application if, in their opinion, they do not materially affect the capability of an Applicant to perform the Contract.
- e. Any Applicant who is found out to have intentionally submitted false or inaccurate statements/information may be disqualified from the prequalification process.

1.02 Basic Method of Evaluation

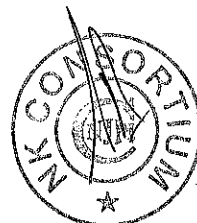
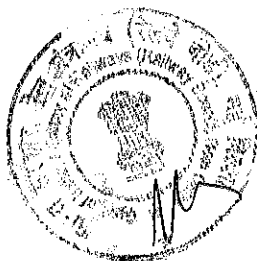
- a. Evidence in support of payment of non-refundable fees for purchase/download of Prequalification Documents. Application, if submitted without the evidence of having paid the requisite fee will be rejected outright.
- b. Evaluation of the Prequalification Applications shall be made successively in two (2) Stages, on the following basis:

Stage 1: Preliminary Screening

Administrative Evaluation with eligibility - **Pass or Fail Basis.**

Stage 2: Minimum Requirements Evaluation

Eligibility: Previous Experience, Financial Situation, Litigation History, - **Pass or Fail Basis.**



- c. Minimum qualification criteria have been established for each item in each Stage.
- d. Applications failing to reach such minimum criteria in any Stage will be deemed to have failed the evaluation process at that Stage.

2.00 STAGE 1 PRELIMINARY SCREENING (ADMINISTRATIVE EVALUATION)

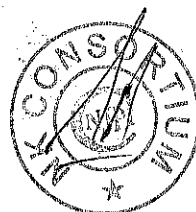
2.01 General

- a. Under this Stage, Applications will be reviewed to check general compliance with the submission requirements of this Prequalification Document.
- b. Evaluation will be made on a Pass or Fail Basis.
- c. If, following this Stage 1 review, an Applicant has failed to comply with any item, the Application will fail the evaluation at this Stage.
- d. The following aspects will be reviewed at this Stage:
 - i. Completeness of submission, correct legal authority of the Applicant's Authorized representative, JV Agreement (in case of joint venture), correct signing and initialing of pages and general compliance with all of the submission requirements of these Prequalification Documents;
 - ii. Lack of submission of any of the Application Forms;
 - iii. Lack of signature by the Applicant's Authorized Signatory on any of the Application Forms;
 - iv. Lack of Joint Venture agreement if applicable.
 - v. Lack of Power of Attorney for signing of Application;
 - vi. Lack of Power of Attorney for Lead Member of Joint Venture; and
 - vii. Lack of Certificate by client/Statutory Auditor wherever applicable;
 - viii. Lack of Parent Company Guarantee if applicable

3.0 STAGE 2 MINIMUM REQUIREMENTS EVALUATION

3.01 Generally

- (a) Applications which have passed the Stage 1 Evaluation will be reviewed to ascertain whether the Applicant has complied with the minimum Prequalification



Requirements as stipulated in the Qualification Criteria and Requirements (Section III).

- (b) Evaluation will be made on a Pass or Fail Basis.
- (c) If, following this Stage 2 review, an Applicant has failed to comply with any item, the Application will fail the evaluation at this Stage.
- (d) The various aspects listed in the following Paragraphs will be reviewed at this Stage.

3.02 Eligibility

- (a) Applications will be checked for compliance with Section III Qualification Criteria and Requirements Sub-factor 1.1 to 1.4.

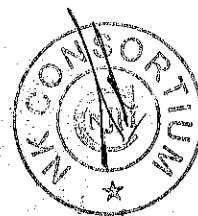
3.03 Historical Contract Non-Performance

- (a) Applications will be checked for compliance with Qualification Criteria and Requirements Sub-factor 2.1, 2.2 and 2.3,
- (b) Applicants or each Member of a Joint Venture will be evaluated separately.
- (c) Non-performance of a contract did not occur within the last number of years specified in the Prequalification Documents, prior to the deadline for application submission based on the criteria specified.
- (d) All pending litigation shall in total not represent more than the percentage, specified in the Prequalification Documents, of the Applicant's Net Worth and shall be treated as resolved against the Applicant.
- (e) Non-compliance with Litigation History i.e. numerous arbitral award or court decisions against the Applicant taking the number and amount of the Contracts executed into account.

3.04 Financial Situation

- (a) Applications will be checked for compliance with Section III Qualification Criteria and Requirements Sub-factor 3.1.
- (b) Compliance of Average Annual Supply Turnover requirement in accordance with Sub-factor 3.2.

3.05 Experience

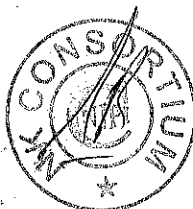


Section III. Qualification Criteria and Requirements

- (a) Applications will be checked for compliance with Section III Qualification Criteria and Requirements as per Sub-factor 4.1, 4.2 and 4.3.
- (b) The Applicant must meet all of the particular requirements of the Instructions to Applicants in order to pass this stage of the Evaluation.
- (c) Submission of Statutory Auditor/Company Secretary certificate as required along with Form ELI 1.2 regarding Affiliate with reference to Sub-factor 4.1 and 4.2
- (d) Submission of certificate from statutory Auditor/client in support of sub-factor 4.2 relating to Technical capacity relating to propulsion system and/or mechanical system forming part of Eligible projects.
- (e) Evaluation of the claimed Eligible Project Experience in reference to Sub-factor 4.1 and 4.2.

3.06 SELECTION AND PREQUALIFICATION OF APPLICANTS

Applicants who pass all stages of the evaluation as approved by Employer and reviewed and concurred by JICA, will be deemed to have passed the Prequalification process, and then they will be invited to participate in the bidding process.



Section IV. Application Forms

Notes on Application Forms

The Applicant shall fill in all the Application forms and submit together with its Application.

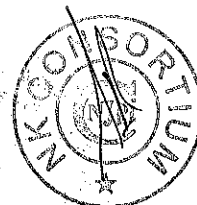
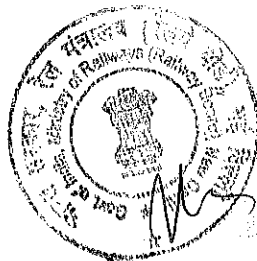
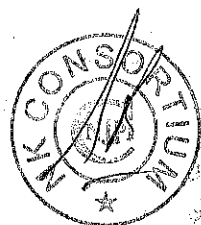


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Application Submission Form

Date: *[insert day, month, year]*

IFP No.: *[insert number]*

To: *[insert full name of Employer]*

We, the undersigned, apply to be prequalified for the contract of referenced number and declare that:

- a. We have examined and have no reservations to the Prequalification Documents, including Addendum(s) No(s)., issued in accordance with Instructions to Applicants (ITA) 7: *[insert the number and issuing date of each Addendum]*
- b. We, including our Affiliate, meet the eligibility requirements as stated in ITA 4. We further understand that our eligibility or continued eligibility, as the case may be, shall be subject to the provisions specified in ITA 4.10.
- c. We, including our Affiliate, have no conflict of interest in accordance with ITA 4.
- d. We confirm that neither we nor any of our Joint Venture Members and our Affiliate are or have been banned from doing business with JICA in accordance with ITA 4.7 and MOR in accordance with ITA 4.9.
- e. We understand that you may cancel the Pre-qualification process at any time and that you are neither bound to accept any Application that you may receive nor to invite the prequalified Applicants to bid for the contract subject of this Pre-qualification, without incurring any liability to the Applicants, in accordance with ITA 24.
- f. All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed [insert signature(s) of an authorized representative(s) of the Applicant]

Name [insert full name of person signing the Application]

In the capacity of [insert capacity of person signing the Application]

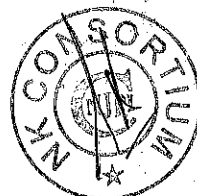
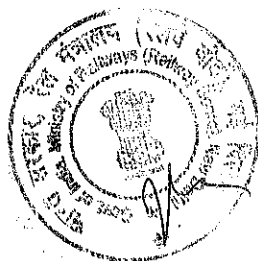
Duly authorized to sign the Application for and on behalf of:

Applicant's name [insert full name of Applicant]

Address [insert street number/town or city/country address]

Dated on [insert day number] day of [insert month], [insert year]

[For a JV, an authorized representative of the JV shall sign, in which case the power of attorney to sign on behalf of all Members shall be attached.]



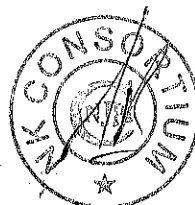
Form ELI -1.1 Applicant Information Form

Date: *[insert day, month, year]*

IFP No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

Applicant's legal name <i>[insert full name]</i>
In case of a Joint Venture, legal name of the representative Member and each Member: <i>[insert full name of each Member in the JV and specify the representative Member.]</i>
Applicant's actual or intended country of registration: <i>[insert country of registration]</i>
Applicant's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
Applicant's legal address in country of registration: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITA 4.3 <input type="checkbox"/> In case of a JV, JV Agreement in accordance with ITA 4.2. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



Form ELI -1.2 Applicant's Party Information Form

[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV Member (in case the Applicant is a JV) as well as any Affiliate# proposed to be used by the Applicant (refer ITA 4.1) for any part of the contract resulting from this pre-qualification]

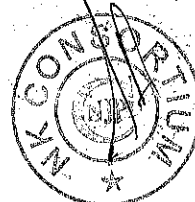
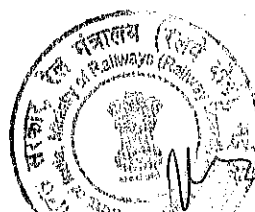
Date: *[insert day, month, year]*

IFP No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

Applicant's legal name: <i>[insert full name]</i>
Applicant's Party legal name: <i>[insert full name of Applicant's party]</i>
Applicant's Party country of registration: <i>[insert country of registration]</i>
Applicant's Party year of incorporation: <i>[insert year of incorporation]</i>
Applicant's Party legal address in country of registration: <i>[insert street/ number/ town or city/ country]</i>
Applicant's Party authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Works:
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITA 4.3. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

A certificate from Statutory Auditor/Company Secretary regarding Affiliate(s) in the format given below shall be submitted.



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

[To be submitted substantially in this format]

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

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/Member and the Affiliate. In the event the Affiliate is under common control with the Applicant/Member, the relationship may be suitably described and similarly certified herein}

Name of the Statutory Auditor's firm/Company Secretary:

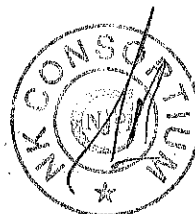
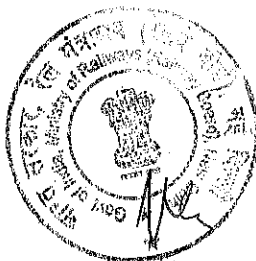
Seal of the Statutory Auditor's firm/ Authorised Representative

(Signature, name and designation of the Authorised Signatory of Statutory Auditor/Company Secretary)

Date:

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

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



Joint Venture Agreement [ITA 4.2]

(To be executed on a stamp paper of appropriate value and submitted in original and substantially in this format)

(The Members of the Joint Venture shall provide Joint Venture Agreement for Joint Venture Participation which includes at least the following)

[Ref Form ELI – 1.1]

M/s _____ {Insert Name of Lead Member} _____ having its registered office at _____ (hereinafter referred to as the "**Lead Member**" of the Joint Venture and acting as the Authorized Representative of the Joint Venture on first part; and

M/s _____ {Insert Name of Member} _____ having its registered office at _____ (hereinafter referred to as _____) in the capacity of a Joint Member of the Joint Venture on the other part.

M/s _____ {Insert Name of Member} _____ having its registered office at _____ (hereinafter referred to as _____) in the capacity of a Joint Member of the Joint Venture on the other part.

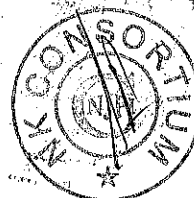
The expressions of _____ and _____ and _____ shall wherever the context admits, mean and include their respective legal representatives, successor interest and assigns and shall collectively be referred to as the "**Parties**" and individually as the "**Party**".
{and so on}

WHEREAS:

- A. The President of India acting through Executive Director, Electrical Engineering (Development), Ministry of Railways (MOR), Govt. of India (hereinafter referred to as "**Employer**") has invited Applications from eligible applicants for _____ "[Insert name of Contract]" (the "**Works**"); and,
- B. The Parties are interested in jointly bidding for the Works as members of a joint venture and in accordance with the terms and conditions of the Prequalification Documents and other bid documents in respect of the Works.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Capitalized terms used herein but not defined hereunder shall have the meanings as ascribed to them under the Prequalification Documents, unless repugnant to the subject, matter or context thereof.



2. The following documents shall be deemed to form and be read and construed as an integral part of this Joint Venture Agreement:

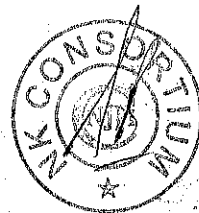
- i. The Invitation for Prequalification (the **"Invitation for Prequalification"**) bearing reference No. _____ dated _____ and the prequalification documents (the **"Prequalification Documents"**) bearing reference No. _____ dated _____ relating to prequalification as issued by the Employer;
- ii. Any addendum / corrigendum to the Prequalification Documents as issued / may be issued by the Employer from time to time; and,
- iii. The Application including without limitation all statements, documents, information, representations, proposals and applications as submitted by us or on our behalf jointly from time to time.

3. The Parties have studied the Prequalification Documents and have agreed to participate in submitting an Application jointly.

4. Mr./Ms. _____, authorised representative (the **"Authorized Representative"**) of the Lead Member and an employee of the Lead Member whose details are provided as under, shall be the Authorized Representative of the Joint Venture (JV) for all intents and purpose. He / She shall have the authority to conduct all business for and on behalf of any and all the Members of Joint Venture during the bidding process and in the event the Joint Venture is awarded the Contract, during Contract execution. Thus, in the event of the award of Contract, the Authorised Representative will be the contractor's representative for all intents and purpose.

Name:
Designation:
Address:
Tel/Fax no:
E Mail ID:

5. In the event of the Authorised Representative being replaced by or dissociating with / leaving the Lead Member, the Lead Member shall immediately appoint another of its employee as its Authorised Representative with the consent of all Joint Venture Members. During any such period, it is hereby agreed to by the Parties that when the Lead Member is not able to duly appoint an Authorised Representative for any reasons whatsoever, the Managing Director/President/Chairman of the Lead Member shall be automatically deemed to be the Authorised Representative for the purpose of this Joint Venture Agreement, the Application of the Joint Venture and the subsequent Contract (if awarded).



6. We undertake that the distribution of responsibilities in execution of Work and the percentage participation amongst various Members of the JV for the subject work shall be as under:

Sl. No.	Name of the Member	Role (Lead Member/ Member)	Distribution of Responsibilities in execution of the Works	% Participation

7. **JOINT AND SEVERAL RESPONSIBILITY**

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the Contract with the Employer and for the performance of Contract awarded to the Joint Venture relating to the Works and in accordance with the terms of the Prequalification Documents and the Contract. In case any Party fails or delays to perform its obligations either partially or totally, it shall be responsible for all the out comings concerned, and upon such conditions the other Parties shall be obliged to take measures to perform well all the obligations under the contract with the Employer.

8. **ASSIGNMENT AND THIRD PARTIES**

The Parties shall cooperate throughout the entire period of this Joint Venture Agreement on the basis of exclusivity and neither of the Parties shall make any arrangement or enter into any agreement either directly or indirectly with any other party or group of parties on matters relating to the Works except with prior written consent of the other Party.

9. **EXECUTIVE AUTHORITY**

The said Joint Venture through its Authorized Representative (as specified above) shall receive instructions, payments from the Employer. The management structure for the Works shall be prepared by mutual consultations to enable completion of the Work to quality requirements within permitted cost and time.

10. **GUARANTEES**

Till the award of the Contract, all the bank guarantees to the Employer shall be furnished in the name of Joint Venture or by the Lead Member on behalf of the Joint Venture which shall be legally binding on all the Members of the Joint Venture.

11. **DOCUMENTS & CONFIDENTIALITY**

Each Party shall maintain full confidentiality and not use for any purpose other than those related to the Works all commercial and technical information received or generated in the course of preparation, submission of the Application / bid (if



prequalified) and execution of the Contract (if awarded) with the prior approval of the Employer.

12. **ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this Joint Venture Agreement shall be settled in the first instance amicably between the Parties. If an amicable settlement cannot be reached as above, it will be settled by..... [Applicant to specify]

13. **VALIDITY**

This Joint Venture Agreement shall remain in force till the occurrence of the earliest of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a) The Application/bid (if prequalified) submitted by the Joint Venture is declared unsuccessful or cancellation/ shelving of the Works by the Employer for any reasons prior to award of the Contract (if awarded);
- b) Successful execution of the Contract;
- c) The date of concurrence by the Employer to the SPV Agreement in case the Joint Venture opts to form a SPV for executing the Contract in terms of the Prequalification Documents.

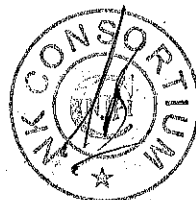
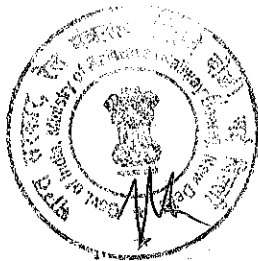
14. This Joint Venture Agreement shall be shall be governed by the laws of India.

15. **NOTICES**

The names, addresses and fax numbers of Authorized Representative of the other Members of the Joint Venture to which notices may be given in writing by fax confirmed by registered mail or commercial courier shall be as under:

- a) ____ [Name], ____ [Designation] ____ [Address] ____ [Ph. No., Fax No., E-mail ID]
- b) ____ [Name], ____ [Designation] ____ [Address] ____ [Ph. No., Fax No., E-mail ID]
- c) ____ [Name], ____ [Designation] ____ [Address] ____ [Ph. No., Fax No., E-mail ID]
- d) ____ [Name], ____ [Designation] ____ [Address] ____ [Ph. No., Fax No., E-mail ID]

16. This Joint Venture Agreement shall take effect and come into full force upon the signing of above by all Parties.



SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER

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

SECOND MEMBER

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD MEMBER

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

For and on behalf

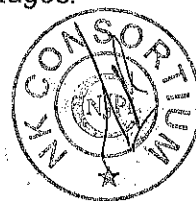
FOURTH MEMBER

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

For Applicants in India to be executed on non-judicial Stamp paper of appropriate value. For Applicants from outside India, to be executed according to the laws in force in India and in English in the Applicant's country, the Notes shown below shall be taken into account:

Notes:

1. In case of existing Joint Venture, the certified copy of Joint Venture Agreement shall be furnished.
2. The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the Applicant's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
3. Whenever required, the Applicants should submit with the Employer for verification the extract of the charter documents and the corporate authorizations (including the resolutions of the board of directors and / or shareholders) in favour of the person executing this document on behalf of the Applicants.
4. For a required document executed and issued overseas, the document will also have to be legalised by the Indian Embassy in the Applicant's country and notarized in the jurisdiction where it is being issued. However, documents provided by Applicants from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Apostille certificate.
5. This Joint Venture Agreement shall be applicable for Invitation for Prequalification, the Prequalification Documents and other subsequent stages.



Power of Attorney for Signing of Application

(To be submitted in Original and substantially in this format)

(For Applicants in India to be executed on non-judicial Stamp paper of appropriate value. If an equivalent form is submitted by Applicants from outside India, it is to be executed according to the applicable law in the Applicant's country and by taking into account the Notes shown below.)

Know all men by these presents, we _____ do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. _____ who is presently employed with us / the Lead Member of our Joint Venture 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 necessary in connection with or incidental to our Application for the Contract Package No. **RS P-7(A)** for the works ("**Works**") titled "**DFC Project -Procurement cum Maintenance of Electric Locomotives and Depot Works consisting of Design, Manufacture, Construction, Supply, Installation, Testing and Commissioning of Electric Locomotives cum Maintenance and Depot Works including Transfer of Technology**" by the President of India, represented by the Executive Director, Electrical Engineering (Development), Ministry of Railways (Railway Board), Government of India (the "**Employer**"), including signing and submission of all documents and providing information/responses, representing us in all matters, dealing with the Employer in all matters in connection with our Application for the said Works.

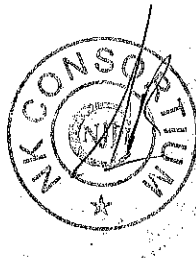
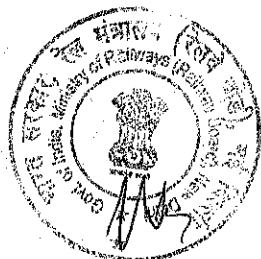
We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 20_____.
(Signature of Authorized Signatory)

(Signature and Name in Block letters of Signatory)
Designation
Seal of Company

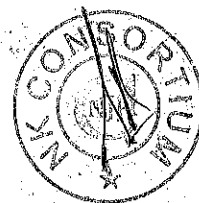
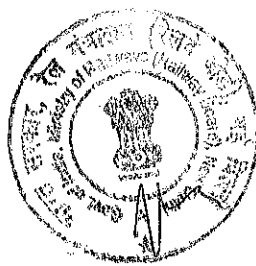
Witness

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:



Notes:

1. *In case of existing joint venture, the certified copy of (JV) Agreement shall be furnished.*
2. *The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the Applicant's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
3. *Whenever required, the Applicant should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the Applicant.*
4. *For a required document executed and issued overseas, the document will also have to be legalised by the Indian Embassy in the Applicant's country and notarized in the jurisdiction where it is being issued. However, documents provided by Applicants from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Appostille certificate.*



Power of Attorney for Lead Member of Joint Venture

(To be submitted in Original and substantially in this format)

(For Applicants in India to be executed on non-judicial Stamp paper of appropriate value. -If an equivalent form is submitted by Applicants from outside India, it is to be executed according to the applicable law in the Applicant's country and by taking into account the Notes shown below.)

WHEREAS:

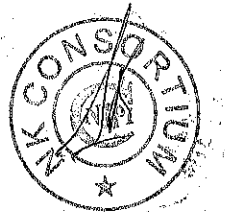
The President of India acting through Executive Director, Electrical Engineering (Development), Ministry of Railways (MOR), Govt. of India (the "Employer") has invited applications from eligible applicants for the Contract Package No. **RS P-7(A)** for the works ("**Works**") titled "**DFC Project -Procurement cum Maintenance of Electric Locomotives and Depot Works consisting of Design, Manufacture, Construction, Supply, Installation, Testing and Commissioning of Electric Locomotives cum Maintenance and Depot Works including Transfer of Technology**", and

Whereas, the Members of the Joint Venture comprising of M/s. _____ (Lead Member), M/s. _____, M/s. _____, and M/s. _____ (*) are interested in submission of application for this work in accordance with the terms and conditions of the Prequalification Documents (the "**Prequalification Documents**") bearing reference No. _____ dated _____.

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's application for the award of the Works.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____ (Lead Member), M/s. _____, M/s. _____, and M/s. _____ do hereby irrevocably designate, nominate, constitute, appoint, authorize and designate M/s. _____, having its registered office at _____ (*) being one of the Members of the Joint Venture as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "**Attorney**"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's application for the contract, including submission of application, participating in /meetings, responding to queries, submission of information/documents and generally to represent the Joint Venture in all its dealings with the Employer or any other Government Agency or any person, in connection with the contract ("**Contract**") for the said Works until culmination of the process of bidding,



till the Contract is entered into with the Employer and thereafter till the expiry of the Contract.

We here by agree to ratify all acts, deeds and things lawfully done by the Attorney, pursuant to this power of attorney and that all acts deeds and things done by our Attorney shall and shall always be deemed to have been done by us/Joint Venture.

Dated this the _____ day of _____ 20_____.

(Signature)

(Name in Block letters of Executants)

Designation

Seal of Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

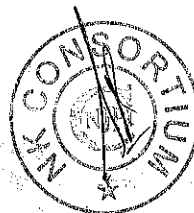
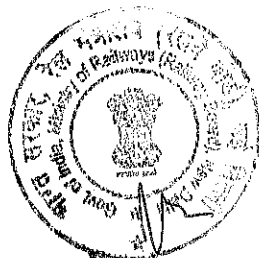
Address:

Occupation:

* to be modified suitably if the applicant is not a JV
To be executed by all the Members of the Joint Venture.

Notes:

1. In case of existing joint venture, the certified copy of (JV) Agreement shall be furnished.
2. The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the applicant's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
3. Whenever required, the Applicant should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the Applicant.
4. For a required document executed and issued overseas, the document will also have to be legalised by the Indian Embassy in the Applicant's country and notarized in the jurisdiction where it is being issued. However, documents provided by Applicant from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Apostille certificate.



Form CON - 2 Historical Contract Non-Performance

[The following table shall be filled in for the Applicant and for each Member of a JV including Affiliate)

Date: *[insert day, month, year]* Applicant's Legal Name: *[insert full name]*
 Applicant's Party Legal Name: *[insert full name]*
 IFP No.: *[insert number]*

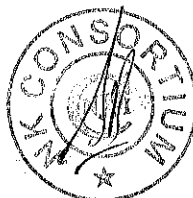
Page *[insert page number]* of *[insert total number]* pages

1. History of Non-Performing Contracts

Non-Performing contracts

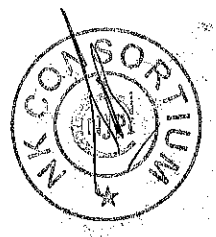
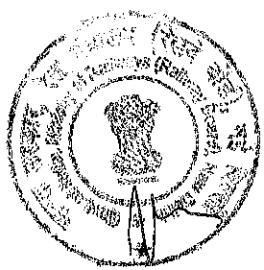
- Contract non-performance did not occur during the past two (2) years preceding the Application Due Date, in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.; and
- Contract(s) not performed since the past two (2) years preceding the Application Due Date, in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.as indicated below:

Year	Non-performed portion of contract	Contract Identification	Total contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of employer: <i>[insert full name]</i> Address of employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>



2. Pending Litigation

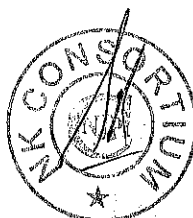
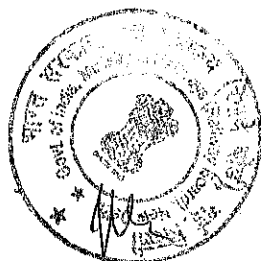
Pending Litigation				
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.				
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2 as indicated below.				
Year of dispute	Amount in dispute	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of employer: [insert full name] Address of employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the	[insert amount]



3. Litigation History

Litigation History		
<input type="checkbox"/> No court/arbitral award decisions against the Applicant for the last five years preceding the Application Due Date, <i>in</i> accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.		
<input type="checkbox"/> Court/ arbitral award decisions against the Applicant since last five years preceding the Application Due Date in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of employer: <i>[insert full name]</i> Address of employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "employer" or "contractor"]</i> Status of dispute: <i>[indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

Note: For exchange rate, refer ITA 13.2



Form FIN - 3.1 Financial Situation

[The following table shall be filled in for the Applicant and for each Member of a JV together with Affiliate]

Date: [insert day, month, year]

Applicant's Legal Name: [insert full name]

Applicant's Party Legal Name: [insert full name]

IFP No.: [insert number]

Page [insert page number] of [insert total number] pages

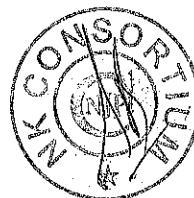
1. Financial data

Type of Financial information	Historic Information for Previous five years (amount in currency, currency, exchange rate*, USD equivalent)					Total (Year 1 to Year 5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Statement of Financial Position (Information from Balance Sheet)						
Total Assets (TA)						NA
Total Liabilities (TL)						NA
Net Worth (NW)						
Current Assets (CA)						NA
Current Liabilities (CL)						NA
Information from Income Statement						
Total Revenue (TR)						NA
Profits Before Taxes (PBT)						NA
Profits After Taxes (PAT)						NA

2. Financial documents

The Applicant and its Members together with Affiliate shall provide copies of financial statements for five years pursuant to Section III, Qualifications Criteria and Requirements, Sub-Factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of a JV, of each Member, together with its Affiliate
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.
- (e) Year 1 or Y1 will be the latest completed Financial Year, preceding the Application Due Date. Year 2 or Y2 shall be Year immediately preceding Year 1 and so on. Financial Year shall, for the purposes of an Application means the accounting year followed by the Applicant in the course of its normal business



Attached are copies of financial statements** for the 5 years required above, and complying with the requirements.

* Refer to ITA 13.2 for the exchange rate.

** If the most recent set of financial statements is for a period earlier than 12 months from the Application Due Date, the reason for this should be justified.

Certificate from Statutory Auditor in support of Form 3.1

[To be submitted substantially in this format]

We hereby certify that the information furnished herein above by the ----- (Applicant/ Member of a JV) is correct based on its books of account and other published information. We further certify that the net-worth of the (Insert Legal name of the single entity/JV Member) together with Affiliate----- (Insert name) during the last five financial years is as under:

Year	Net worth of Single Entity or JV Member in USD	Net-Worth of Affiliate in USD ^{\$}	Total Net-Worth in USD
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

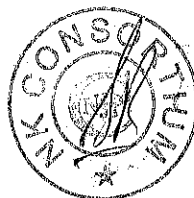
Name of the Statutory Auditor's firm

Seal of the Statutory Auditor's firm

Signature, name and designation of the Authorised Signatory

(In jurisdictions, that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/Member/Affiliate may provide the requisite certification.)

\$ Insert separate column for each Affiliate



Form FIN - 3.2 Average Annual Supply Turnover

[The following table shall be filled in for the Applicant and for each Member of a JV together with Affiliate]

Date: *[insert day, month, year]*
 Applicant's Legal Name: *[insert full name]*
 Applicant's Party Legal Name: *[insert full name]*
 IFP No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

Annual Supply Turnover Data			
Year	Amount and Currency	Exchange Rate*	USD Equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>	<i>[insert applicable exchange rate]</i>	<i>[insert amount in USD equivalent]</i>
Average Annual Supply Turnover **			

* Refer to ITA 13.2 for date and source of exchange rate.

** Total USD equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, Sub-Factor 3.2.

Certificate from Statutory Auditor in support of Form 3.2

[To be submitted substantially in this format]

We hereby certify that the information furnished herein above by the -----(Applicant/ each Member of a JV) is correct based on its books of account and other published information. We further certify that the Annual Supply Turnover of the (Insert Legal name of the single entity/JV Member together with Affiliate -----[Insert Name]) during the last five financial years is as under:

Year	Annual Supply Turnover of Single Entity or JV Member in USD	Annual Supply Turnover of Affiliate in USD ^{\$}	Total Annual Supply Turnover in USD
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

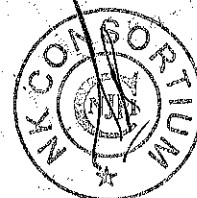
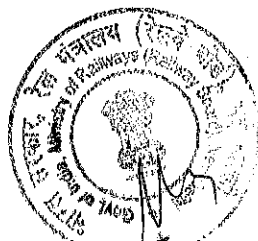
Based on above figures, the Average Annual Supply Turnover during the last five years is USD

Name of the Statutory Auditor's firm

Seal of the Statutory Auditor's firm

Signature, name and designation of the Authorised signatory
 (In jurisdictions, that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/Member/Affiliate may provide the requisite certification.)

^{\$} Insert separate column for each Affiliate



**Form EXP – 4.1(a)
Design Experience - Propulsion System**

Date: [insert day, month, year]
Applicant's Legal Name: [insert full name]

I/We hereby certify that the technology for manufacturing the IGBT based Propulsion System proposed to be used for the Package has been developed by {us/our Member/ Affiliate¹ (specify name)}. We further certify that use of this technology does not infringe on the intellectual property rights of a third party.

OR

I/We hereby certify that we have procured the technology for manufacturing the IGBT based Propulsion System proposed to be used for the Package from (specify name of the provider of technology) by an agreement dated (indicate the date of agreement for transfer of technology). The technology was procured more than 10 (ten) years prior to the Application Due Date of this IFP and its use by the Applicant for the Package does not in any manner infringe on the intellectual property rights of a third party.

OR

I/We hereby certify that we have procured the technology for manufacturing the IGBT based Propulsion System proposed to be used for the Package from (specify name of the provider of technology) by an agreement dated (indicate the date of agreement for transfer of technology). We enclose herewith a certificate from the aforesaid third party that it has transferred the aforesaid rights to the Applicant for use of the same for the Package and that it has no objection to the proposed use.

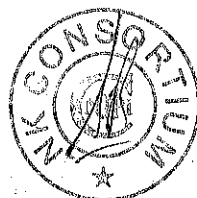
Thanking you,

Yours faithfully,
Authorised Representative
(Signature, name and designation of the Authorised Representative)
For and on behalf of
.....

Strike out the paragraph which is not applicable.

Note:

¹ In case of technology being developed by an Affiliate, ensure certification as required in Form ELI-1.2.



Form EXP – 4.1(b)
Design Experience - Mechanical System

Date: [insert day, month, year]
Applicant's Legal Name: [insert full name]

I/We hereby certify that the technology for manufacturing of the Bogie, Shell, Transmission System called the Mechanical System proposed to be used for the Package has been developed by {us/our Member/Affiliate¹ (specify name)}. We further certify that use of this technology does not infringe on the intellectual property rights of a third party.

OR

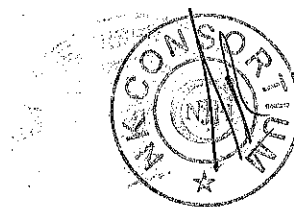
I/We hereby certify that we have procured the technology for Bogie, Shell, Transmission System called the Mechanical System proposed to be used for the Package from (specify name of the provider of technology) by an agreement dated (indicate the date of agreement for transfer of technology. The technology was procured more than 10 (ten) years prior to the Application Due Date of this IFP and its use by the Applicant for the Package does not in any manner infringe on the intellectual property rights of a third party.

OR

I/We hereby certify that we have procured the technology for Bogie, Shell, Transmission System called the Mechanical System proposed to be used for the Package from (specify name of the provider of technology) by an agreement dated (indicate the date of agreement for transfer of technology). We enclose herewith a certificate from the aforesaid third party that it has transferred the aforesaid rights to the Applicant for use of the same for the Package and that it has no objection to the proposed use.

AND

The patents, copyright, utility models or other intellectual property rights, in any plans, calculations, drawings, documents, materials, know-how and information relating to the Mechanical System shall be vested in us. We grant to the Employer, his successors and assignees a royalty free, non-exclusive, non-transferable and irrevocable license to use and reproduce any of the works designs or inventions incorporated and referred to in such Mechanical System and any such know-how and information for all purposes relating to the Works of the Employer, without limiting the design, manufacture, installation, reconstruction, completion, reinstatement, extension, remedy of any defect of the Mechanical System.



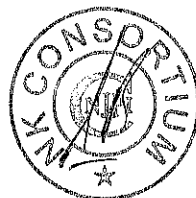
Thanking you,

Yours faithfully,
Authorised Representative
(Signature, name and designation of the Authorised Representative)
For and on behalf of
.....

Strike out the paragraph which is not applicable.

Note:

¹ In case of technology being developed by an Affiliate, ensure certification as required in Form ELI-1.2



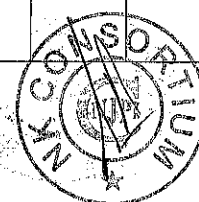
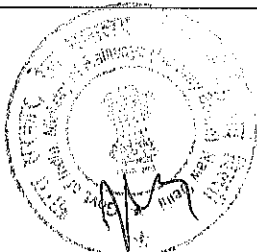
Form EXP - 4.2

Eligible Project Experience

[Applicants are expected to provide information in respect of each Eligible Project in this Form. A separate sheet shall be filled for each Eligible Project.]

[See Section III, Qualification Criteria and Requirements, Sub-Factor 4.2 for definition of 'Eligible Project', 'Category', 'Locomotive' & 'High Speed Train (HST)', Mechanical System, Propulsion System]

Details of the Eligible Projects							
Project Code ^α . ----- Member code ^β ----- Category-----							
Contract No. for Eligible Projects [insert number]	Brief Description of the work: [Give information about the nature of the project, no of locomotives or high-speed trains supplied, HP etc.]						
Award Date	[insert day, month, year, e.g., 15 June, 2015]						
Completion Date	[insert day, month, year, e.g., 03 October, 2017]						
Role in contract [Write Yes/No as applicable]	Single Entity		JV Member with Percentage of Financial Stake held and period				
			% of Financial Stake		Period		
Total contract Quantity	[insert total contract quantity in number and figures]						
Name of the employer: Address: Telephone/Fax Number: E-mail:	[insert full name] [indicate street / number / town or city / country] [insert telephone/fax numbers, including country and city area codes] [insert Website and E-mail address, if available]						
Technical Capacity [Indicate the Number and HP, year wise]	Year ^γ →	Y1	Y2	Y3	Y4	Y5	Total
	Mech. System						
	No. of Locomotives						
	No. of railcars of HST						
	No. of Equated Units						
	Maximum Speed of HST						
	Propulsion System						
	HP of each Locomotive or HST						
Total HP							



Instructions: Superscripts for filling the above form are explained as follows:

α Project Code: (i) For a single entity, Applicant, it would be a, b, c, d and so on.
(ii) In case the Applicant is a JV then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2, the Project Code shall be 2a, 2b, 2c, 2d etc., and so on.

β Member Code: (i) The form shall indicate NA for Not Applicable in case of a single entity Applicant.
(ii) In case the Applicant is a JV, following abbreviations are suggested viz. Lead Member means Member 1 and for other JV Members as Member 2, Member 3 and so on.

γ Year 1 or Y1 will be the latest completed financial year, preceding the Application Due Date. Year 2 or Y2 shall be Year immediately preceding Year 1 and so on.
Financial year shall, for the purposes of an Application means the accounting year followed by the Applicant in the course of its normal business

Authorised Representative of Single Entity/JV

(Signature, name and designation of the Authorised Representative Single Entity/JV)

Certificates to be submitted by the Applicant

1. Certificate from the Applicant's/Affiliate's statutory auditor^s or their respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/Member/Affiliate may provide the requisite certification. The Applicant/Member/Affiliate should provide a certificate as per this format only.

Certificate from the Statutory Auditor/ Client^o

[To be submitted substantially in this format]

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Applicant/Member/Affiliate) has supplied Equated Units of Mechanical Systems {and/or} HP of Propulsion Systems forming part of Eligible Projects to (name of purchasing entity) for supply to ----- (country of supply) as per the following details:

{(A) Locomotives-

(1) Number of Locomotives:; (2) Unit HP of each Locomotive:

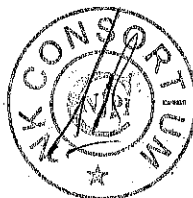
(B) High Speed Train (HST) –

(1) Number of HST:; (2) Number of railcars in each HST:

(3) HP of each HST:; (4) Maximum Speed:

The supply contract commenced on (date) and {was/ is likely to be} completed on (date, if any).

We further certify that the aforesaid supplies in relation to this Eligible Project were made during the past five Financial years as per year-wise details noted below:



Year	Propulsion System (in HP)	Mechanical Systems (in Equated Units)
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Grand Total		

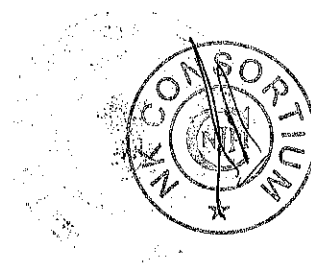
Name of the Statutory Auditor firm/Client:

(Signature, name and designation of the Authorised Signatory of Statutory Auditor firm/Client):

Note:

- \$ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.
- Φ Provide Certificate substantially as per this format only. The details in curly bracket may be appropriately modified. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

2. In the event that credit is being taken for the Eligible Projects of an Affiliate, as per ITA 23.4, ensure certification as required in Form ELI-1.2.
3. In case of the experience of a parent company / an Affiliate is considered, an irrevocable and unconditional guarantee for performance of Applicant's / Joint Venture Member's obligations as per contractual terms substantially in the form and format as provided under these Prequalification Documents shall be submitted by its parent company in relation to the concerned Applicant/Joint Venture Member (as may be applicable).



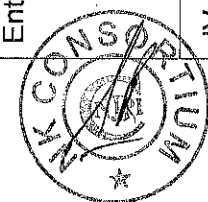
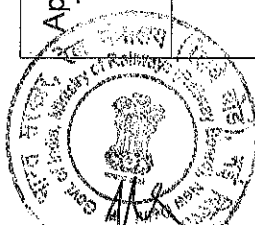
Form EXP - 4.3 Technical Capacity of the Applicant

[This is a computational table of total Technical Capacity of the Applicant from the information given by the Applicant in Form EXP - 4.2]

Date: [insert day, month, year] Applicant's Legal Name: [insert full name]

IFP No.: [insert number] Page [insert page number] of [insert total number] pages

Applicant Type	Member Code ^β	Project Code ^α	Category	Propulsion System (in HP)					Mechanical System (in Equated Units)					Country of employer/client		
				5					6							
				Y1	Y2	Y3	Y4	Y5	TOTAL	Y1	Y2	Y3	Y4		Y5	TOTAL
1	2	3	4													7
Single Entity		a														
		b														
		c														
		d														
JV		1a														
Member 1		1b														
(Lead Member)		1c														
		1d														
JV		2a														
Member 2		2b														
		2c														

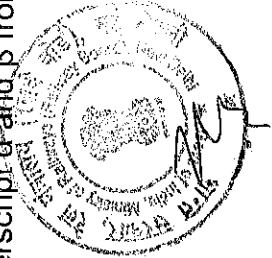
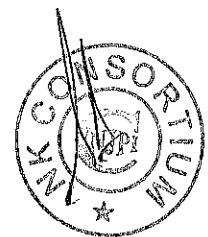


Section IV. Application Forms

Applicant Type	Member Code ^β	Project Code ^α	Category	Propulsion System (in HP)					Mechanical System (in Equated Units)					Country of employer/client		
				Y1	Y2	Y3	Y4	Y5	TOTAL	Y1	Y2	Y3	Y4		Y5	TOTAL
1	2	3	4	5					6					7		
		2d		Y1	Y2	Y3	Y4	Y5	TOTAL	Y1	Y2	Y3	Y4	Y5	TOTAL	
JV Member 3		3a														
		3b														
		3c														
		3d														
JV Member 4		4a														
		4b														
		4c														
		4d														
Sub-total: Propulsion System (Y3+Y4 + Y5) in HP				Sub-total: Mechanical System (Y3+Y4+Y5) in Equated Units												
Total: Propulsion System (Y1 to Y5) in HP				Total: Mechanical Systems (Y1 to Y5) in Equated Units												
List of countries to which the Eligible Projects relates to				1. ----- 2. ----- {3} -----and so on												

Instructions for filling the form:

1. An applicant consisting of a single entity should fill in details as per the row titled Single Entity Applicant and ignore the rows titled Joint Venture member. In case of a JV, the row titled Single Entity Applicant may be ignored.
2. Refer Superscript α and β from Form EXP 4.2. Add more rows if necessary.



PARENT COMPANY GUARANTEE (PCG)

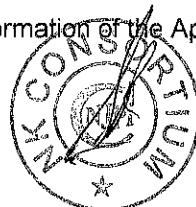
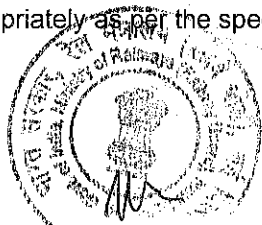
[To be submitted in original and substantially in this format]

THIS GUARANTEE ("Guarantee") is issued on the _____ day of _____, ____ by _____, a Company organized and existing under the laws of _____ having its Registered Office at _____ (hereinafter referred to as the "**Guarantor**") in favour of Executive Director, Electrical Engineering (Development), Ministry of Railways, Government of India having its Office at Room No. 140C, Rail Bhavan, Raisina Road, New Delhi-110001 (hereinafter referred to as "**Employer**").

WHEREAS:

- (A) The Employer floated an Invitation for Pre-qualification dated _____ under the Prequalification Documents ("**Prequalification Documents**") bearing reference No. _____ for inviting offers from interested applicants for the Contract Package No. **RS P-7(A)** for the works ("**Works**") titled "**DFC Project -Procurement cum Maintenance of Electric Locomotives and Depot Works consisting of Design, Manufacture, Construction, Supply, Installation, Testing and Commissioning of Electric Locomotives cum Maintenance and Depot Works including Transfer of Technology**".
- (B) By and under an application dated _____ (the "**Application**"), the _____ (the "**Relevant Person**"), {either singly or in joint venture with _____ and _____ vide the Joint Venture Agreement dated _____ }¹ has submitted the Application.
- (C) The Relevant Person is desirous of using the eligibility criteria, qualifications and / or experience of the {Guarantor and / or----- (the "**Affiliate**") of the Relevant Person}² for the purposes of due satisfaction of the qualification criteria and requirements under the Prequalification Documents.
- (D) Pursuant to the terms of the Application, the Guarantor has agreed to provide a guarantee to the Employer in accordance with the terms hereof *inter alia* in order to secure the due performance of {Relevant Person / Affiliate of the Relevant Person}³, in the event that the Relevant Person is selected {either singly or in joint venture with _____ and _____ }⁴ by the Employer for the due performance of the terms and conditions of the contract ("**Contract**") in relation to the Works.

1 To be used appropriately as per the specific factual information of the Applicant.
 2 To be suitably modified as per the specific factual information of the Applicant. In case of the Affiliate's qualifications being used by the Applicant, the parent company of the Affiliate shall submit this Guarantee.
 3 To be suitably modified as per the specific factual information of the Applicant. In case of the Affiliate's qualifications being used by the Applicant, the parent company of the Affiliate shall submit this Guarantee.
 4 To be used appropriately as per the specific factual information of the Applicant.



- (E) The Guarantor is the legal and beneficial owner of _____% (_____ percent) (the "Shares") of the total fully paid up share capital of the {Relevant Person / Affiliate of the Relevant Person}⁵.
- (F) At the request of the {Relevant Person / Affiliate of the Relevant Person}⁶, the Guarantor has agreed to provide this Guarantee in accordance with the terms hereof.

NOW IT IS HEREBY UNDERTAKEN AND AGREED AS FOLLOWS: -

1. In consideration of the Employer entering into the Contract with the Relevant Person {either singly or in joint venture with _____ and _____}⁷, the Guarantor hereby undertakes to the Employer that, without the written consent of the Employer, it shall not:
- (a) Sell, transfer and / or otherwise dispose of or deal with the whole or any part of the Shares in any way which will affect the beneficial ownership and control of the Guarantor in the {Relevant Person / Affiliate of the Relevant Person}⁸;
 - (b) create or attempt to create or agree to or permit the creation of any security and / or charge and / or encumbrance on the Shares in favor of any person; and the creation of any security and/or charge and / or create any lien and / or encumbrance or an attempt to create any of the above on the Shares without the prior written consent of the Employer shall be null and void and shall be deemed to be a breach of this Guarantee; and,
 - (c) Take any action which directly or indirectly may result in the Relevant Person {either singly or in joint venture with _____ and _____}⁹ being unable to comply with its obligations or perform in any way the duties of the Applicant under the Contract.
2. {The Guarantor hereby irrevocably and unconditionally guarantees, undertakes, covenants and / or confirms to the Employer, that the Guarantor shall do all acts, deeds, matters and things in order to ensure that the Affiliate shall at all times

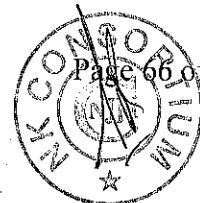
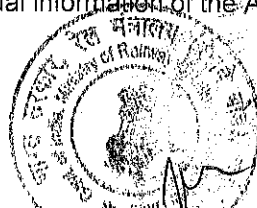
⁵ To be suitably modified as per the specific factual information of the Applicant. In case of the Affiliate's qualifications being used by the Applicant, the parent company of the Affiliate shall submit this Guarantee.

⁶ To be suitably modified as per the specific factual information of the Applicant. In case of the Affiliate's qualifications being used by the Applicant, the parent company of the Affiliate shall submit this Guarantee.

⁷ To be used appropriately as per the specific factual information of the Applicant.

⁸ To be suitably modified as per the specific factual information of the Applicant. In case of the Affiliate's qualifications being used by the Applicant, the parent company of the Affiliate shall submit this Guarantee.

⁹ To be used appropriately as per the specific factual information of the Applicant.



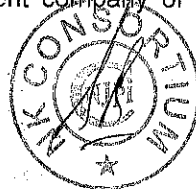
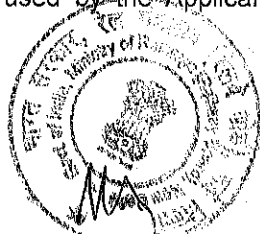
continue to be the Related Party of the Relevant Person, and that the Affiliate shall not transfer, assign, dispose of, pledge, charge or create any lien or in any way encumber any shares, in any manner whatsoever, which directly or indirectly, is in contravention of any of the terms and conditions of the Guarantee. For the purposes of this clause, the term "**Related Party**" means, in relation to the applicant / joint venture member, the entity whose credentials of experience are claimed by the applicant / joint venture member, as per Factor 4 – Experience of Section III – Qualification Criteria and Requirements of the Prequalification Documents, and a person who controls, is controlled by, or is under the common control with such applicant / joint venture member. The term "**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 by operation of law or by contract or otherwise.¹⁰

3. In the event, that the Guarantor acquires / receive any additional shares in the {Relevant Person / Affiliate of the Relevant Person}¹¹, at any time subsequent to the date of execution of the Guarantee, the Guarantor shall immediately upon receipt / acquisition of any additional shares issued by the {Relevant Person / Affiliate of the Relevant Person}¹², inform the Employer and continue to maintain the legal and beneficial ownership over such additional shares during the subsistence of this Guarantee.
4. The Guarantor hereby irrevocably and unconditionally guarantees to the Employer that Relevant Person shall perform its obligations in relation to the Works under the terms and conditions of the Prequalification Documents and / or the Contract and agrees to provide further comfort letters / undertakings / guarantees, if so desired by Employer, in terms of the Prequalification Documents.
5. The Guarantor unconditionally and irrevocably guarantees to the Employer that it shall make available or cause to be made available to the Relevant Person all financial, technical and other resources as may be required and shall do all acts, deeds, matters and things so as to ensure that the Relevant Person can duly carry out its obligations as per the terms and conditions of the Prequalification Documents and / or the Contract and the Guarantor hereby covenants, confirms and undertakes that the Relevant Person shall at all times fully and effectively discharge the obligations under the terms and conditions of Prequalification Documents and / or the Contract, including by discharging the obligations within the time and cost so stipulated.

¹⁰ To be suitably modified as per the specific factual information of the Applicant. In case of the Affiliate's qualifications being used by the Applicant, the parent company of the Affiliate shall submit this Guarantee along with this clause.

¹¹ To be suitably modified as per the specific factual information of the Applicant. In case of the Affiliate's qualifications being used by the Applicant, the parent company of the Affiliate shall submit this Guarantee.

¹² To be suitably modified as per the specific factual information of the Applicant. In case of the Affiliate's qualifications being used by the Applicant, the parent company of the Affiliate shall submit this Guarantee.



6. The Guarantor hereby agrees that in the event that the Relevant Person in any respect commits any breach and / or default or fails to fulfill any of the terms of the Prequalification Documents and / or the Contract, then the Guarantor will forthwith perform the same and fulfill all the obligations required under the terms and conditions of the Prequalification Documents and / or the Contract on behalf of the Relevant Person, without any extra cost and time implications. For the avoidance of any doubt, it is hereby clarified that the existence of any breach and / or default of the terms and conditions of the Prequalification Documents and / or the Contract shall be at the sole discretion of the Employer which shall be final and binding on the Guarantor and the Guarantor shall duly perform its obligations under this Guarantee, without any demur, protest, contest and / or delay whatsoever.
7. The Guarantor further undertakes to indemnify all losses, damages, expenses, claims, costs and proceedings which may be suffered or incurred by Employer due to the failure or breach on the part of the Guarantor to comply with the terms of this Guarantee or any other agreements to which it is a party; and/ or any of its obligations being or becoming void, voidable or unenforceable for any reason, under this Guarantee.
8. The Guarantor assures and undertakes that during the term of the contract or of any guarantee for performance as per the contract, the Guarantor shall continue to be the parent company of the {Relevant Person / Affiliate of the Relevant Person}¹³ and the Guarantor's liability shall not be affected due to any incapacity or lack of power or legal personality or change in the status of the Guarantor and / or the {Relevant Person / Affiliate of the Relevant Person}¹⁴.
9. The obligation of the Guarantor shall take effect from the date of this Guarantee and shall remain in full force until all the obligations under the Contract have been fully performed and discharged and / or all sums of money payable to the Employer have been fully paid under the Contract. The Guarantor further undertakes to perform forthwith without insisting on any proof of breach and / or default of the terms and conditions of the Prequalification Documents and / or the Contract by the Relevant Person and purely relying on Employer's written demand.
10. The liabilities of the Guarantor under this Guarantee shall remain in full force and effect and shall not be discharged, diminished or otherwise affected by: -
 - (a) Any change in the charter documents, articles of association, memorandum of association or bye – laws or constitution of the Relevant Person or the Guarantor;

¹³ To be suitably modified as per the specific factual information of the Applicant. In case of the Affiliate's qualifications being used by the Applicant, the parent company of the Affiliate shall submit this Guarantee.

¹⁴ To be suitably modified as per the specific factual information of the Applicant. In case of the Affiliate's qualifications being used by the Applicant, the parent company of the Affiliate shall submit this Guarantee.



- (b) Any time, indulgence, waiver or consent given to the Relevant Person by the Employer;
- (c) Any amendment to the Contract and to any supplemental agreement and / or arrangement thereto agreed between the Employer and the Relevant Person or any security or other guarantee or indemnity to which Relevant Person has agreed; and.
- (d) The dissolution, amalgamation, reconstruction or reorganization of the Relevant Person and / or the Guarantor.

11. NOTICE:

Any notice, demand, declaration, or other communication to be given by the Employer or the Guarantor to the other shall be in writing, in English language and delivered in person or by air mail or by courier services or by facsimile or by e-mail to the person given below or to such other person as they may from time to time designate by notice to other: -

For Guarantor	
Attention of <i>(Insert Name)</i>	
Designation	
Mailing Address	
Email address	
Telephone/ Fax Nos	

For Employer	
Attention of <i>(Insert Name)</i>	
Designation	
Mailing Address	
Email address	
Telephone/ Fax Nos	

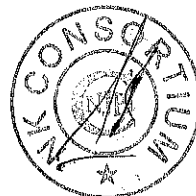
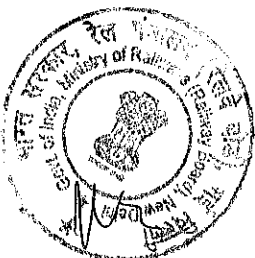
12. GOVERNING LAW AND JURISDICTION:

This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient. It may be enforced in terms of the Indian laws.

13. SUBROGATION

The Guarantor hereby confirms, undertakes and covenants with the Employer that:

- (a) it shall not, in the event of the liquidation of the Relevant Person prove in competition with the Employer in any liquidation proceeding; and,
- (b) it shall have no right of subrogation or indemnity against the Relevant Person nor shall they exercise any such rights available to them under applicable law, to claim any sum relating to the obligations from the Relevant Person, including those of subrogation and of proof in the



insolvency of the Relevant Person and shall hold the benefit of any such rights for the Employer.

14. DISPUTE RESOLUTION

The Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with any dispute arising out of or in relation to this Guarantee.

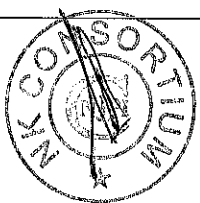
- 15. This Guarantee may be executed in one or more counterparts, all of which shall be read and construed as one document and any fax copy or scanned copy or print of a scanned copy of a signed Guarantee shall be deemed to be an original signature.
- 16. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Employer consents to the same in writing.
- 17. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Employer's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.
- 18. Waiver of any breach or failure to comply with any provisions of this Guarantee shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Guarantee, unless any such waiver has been consented to by the concerned party in writing.
- 19. This document has been executed by a duly authorized signatory on behalf of the Guarantor having the requisite power to do so.

IN WITNESS WHEREOF the Guarantor has duly executed this Guarantee as at the date first above written.

For and on behalf of Guarantor,

(Signature)

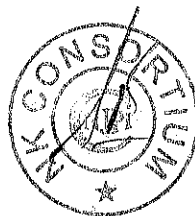
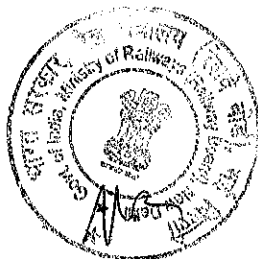
THE COMMON SEAL OF Was affixed hereto in the presence of: Witness 1	Witness 2
Signature	Signature
Name:	Name:
Designation:	Designation:
Address:	Address:
Date:	Date:



Section IV. Application Forms

Notes: (For preparation of but not for inclusion in the engrossment of this guarantee):

1. If a Parent Company is not the immediate parent company, the chain of ownership must be recited, identifying each company in the chain and shareholding or other interests in the Relevant Person / Affiliate of the Relevant Person.
2. Guarantee should be supported by certified true copies of the resolutions of the Board of Directors / governing body of the Guarantor duly authorizing its authorized signatory to execute the guarantee.



Form ACK

Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Applicant/Members of joint venture ("JV")]* (hereinafter referred to as the "Applicant") to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Applicant and myself that all information provided in the Application submitted by the Applicant for *[insert Loan No and name of the Project]* is true, correct and accurate to the best of the Applicant's and my knowledge and belief. I further certify, on behalf of the Applicant, that:

- (i) the Application has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the "Guidelines"); and
- (ii) the Applicant has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive, or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Applicant has NOT been debarred by the World Bank Group for more than one year since the commencement of the advertisement for Prequalification

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B').>

B) I certify that the Applicant has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

C) I certify that the Applicant will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Applicant, that if selected to undertake services in connection with the contract the Applicant shall carry out such services in



continuing compliance with the terms and conditions of the Guidelines.

- E) I further certify, on behalf of the Applicant, that if the Applicant is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the Applicant shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

1. JICA Headquarters:
Japan International Cooperation Agency (JICA)
Nibancho Center Building 5-25,
Niban-cho, Chiyoda-ku, Tokyo 102-8012
Japan
Legal Affairs Division, General Affairs Department URL:
<https://www2.jica.go.jp/en/odainfo/index.php>
Tel: +81 (0)3 5226 8850
Fax +81 (0)3 5226 6393
2. JICA local Office in India
Japan International Cooperation Agency JICA India Office 2nd Floor, Dr. Gopal Das Bhawan
28, Barakhamba Road, New Delhi-110001, India
Tel: +91-11-4768-5500
Fax: +91-11-4768-5555

The Applicant acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Applicant's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Applicant. The Applicant further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Applicant will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

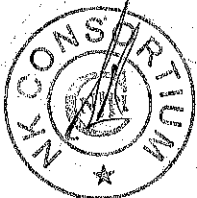
Authorized Signatory

[Insert name of signatory; title]



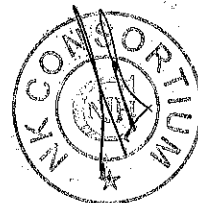
For and on behalf of [Insert name of the Applicant]

Date:

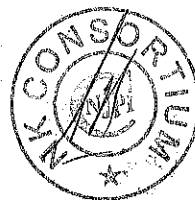


Section V. Eligible Source Countries of Japanese ODA Loans

The Borrower may procure goods and services from all countries and areas.



PART 2 – Works Requirements



Section VI. Scope of Works

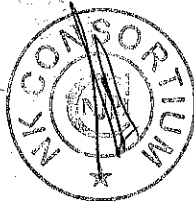
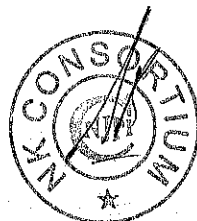
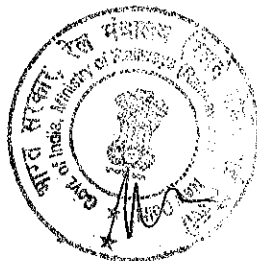


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1. Description of the Works

1. Ministry of Railways, Government of India has planned to construct a High Axle Load Dedicated Freight Corridor (DFC) covering about 3,330 route kilometers on Eastern and Western Corridors. The coverage of Eastern Corridor is from Ludhiana to Dankuni and Western Corridor is planned from Jawaharlal Nehru Port (JNPT), Mumbai to Rewari/Tughlakabad/Dadri near Delhi. There will be a linkage between the two corridors at Khurja.
2. The President of India has received loan from Japan International Cooperation Agency (JICA) towards the cost of Western Dedicated Freight Corridor Project. It is intended that the proceeds of this loan will be applied to eligible payments under the contract **DFC Project -Procurement cum Maintenance of Electric Locomotives and Depot Works** (Contract Package RS P -7(A)). The payments for the maintenance work shall be done Ministry of Railways through its Revenue Fund.
3. The project entails construction of double-track electrified railway lines capable of handling 25-ton axle load, trains of 750m, single haul or 1500m with two coupled trains as long haul. Accordingly loop lines in yards will be 1500m long capable of servicing two trains of 750m long each. The trains will be operating at a maximum speed of up to 100 Kmph.
4. The overhead equipment design in WDFC shall provide movement of double stack container on flat wagons and the contact wire shall be provided at a height of about 7.54m above rail at support. The overhead electrification shall be designed with clearance as provided in the Schedule of Dimensions of Dedicated Freight Corridor (DFC)-2012 for maximum speed of 120 Kmph and shall permit raising of the tracks by 275mm to allow ultimately axle loads to be increased to 32.5 tonnes in future.
5. The Ministry of Railways intends to prequalify Applicants for the design, manufacture, construction, supply, installation, testing and commissioning of electric locomotives cum maintenance and depot works including transfer of technology (the "**Works**"). The indicative description of Works in brief is as follows:
 - a. Procurement of 200 Nos. of 9000 HP electric locomotives as follows:

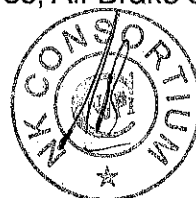
1	Fully assembled imported locomotives	Up to maximum of 10 locomotives ^b	10 locomotives
2	Assembly of Locomotives in India by the successful bidder at Employer facilities from kits supplied by successful Bidder.	90 locomotives at Diesel Locomotive Works/Varanasi and Appx. 90 locomotives at Dankuni unit of CLW/Chittranjan	180 locomotives
3	Assembly of locomotives in India at Employer facilities from kits supplied by	10 locomotives at Dankuni unit of	10 locomotives



Section VI. Scope of Works

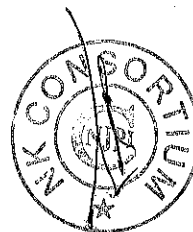
the successful Bidder and the Mechanical System manufactured at Chittranjan Locomotive Works (CLW) under Transfer of Technology	CLW/Chittranjan	
Total		200 locomotives
<p>\$ - In case, the number of locomotives are less than 10, the balance locomotives shall be assembled at Dankuni.</p>		

- b. Maintenance of electric locomotive supplied under the Contract
- i. Comprehensive maintenance (including material & labour) of each of 200 locomotives for 13 years i.e. minimum one year after 1st POH of each loco.
 - ii. The successful Bidder shall construct a maintenance facility (Electric Locomotive Maintenance Depot) at Rewari at his cost for which the land will only be provided by the Employer for the maintenance of above mentioned 200 locomotives. The Depot including all the maintenance facilities created therein will be transferred to the Employer at the end of maintenance period of locomotives.
 - iii. The successful Bidder is also required to build Training facilities for the Locomotive Pilots attached to Electric Locomotive Maintenance Depot, at Rewari.
- c. Transfer of Technology
- The Employer intends to manufacture 9000 HP locomotives after the completion of procurement of 200 locomotives, at his facilities, and therefore, requires from the successful Bidder the following:
- i. Transfer of Technology to Chittranjan Locomotive Works for design and manufacturing of Bogie, Shell, Mechanical Transmission, Assembly, Testing and Commissioning.
 - ii. Using the Transfer of Technology mentioned in item (i) above, manufacturing of 10 (ten) locomotive sets of Bogies, Shell, Mechanical Transmission at CLW Chittaranjan/Dankuni under its technical supervision and supply of all the materials required for the manufacturing of the said items, jigs, fixtures, instrumentation, documentation etc. The supervisor and skilled manpower shall be provided by CLW Chittaranjan/Dankuni so as to ensure that the supervisor and manpower is trained for subsequent manufactures the Mechanical System.
 - iii. To provide Purchase Specification and development of minimum one indigenous vendor for all the major items such as Pantograph, Roof Insulator, VCB, Cable Head Termination, lightning arrester, Main Transformer, Line Converter, Inverter, Contactors, Vehicle Control, Driving Desk including all accessories, Cables, Pneumatic pipes, Air Brake System Complete, Capacitors,



heat exchangers, blowers, air filters, cab air- conditioning, etc.

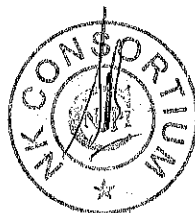
- d. Availability and Reliability of Locomotives supplied and maintained by the Applicant
- i. Availability of locomotives shall be minimum 95%. The availability is defined as the sum of available hours of all the working locomotives in the fleet as a proportion of the total hours of the locomotives in the fleet in any accounting year.
 - ii. Reliability of locomotives such that the number of failures shall not be more than one for every 2,00,000 (2 Lakhs) of kilometer working. The reliability of the locomotives in any accounting year shall be measured in terms of the mean distance travelled between two failures i.e. computed by dividing the cumulative distance travelled by all the locomotives in any accounting year by aggregate numbers of failures of all the locomotive.



2. Contract Period

The contract period to start as per the terms and conditions of the Contract. The tentative period for different activities is summarized as follows for the guidance of the Applicant.

Sl No.	Activity		Expected Period of Completion
1	Submittal of Design/Drawing and Approval	Supply Period	52 weeks (1 years)
2	Offer of the first prototype for inspection and testing		104 weeks (2 years)
3	Supply of 9 locomotives		156 weeks (3 years)
4	Supply of 40 locomotives		208 weeks (4 years)
5	Supply of 50 locomotives		260 weeks (5 years)
6	Supply of 50 locomotives		312 weeks (6 years)
7	Supply of last 50 locomotives including supply of 10 locos using equipment manufactured at CLW under Transfer of Technology and successful completion of all requirement of Transfer of Technology		364 weeks (7 years)
8	Commissioning of Electric Locomotive Maintenance Depot at Rewari		104 weeks (2 Years)
9	Maintenance of locomotives till Periodical Overhaul (due after 12 years of service) of last lot of 10 locos +1 yr.		1040 weeks (20 years)



3. Site and Other Data

Applicants are encouraged to submit their respective Applications after visiting the 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.

The information given below is for the guidance

1. There are primarily four sites for the consideration of the Applicant for use to cover the complete scope of the work namely:
 - a. Chittranjan Locomotive Works (CLW)/Chittranjan (West Bengal)
 - b. Electric Loco Assembly and Ancillary Unit of CLW, Dankuni, (West Bengal)
 - c. Diesel Locomotive Works, Varanasi, (Uttar Pradesh)
 - d. Setting up Electric Loco Maintenance Depot at Rewari (Haryana)

2. The site, location plan and other relevant data for each of the location is as follows

2.1 Chittranjan Locomotive Works: It is located at Chittranjan having a rail head located in Howrah-Patna-Mughalsarai main line at a distance of 237 km from Howrah. The nearest Airport is Kolkata. Nearest important railway junction is Asansol, 25 km away. CLW manufactures electric locomotives -- 25 Kv ac loco with three phase ac drive, 25kv ac locomotive with dc drive. it is one of the largest electric locomotive manufacturer in the world. CLW also manufactures AC & DC Traction motors, Switch gears/Control gears, Bogies cast & fabricated, Wheel sets & Steel casting.

2.2 Dankuni – It is a fast-growing industrial township near Kolkata, India. The town is part of the Hooghly District and under Serampore subdivision , in the state of West Bengal. It is a part of the area covered by Kolkata Metropolitan Development Authority.

It is well-reachable by road or trains from both Howrah Station and Sealdah Station. Dankuni Junction rail station is 15 km (9.3 mi) from Howrah Station. The nearest airport is the Netaji Subhas Chandra Bose International Airport located at Dum Dum, 20 km from Dankuni.

2.3 Diesel Locomotive Works – Varanasi is presently used for the manufacturer of Diesel locomotive. With extensive electrification in progress, it is planned to utilize the facilities to assemble electric locomotive at present. In view of this, the facility is planned for utilization for the assembly of 9000 horse power locomotive also. It is located midway between Delhi and Kolkata at distance of about 675 Km from either side. Varanasi is also well connected by Air from Kolkata and Delhi.

2.4 Rewari, a city in the state of Haryana is located on the WDFC route of DFCCIL and land is earmarked for the construction of the maintenance depot with connectivity to WDFC route. Rewari is located at a distance of about 80 Km from Delhi and well connected by Road and Rail.

