



BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL PROJECT – PHASE-II

Bidding Documents for

SUPPLY OF 150 Nos. OF STANDARD GAUGE INTERMEDIATE CARS AS PER REQUIREMENTS OF BMRCL COMPATIBLE WITH AND SUITABLE FOR INTEGRATION WITH EXISTING TRAINS OF BANGALORE METRO RAIL PROJECT PHASE-I PROCURED UNDER CONTRACT No. 2 RS-DM

BID No. 3 RS-DM

PART 1A: PREQUALIFICATION PROCEDURE

OCTOBER 2016

Issued by:

Bangalore Metro Rail Corporation Limited

(A Joint Venture of Govt. of Karnataka and Govt. of India)

III Floor, BMTC Complex, K.H. Road, Shanthinagar,

Bangalore: 560027, Karnataka, India

Website: www.bmrc.co.in

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INVITATION FOR BIDS

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Invitation for Bids

BANGALORE METRO RAIL CORPORATION LIMITED



III Floor, BMTCL Complex,
K.H. Road, Shanthinagar,
Bangalore – 560 027
Karnataka, India
E-mail: bmrcl@dataone.in
Web: www.bmrc.co.in

Dated. 01.10.2016

BANGALORE METRO RAIL PROJECT PHASE-II

SUPPLY OF 150 Nos. STANDARD GAUGE INTERMEDIATE CARS AS PER REQUIREMENTS OF BMRCL COMPATIBLE WITH AND SUITABLE FOR INTEGRATION WITH EXISTING TRAINS OF BANGALORE METRO RAIL PROJECT PHASE-I PROCURED UNDER CONTRACT No. 2 RS-DM

IFB No. 3 RS-DM

AFD Loan No: CIN 1062 01 P.

1. The Bangalore Metro Rail Corporation Limited (BMRCL) has entered into a loan agreement with Agence Française de Développement's (AFD) for part funding the cost of "Design, Manufacture, Supply, Testing and Commissioning of 150 Nos. of Standard Gauge Intermediate Cars compatible with and suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under Contract No. 2 RS-DM".
2. The Bangalore Metro Rail Corporation Limited (BMRCL) now invites sealed bids from eligible bidders for "Design, Manufacture, Supply, Testing and Commissioning of 150 Nos. of Standard Gauge Intermediate Cars compatible with and suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured Under Contract No. 2 RS-DM" (called "the Facilities"). International Competitive Bidding (ICB) will be conducted in accordance with the Agency's "Single-Stage" Bidding Procedure.
3. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of the Managing Director, Bangalore Metro Rail Corporation Limited, III Floor, BMTCL Complex, K.H. Road, Shanthinagar, Bangalore 560 027, Karnataka, India. (Website: www.bmrc.co.in).
4. A complete set of bidding documents may be purchased by the interested Bidders on submission of a written application to the above and upon payment of a non-refundable fee of INR 1,00,000 (Indian Rupees one lakh only) or USD 1,500/- (USD one thousand five hundred only) in the form of a Pay Order/Demand draft issued by an Indian Scheduled Bank (excluding Co-operative Banks) or by a Scheduled Foreign Bank as defined in Section-2(e) of RBI Act-1934 read with second schedule drawn in favour of "Bangalore Metro Rail Corporation Limited" and payable at Bangalore from 05.10.2016 to 15.10.2016 (on all working days between 11.00 Hrs to 17.00 Hrs (IST)). Pre bid meeting will be held in the Office of BMRCL at 11.00 Hrs (IST) on 28.10.2016.

Two sets of Bid documents shall be issued, out of which one set of Bid documents along with Employer's clarification on queries including addenda (if any) and reference documents are to be submitted with the Bid submittal, untampered, duly signed and stamped on each page.

5. The provisions in the Instructions to Bidders (ITB) along with the Bid Data sheet (BDS) and in the General Conditions (GC) along with Particular Conditions (PC) are the provisions of the Agence Française de Développement's Standard Bidding Documents: Procurement of Plant, Design, Supply and Installation (SBD-P).

Bidding documents and reference documents comprising of five parts as below:-

- a. PART-1 : Bid procedure.
 - b. PART-1A: Prequalification Documents.
 - c. PART-2 : Employer's Requirement: Technical Specification (ERTS) & Employer's Requirement: General Specification (ERGS).
 - d. PART-3 : General Conditions (GC) & Particular Condition (PC).
 - e. PART-4 : Safety, Health and Environment Manual.
6. Bids must be delivered to the above office at or before 15.00 Hrs (IST) on 30.11.2016 and must be accompanied by a Bid-Security of INR 160 million (Indian Rupees one hundred sixty million) or USD 2.40 million (USD Two hundred forty thousand).
 7. Bids will be opened in the presence of Bidders' representatives who choose to attend at 15.30 Hrs (IST) on 30.11.2016 at the office of Managing Director, Bangalore Metro Rail Corporation Limited, III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore: 560 027, Karnataka, India.
 8. Qualification criteria are as described in Part 1A of the Bid documents, which can also be seen on BMRCL web site www.bmrc.co.in
 9. Late Bids received after stipulated time of submission of bid on the specified date, shall not be accepted under any circumstances.
 10. Bids shall be valid for a period of 180 days from the latest date of submission of Bids and shall be accompanied with a Bid Guarantee of the requisite amount in the form of a Bank Guarantee.
 11. A firm after purchase of the Bid documents in their name can submit the Bid either as an individual firm or as a joint venture/Consortium.
 12. The Bid Security is to be submitted as per Clause 20 of the 'Bid Data Sheet'.
 13. The Employer requires that the Bidders and Contractors observe highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, The Employer;
 - (a) will reject the Bid for the Work or rescind the Contract, if the Employer determines that the Bidder / Contractor has engaged in corrupt or fraudulent practices.
 - (b) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if he at any time determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
 14. BMRCL reserves the right to accept or reject any or all Bids without assigning any reason. No Bidder shall have any cause of action or claim against BMRCL for rejection of his Bid.
 15. For further clarifications/details, contact: Project Manager (Rolling Stock), BMRCL on +91 80 2296 9536, Fax:+91 80 2296 9222, E-mail: jitendra@bmrc.co.in.

Managing Director

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PREAMBLE

The Cars to be supplied under this Bid shall be compatible with and suitable for integration with the existing Standard Gauge trains of BMRCL supplied by the consortium consisting of M/s BEML Ltd. / India, M/s Hyundai Rotem Company/Korea, M/s Mitsubishi Electric Corporation/ Japan, and M/s Mitsubishi Corporation/ Japan (BRMM Consortium) under BMRCL Contract No. 2 RS-DM.

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**SECTION I: INSTRUCTIONS TO APPLICANTS
(ITA)**

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Section I: Instructions to Applicants

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Section I: Instructions to Applicants (ITA)

A. General

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|-------------------------------------|-----|---|
| 1. Scope of Application | 1.1 | In connection with the Invitation for Prequalification ¹ indicated in Section II, Prequalification Data Sheet (PDS), the Employer, as defined in the PDS , issues this Prequalification Document (“Prequalification Document”) to prospective applicants (“Applicants”) interested in submitting applications (“Applications”) for prequalification to bid for the Works described in Section VII, Scope of Works. In case the Works are to be bid as individual contracts (i.e. the slice and package procedure), these are listed in the PDS. The International Competitive Bidding (“ICB”) number corresponding to this prequalification is also provided in the PDS . |
| 2. Source of Funds | 2.1 | The Employer indicated in the PDS has applied for financing (hereinafter called “funds”) from the Agence Française de Développement (hereinafter called “ the Agency ”) towards the cost of the project named in the PDS . The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from the bidding for which this prequalification is conducted. |
| 3. Corrupt and Fraudulent Practices | 3.1 | The Agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI. |
| | 3.2 | In further pursuance of this policy, Applicants shall permit and shall cause its agents to permit the Agency to inspect all accounts, records and other documents relating to the submission of the Application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Agency. |
| 4. Eligible Applicants | 4.1 | Applicants shall meet the eligibility criteria as per clause 5.1. For the purpose of applying the eligibility criteria listed in this Clause 4 and 5, references to the “Applicant” include all entities involved or intended to be involved with the proposed Works, specialized subcontractors, consultants, manufacturers or suppliers, and the personnel of each, for any part of the contract including related services. |
| | 4.2 | An Applicant may be a firm that is a private entity, a government-owned entity—subject to ITA 5.1 - or a combination of such entities in the form of a 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). Unless specified in the PDS , there is no limit on the number of members in a JV. |
| | 4.3 | A firm may apply for prequalification both individually, and as part of a joint venture, or as a subcontractor. If prequalified, it will not be permitted to bid for the same contract both as an individual firm and |

¹ The Invitation for Prequalification (IFP) provided information for potential bidders to decide whether to participate, including the essential items listed in the Standard Prequalification Document and also any important or specialized prequalification requirements requested to qualify for the prequalification.

as a part of the joint venture. However, a firm may participate as a subcontractor in more than one bid, but only in that capacity. Bids submitted in violation of this procedure will be rejected.

- 4.4 An Applicant may have the nationality of any country, subject to the restrictions pursuant to ITA 5.1. An Applicant shall be deemed to have the nationality of a country if the Applicant is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed specialized subcontractors or suppliers for any part of the Contract including related Services.
- 4.5 Applicants shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the Employer as Engineer for contract implementation of the works that are the subject of this prequalification.
- 4.6 An Applicant that meets any of the conditions listed in ITA 3.1 shall be ineligible to be prequalified, to bid for, awarded an Agency-financed contract or benefit from an Agency-financed contract.
- 4.7 An Applicant shall not be under suspension from bidding by the Employer as the result of the execution of a Bid–Securing Declaration.
- 4.8 An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
5. Eligibility
- 5.1 Firms and individuals may be ineligible if they meet any of the conditions indicated in Section V.

B. Contents of the Prequalification Document

6. Sections of Prequalification Document
- 6.1 This Prequalification Document consists of parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 8.

PART 1 Prequalification Procedures

- Section I. Instructions to Applicants (ITA)
- Section II. Prequalification Data Sheet (PDS)
- Section III. Qualification Criteria and Requirements
- Section IV. Application Forms
- Section V. Eligibility criteria and social and environmental responsibility
- Section VI. Agency Policy – Corrupt and Fraudulent practices

PART 2 Works Requirements

- Section VI. Scope of Works
- 6.2 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 Addenda to the Prequalification Document in accordance with ITA 8. In case of any discrepancies, documents issued directly by the

Employer shall prevail.

- 6.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish with its Application all information or documentation as is required by the Prequalification Document.
7. Clarification of Prequalification Document
- 7.1 A prospective Applicant requiring any clarification of the Prequalification Document shall contact the Employer in writing at the Employer's address indicated 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 the applications. The Employer shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Document directly from the Employer, including a description of the inquiry but without identifying its source. If so indicated 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 Document as a result of a clarification, it shall do so following the procedure under ITA8 and in accordance with the provisions of ITA 17.2.
8. Amendment of Prequalification Document
- 8.1 At any time prior to the deadline for submission of Applications, the Employer may amend the Prequalification Document by issuing an Addendum.
- 8.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all prospective Applicants who have obtained the Prequalification Document from the Employer. The Employer shall promptly publish the Addendum at the Employer's web page identified in the **PDS**.
- 8.3 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 17.2.

C. Preparation of Applications

9. Cost of Applications
- 9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.
10. Language of Application
- 10.1 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.
11. Documents Comprising the Application
- 11.1 The Application shall comprise the following:
- (a) Application Submission Form and the Statement of Integrity duly signed, in accordance with ITA 12.1 and ITA 13.1;
 - (b) documentary evidence establishing the Applicant's eligibility, in accordance with ITA 13.1;
 - (c) documentary evidence establishing the Applicant's

qualifications, in accordance with ITA 14; and

(d) any other document required as specified in the **PDS**.

- 11.2 The Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Application
12. Application Submission Form 12.1 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.
13. Documents Establishing the Eligibility of the Applicant 13.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete and sign the Statement of Integrity, Eligibility and Social and Environmental Responsibility as provided in Section IV (Application Forms) without any alteration to its format and furnish supporting documentation as specified in Forms ELI 1.1 and ELI 1.2.
14. Documents Establishing the Qualifications of the Applicant 14.1 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 Information Sheets included in Section IV, Application Forms.
15. Signing of the Application and Number of Copies 15.1 The Applicant shall prepare one original of the documents comprising the Application as described in ITA 11 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.
- 15.2 The Applicant shall submit copies of the signed original Application, in the number specified in the **PDS**, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

D. Submission of Applications

16. Sealing and Identification of Applications 16.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:
- (a) bear the name and address of the Applicant;
- (b) be addressed to the Employer, in accordance with ITA 17.1; and
- (c) bear the specific identification of this prequalification process indicated in the PDS 1.1.
- 16.2 The Employer will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above.

17. Deadline for Submission of Applications
- 17.1 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 indicated in the **PDS**. When so specified in the **PDS**, Applicants have the option of submitting their Applications electronically, in accordance with electronic application submission procedures specified in the **PDS**.
- 17.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with ITA 8, 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.
18. Late Applications
- 18.1 The Employer reserves the right to accept applications received after the deadline for submission of applications, unless otherwise specified in the **PDS**.
19. Opening of Applications
- 19.1 The Employer shall open all Applications at the date, time and place specified in the **PDS**. Late Applications shall be treated in accordance with ITA 18.1.
- 19.2 Applications submitted electronically (if permitted pursuant to ITA 17.1) shall be opened in accordance with the procedures specified in the **PDS**.
- 19.3 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.
- E. Procedures for Evaluation of Applications**
20. Confidentiality
- 20.1 Information relating to the Applications, their evaluation 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 28.
- 20.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA 28, any Applicant that wishes to contact the Employer on any matter related to the prequalification process (except as specified in 20.1 above), may do so only in writing.
21. Clarification of Applications
- 21.1 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.
- 21.2 If an Applicant does not provide clarifications and/or documents 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.
22. Responsiveness of Applications
- 22.1 The Employer may reject any Application which is not responsive to the requirements of the Prequalification Document.
23. Domestic Bidder Price Preference
- 23.1 Unless otherwise specified in the **PDS**, a margin of preference for domestic bidders shall not apply in the bidding process resulting from this prequalification.

24. Subcontractors
- 24.1 Unless otherwise stated in the **PDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
- 24.2 The Employer may decide to permit subcontracting for certain specialized works as indicated in Section III 4.2, Experience. The Employer may do so at its own initiative or at the request of the Applicants during the prequalification process (if justified). When subcontracting is permitted by the Employer, the specialized subcontractors experience shall be considered for evaluation. Section III describes the qualification criteria for subcontractors.

F. Evaluation of Applications and Prequalification of Applicants

25. Evaluation of Applications
- 25.1 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 from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the contract.
- 25.2 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. Moreover, unless ITA 24.2 applies for specialized works, the Applicant on its own without taking into account the qualification and experience of subcontractors should meet the prequalification criteria.
- 25.3 In case of multiple contracts, Applicants should indicate in their Applications the individual 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 appropriate aggregate requirements. The Qualification Criteria and Requirements are mentioned in Section III.
26. Employer's Right to Accept or Reject Applications
- 26.1 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 the Applicants.
27. Prequalification of Applicants
- 27.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Employer.
- 27.2 An Applicant may be "conditionally prequalified," that is, qualified subject to the Applicant submitting or correcting certain specified nonmaterial documents or deficiencies to the satisfaction of the Employer.
- 27.3 Applicants that are conditionally prequalified will be so informed along with the statement of the condition(s) which must be met to the satisfaction of the Employer before or at the time of submitting their bids.

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| 28. Notification of Prequalification | 28.1 The Employer shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately. |
| | 28.2 Applicants that have not been prequalified may write to the Employer to request, in writing, the grounds on which they were disqualified. |
| 29. Invitation for Bids | 29.1 Promptly after the notification of the results of the prequalification, the Employer shall invite bids from all the Applicants that have been prequalified or conditionally prequalified. |
| | 29.2 Bidders may be required to provide a Bid Security or a Bid-Securing Declaration 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 as specified in the Bidding Documents. |
| 30. Changes in Qualifications of Applicants | 30.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 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 the written approval of the Employer prior to the deadline for submission of bids. Such approval shall be denied if |
| | (i) 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 |
| | (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids. |

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BANGALORE METRO RAIL CORPORATION LIMITED

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Bidding Documents For

**SUPPLY OF 150 Nos. OF STANDARD GAUGE INTERMEDIATE CARS AS PER
REQUIREMENTS OF BMRCL COMPATIBLE WITH AND SUITABLE FOR
INTEGRATION WITH EXISTING TRAINS OF BANGALORE METRO RAIL PROJECT
PHASE-I PROCURED UNDER CONTRACT No. 2 RS-DM**

**SECTION II: PREQUALIFICATION DATA SHEET
(PDS)**

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Section II: Prequalification Data Sheet (PDS)

| ITA Clause Reference | Description |
|----------------------|--|
| A. General | |
| ITA 1.1 | <p>The identification of the Invitation for Prequalification is: BMRCL Bid No.3 RS-DM</p> <p>The Employer is: The Managing Director Bangalore Metro Rail Corporation Limited III Floor, BMTC Complex K H Road, Shanthinagar Bangalore-560 027 Karnataka, India Ph: 080-22969300, 22969301, Fax: 22969222 E-mail: bmrcl@dataone.in</p> <p>The Contract comprising the ICB is: Supply of 150 Nos. Standard gauge Intermediate cars as per requirements of BMRCL Compatible with and Suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under Contract no. 2RS-DM.</p> <p>ICB name and number are: Supply of 150 Nos. Standard gauge Intermediate cars as per requirements of BMRCL Compatible with and Suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under Contract no. 2RS-DM.</p> <p>ICB No. :-BMRCL Bid No. 3 RS-DM</p> |
| ITA 2.1 | The name of the Project is: Bangalore Metro Rail Project Phase-II. |
| ITA 4.2 | <p>In addition to ITA Sub-Clause 4.2, the following is added; Maximum number of members in the Joint Venture (JV) or consortium shall be four (4). The Lead member's percentage of financial participation must be at least 30% and in respect of other members of the group (consortium/JV), it shall be decided by the JV or Consortium.</p> |
| ITA 4.3 | <p>In addition to ITA Sub-Clause 4.3, the following is added; A Group comprising a Joint Venture, Partnership or Consortium may apply for Prequalification. In case of the applications from groups, a statement of participation for each constituent member shall be submitted to the effect that they are bonafide members of the group applying for Prequalification and that, in the event of Qualification, they agree to be jointly and severally liable to the Employer under the contract which may be subsequently awarded to the group. Details of the existing or proposed Joint Venture, Partnership or Consortium Agreement in the form of a Memorandum of Understanding (MOU) signed by all participants will be submitted with the prequalification application which shall also include the following.</p> |

| ITA Clause Reference | Description |
|--|---|
| | i) An undertaking that in the event of qualification and award of the work, they agree to be jointly and severally liable to the Employer under the Contract. ii) Nomination of one of the members as the Lead member, having the written authorization of other members. The Lead member's percentage of financial participation must be at least 30% and in respect of other members of the group (consortium/JV) it shall be decided by the JV or Consortium. iii) Proposed Financial participation of each member of the Group (Consortium/JV) for the proposed work. iv) Area of specialization/responsibility of each member for the proposed work. v) The Leader shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all members of the joint venture/consortium. |
| <p>ITA 5.1</p> | <p>Replace ITA Sub-Clause 5.1,with the provisions as below: Firms and individual shall be ineligible if they meet any of the conditions indicated in Section V: clause -2.</p> |
| <p>B. Contents of the Prequalification Document</p> | |
| <p>ITA 6.1</p> | <p>Replace provisions of ITA 6.1 with the following: The Bidding Documents consists of Part 1A, Part 1, Part 2, Part 3 and Part4which comprises all the sections indicated below, and which should be read in conjunction with any Clarifications and Amendment issued in accordance with ITA 8.</p> <p>PART 1A: Prequalification Procedures Section I: Instructions to Applicants (ITA) Section II: Prequalification Data Sheet (PDS) Section III: Qualification Criteria and Requirements Section IV: Application Forms Section V: Eligibility Criteria and Social and Environmental Responsibility Section VI: Agency Policy – Corrupt and Fraudulent Practices Section VII: Brief Scope of the Contract for Supply of Train Units Appendix A: Salient features of 3-car train sets supplied by the BRMM consortium under No.2 RS-DM Contract.</p> <p>PART 1: Bidding Procedures Section I : Instructions to Bidders (ITB) Section II : Bid Data Sheet (BDS) Section III : Evaluation and Qualification Criteria Section IV : Bidding Forms</p> <ul style="list-style-type: none"> • Pricing Document • Instructions for completing the Pricing Document <p>Section V : Eligibility Criteria and Social and Environmental Responsibility</p> |

| ITA Clause Reference | Description |
|----------------------|--|
| | <p>Section VI: Agency Policy- Corrupt and Fraudulent Practices.</p> <p>PART 2: Employer's Requirements / Works Requirements</p> <p>Section VII-A: Employer's Requirements – General Specifications Section VII-B: Employer's Requirements– Technical Specifications</p> <p>PART 3: Conditions of Contract and Contract Forms</p> <p>Section VIII: General Conditions Section IX: Particular Conditions Section X: Contract Forms</p> <p>PART 4: Reference Documents</p> <p>Safety, Health and Environmental Manual (SHE Manual).</p> |
| ITA 7.1 | <p>Replace ITA Sub-Clause 7.1, with the provisions as below:</p> <p>For clarification purposes, the Employer's address is:</p> <p>The Managing Director Bangalore Metro Rail Corporation Limited III Floor, BMTC Complex K H Road, Shanthinagar Bangalore-560 027 Karnataka, India Ph: 080-2296 9300, 22969301, Fax: 2296 9222 E-mail: bmrcl@dataone.in</p> <p>Attention: Mr. Jitendra Jha Project Manager (RS) Bangalore Metro Rail Corporation Limited III Floor, BMTC Complex K H Road, Shanthinagar Bangalore-560 027 Karnataka, India Ph: 080-2296 9536 Fax: 080-2296 9222 E-mail: jitendra@bmrc.co.in</p> <p>A prospective Applicant requiring any clarification of the Prequalification Document shall contact the Employer in writing at the Employer's address indicated in the PDS. The Employer will respond in writing to any request for clarification provided that such request is received no later than the date specified in Salient Features of Contract viz Appendix LB-1. The Employer shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Document directly from the Employer, including a description of the inquiry but without identifying its source. Employer may also promptly publish its response at the web page identified in the PDS. Should the Employer deem it</p> |

| ITA Clause Reference | Description |
|---------------------------------------|--|
| | necessary to amend the Prequalification Document as a result of a clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.2. Clarifications asked in writing only will be entertained by the Employer. |
| ITA 8.2 | Employer's web page: www.bmrc.co.in |
| C. Preparation of Applications | |
| ITA 10.1 | <p>Replace ITA Sub-Clause 10.1,with the provisions as below:</p> <p>The Application as well as all correspondence shall be submitted in English only. Language for translation of supporting documents and printed literature is English.</p> <p>If documents are submitted in a language other than English, it shall be accompanied by an authenticated / notarized English translation. In matters of interpretation, English version shall prevail.</p> |
| ITA 11.1(d) | <p>The Applicant shall submit with its Application, the following additional documents:</p> <p>Two sets of prequalification documents shall be issued, out of which, one set of Prequalification Bid documents (including Employer's clarifications on pre bid queries and Addenda, if any) untampered, signed and stamped on right hand bottom corner of each page shall be returned along with the Bid. One copy may be retained by the Applicant.</p> |
| ITA 15.2 | The Bids shall be submitted as specified in BDS clause 22 of Part 1. |
| D. Submission of Applications | |
| ITA 16.1 | <p>Replace ITA Sub-Clause 16.1,with the provisions as below:</p> <p>The Bids shall be submitted as specified in BDS clause 22 of Part 1.</p> |
| ITA 17.1 | <p>Replace ITA Sub-Clause 17.1,with the provisions as below:</p> <p>The Bids submission and the deadline for Bid submission specified in BDS clause 23 of Part 1.</p> |
| ITA 18.1 | <p>Replace ITA Sub-Clause 18.1,with the provisions as below:</p> <p>Late/delayed Applications will not be accepted and returned unopened to the Applicants. BMRCL will not be responsible for any delay in delivery of pre-qualification application by postal/courier authorities.</p> |
| ITA 19.1 | <p>Replace ITA Sub-Clause 19.1,with the provisions as below:</p> <p>The Bids shall be opened as specified in BDS clause 26 of Part 1.</p> |
| ITA 19.2 | <p>Replace ITA Sub-Clause 19.2,with the provisions as below:</p> <p>Further to ITA clause 19.2, the Applicants(s) shall note that submission of electronic Application for prequalification or Bid is not permitted.</p> |
| ITA 19.3 | <p>Replace ITA Sub-Clause 19.3,with the provisions as below:</p> <p>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, if requested by the Applicants.</p> |

| ITA Clause Reference | Description |
|----------------------|---|
| ITA 20.2 | ITA clause 20.2 is deleted. |
| ITA 21.1 | <p>Replace ITA Sub-Clause 21.1,with the provisions as below:</p> <p>In response to the prequalification submission, Applicants shall demonstrate their capabilities, by providing enough documentary evidence on their experience, past performance, their personnel, equipment and financial resources, covering all aspects of the evaluation requirement.</p> <p>Applicants will not on their own provide additional information or material subsequent to the date of submission, and such material if submitted will be disregarded and BMRCL will not entertain any dispute or claim in this behalf. However, BMRCL reserves the right to seek additional information / clarifications / documents as may be required for assessing the capabilities of the Applicant and the applicant is bound to furnish such information.</p> <p>Any request for clarification from the Employer and subsequent clarification obtained from the applicant shall be in writing.</p> |
| ITA 23.1 | Further to ITA Clause 23.1, the applicant shall note that, the margin of preference for domestic bidders shall not apply in the bidding process resulting from this Prequalification. |
| ITA 24.1 | <p>Replace ITA Sub-Clause 24.1,with the provisions as below:</p> <p>The cars shall be provided with Propulsion and Control Systems supplied by M/s Mitsubishi Electric Corporation, Japan identical to the system provided in the existing 3 car train sets(*DMC TC DMC*) of Bangalore Metro Rail Project Phase-I supplied by the BRMM consortium under 'No. 2 RS-DM' Contract.</p> |
| ITA 25.3 | <p>Replace ITA Sub-Clause 25.3,with the provisions as below:</p> <p>This Invitation of Bids is for a Single Contract; hence this clause is not applicable.</p> |
| ITA 27.1 | <p>Replace ITA Sub-clause 27.1, with the provisions as below:</p> <p>The Employer shall determine whether application by the prospective applicant ("Applicant") for prequalification is substantially responsive or not to the requirements of Prequalification documents. A substantially responsive application is one that meets the requirement of "Qualification Criteria and Requirements" specified in Part 1A section III: Qualification Criteria and Requirement without material deviation, reservation or omission.</p> |
| ITA 27.2 | <p>Replace ITA Sub-Clause 27.2,with the provisions as below:</p> <p>Conditional Prequalification is not acceptable.</p> |
| ITA 27.3 | <p>Replace ITA Sub-Clause 27.3,with the provisions as below:</p> <p>Conditional Prequalification is not acceptable.</p> |
| ITA 28.1 | <p>Replace ITA Sub-Clause 28.1,with the provisions as below:</p> <p>This is a single stage 3 cover Bid system, any such notification is at the discretion of the Employer and such notification shall be considered only after signing of the Contract agreement with the successful bidder after opening of Financial Bid Package.</p> |

| ITA Clause Reference | Description |
|----------------------|---|
| ITA 28.2 | <p>Replace ITA Sub-Clause 28.2 with the provisions as below: Any such disclosure is at the discretion of the Employer and such disclosure shall be considered only after Signing of the Contract agreement with the successful bidder after opening of Financial Bid Package.</p> |
| ITA 29 | <p>The heading existing for ITA 29 “Invitation for Bids” is to be replaced as under. ITA 29 “Invitation for Bid”</p> |
| ITA 29.1 | <p>Replace ITA Sub-Clause 29.1,with the provisions as below: Technical Bid Package contained in Envelope-2 of only those Bidders will be opened who meets the Qualification criteria and Requirements.</p> |
| ITA 29.2 | <p>Replace ITA Sub-Clause 29.2,with the provisions as below: Bid Security shall be submitted along with the Bid as specified in clause 20 of Bid Data Sheet Part 1.</p> |
| ITA 30 | <p>Replace ITA Sub-Clause 30, with the provisions as below: This is a Single stage 3-Cover Bidding System, changes in the structure of formation of JV/Consortium is not permitted.</p> |
| ITA 31 | Additional Clauses |
| ITA 31.1 | <p>New PDS Sub-Clause 31.1 is added as below: A firm after purchase of the Bid documents in their name can submit the Bid either as an individual firm or as a joint venture/Consortium.</p> |
| ITA 31.2 | <p>New PDS Sub-Clause 31.2 is added as below: The Bid submission shall accompany the Power of Attorney which empowers the person or persons to sign and submit the application on behalf of the Applicant / on behalf of all constituent members of the group supported with the board resolution.</p> |
| ITA 31.3 | <p>New PDS Sub-Clause 31.3 is added as below: All the members of a group/JV will have their submittals individually evaluated in addition to evaluating their role in the group.</p> |
| ITA 31.4 | <p>New PDS Sub-Clause 31.4 is added as below: The Applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the last ten (10) years ending 31.03.2016. A consistent history of awards against the Applicant or any member of the Joint Venture or Consortium may result in disqualification of the application. Applicants will not be considered for evaluation if they suppress information or make misleading or false representations, statements, attachments to pre-qualification document submitted in proof of the qualification requirements.</p> |
| ITA 31.5 | <p>New PDS Sub-Clause 31.5 is added as below: Any suit or application, arising out of any dispute or difference on account of this bid shall be filed in a competent court at Bangalore, Karnataka only and no other court or</p> |

| ITA Clause Reference | Description |
|----------------------|---|
| | any other district of the country shall have any jurisdiction in the matter. |
| ITA 31.6 | <p>New PDS Sub-Clause 31.6 is added as below:</p> <p>All documents and other information supplied by the Employer or submitted by an Applicant shall remain or become the property of the Employer. Applicants shall treat all information as strictly confidential. Employer will not return any Prequalification submissions. It is to be noted that all information, checks / examinations, comparison, evaluations, opinions and recommendations relating to this Application shall be considered confidential data and shall not be available to other persons who are not officially concerned in the procedure of selection of the successful Bidder.</p> |
| ITA 31.7 | <p>New PDS Sub-Clause 31.7 is added as below:</p> <p>Exchange Rates:</p> <p>Equivalent USD shall be calculated at exchange rates as on the last day of respective financial years. The exchange rate, wherever mentioned, in this prequalification document shall be taken as the "TT Selling rate of exchange" of the currencies at the close of business of the State Bank of India', applicable on the respective date. If that day happens to be a holiday then the "TT selling Rate of exchange" at the close of business of the state Bank of India on the next working day will be considered for conversion of Foreign currency to Indian Rupees.</p> |

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BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL PROJECT – PHASE-II

Bidding Documents For

**SUPPLY OF 150 Nos. OF STANDARD GAUGE INTERMEDIATE CARS AS PER
REQUIREMENTS OF BMRCL COMPATIBLE WITH AND SUITABLE FOR
INTEGRATION WITH EXISTING TRAINS OF BANGALORE METRO RAIL PROJECT
PHASE-I PROCURED UNDER CONTRACT No. 2 RS-DM**

**SECTION III: QUALIFICATION CRITERIA AND
REQUIREMENTS**

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Section III: Qualification Criteria and Requirements

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| Section III. Qualification Criteria and Requirements | | | | | | | |
|---|--|--|--------------------------------|---|------------------------------------|-------------------|---|
| Eligibility and Qualification Criteria | | | Compliance Requirements | | | | Documentation |
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | | All Parties Combined | Each Member | One Member | |
| 1. Eligibility | | | | | | | |
| 1.1 | Nationality | Nationality in accordance with ITA 4.4 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.2 | Conflict of Interest | No conflicts of interest in accordance with ITA 4.5 and ITB 4.2 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Application Submission Form |
| 1.3 | Agency Eligibility | Not being ineligible to the Agency financing, as described in ITB 4.3 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Statement of Integrity |
| 1.4 | Government Owned Entity of the Borrower country | Meet conditions of ITB 4.1 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 2. Historical Contract Non-Performance | | | | | | | |
| 2.1 | History of Non-Performing Contracts | Non-performance of a contract ² did not occur as a result of contractor's default in the past five (5) years ³ | Must meet requirement | Must meet requirement | Must meet requirement ⁴ | N/A | Form CON-2 |

² Non performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers 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.

³ Last five(5) years means the period of last five(5) years counted from 28 days prior to the last date of Prequalification Application submission e.g. if the last date of Prequalification Application is 27/06/15, then last five (5) years would mean from 31/05/2010 to 30/05/2015.

⁴ This requirement also applies to contracts executed by the Applicant as JV member.

| Section III. Qualification Criteria and Requirements | | | | | | | |
|---|--|---|--------------------------------|--|-----------------------|-------------------|----------------------------------|
| Eligibility and Qualification Criteria | | | Compliance Requirements | | | | Documentation |
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | | All Parties Combined | Each Member | One Member | |
| 2.2 | Suspension Based on Execution of Bid Securing Declaration by the Employer | Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 20.9 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Application Submission Form |
| 2.3 | Pending Litigation | Applicant's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON – 2 |
| 3. Financial Situation and Performance | | | | | | | |
| 3.1 | Financial Capabilities | (i) The Applicant shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the Works cash flow requirements estimated as USD 15 Million for the subject contract(s) net of the | Must meet requirement | Must meet requirement ⁵ <i>(In case of JV, percentage of participation shall be taken for calculation for the group)</i> | N/A | N/A | Form FIN – 3.1, with attachments |

⁵In case of a Joint Venture/Consortium, the evaluation will be done in totality after applying pro-rata percentage participation of each member and not as individual member. e.g. if there are two members in a joint venture /consortium with pro-rata percentage participation of A% and B% and the calculated liquidity of the respective members are X and Y, then evaluation for the above criteria will be based on algebraic aggregate based on pro-rata percentage. i.e. AX+BY.

| Section III. Qualification Criteria and Requirements | | | | | | | |
|---|---------|--|-------------------------|--------------------------------------|-----------------------|------------|-------------------------|
| Eligibility and Qualification Criteria | | | Compliance Requirements | | | | Documentation |
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | | All Parties Combined | Each Member | One Member | |
| | | Applicants other commitments. | | | | | |
| | | (ii)The Applicant shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. | Must meet requirement | Must meet requirement | N/A | N/A | |
| | | (iii) 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 5 years shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability. Earnings before tax but after interest shall be positive for at least any two (2) of the last five(5) financial years. | Must meet requirement | N/A | Must meet requirement | N/A | |

| Section III. Qualification Criteria and Requirements | | | | | | | |
|---|--------------------------------|--|-------------------------|--|-------------|------------|-------------------------|
| Eligibility and Qualification Criteria | | | Compliance Requirements | | | | Documentation |
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | | All Parties Combined | Each Member | One Member | |
| | | iv) As the minimum requirement, the Applicant's net worth calculated as the difference between total assets and total liabilities should be positive. The financial year as applicable in the country of origin of the bidders would be considered. The 'last financial year' will be the latest financial year that ended before the date of issue of Invitation for Bids for this tender. | | | | | |
| 3.2 | Average Annual Turnover | Minimum average annual turnover of USD 120 Million from the Rolling Stock works, calculated as total certified payments received for contracts in progress and/or completed within the last 5 years, divided by 5 years. The financial year as applicable in the country of origin of the bidders would be considered. The 'last financial year' will be the latest financial year that ended before the date of issue of Invitation for Bids for this tender. | Must meet requirement | Must meet requirement ⁵ <i>(In case of JV, percentage of participation shall be taken for calculation for the group)</i> | N/A | N/A | Form FIN – 3.2 |

| Section III. Qualification Criteria and Requirements | | | | | | | |
|---|---|--|-------------------------|--------------------------------------|-----------------------|------------|-------------------------|
| Eligibility and Qualification Criteria | | | Compliance Requirements | | | | Documentation |
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | | All Parties Combined | Each Member | One Member | |
| 4. Experience | | | | | | | |
| 4.1 | General Experience | Experience under Works contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least in the last ten (10) years ⁶ . | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP – 4.1 |
| 4.2(a) | Specific Experience (Similar Contracts) | A minimum two(2) similar⁷contracts specified in 4.2(b) below that have been satisfactorily and substantially ⁸ completed as a prime contractor, joint venture member ⁹ management contractor or subcontractor in the last ten (10) years | Must meet requirement | Must meet requirement ¹⁰ | N/A | N/A | Form EXP 4.2(a) |
| 4.2(b) | Specific Experience (Delivery and operation performance) | The Applicant as individual or as a consortium or its members, individually or jointly as member of other consortium have experience in Vehicle Design, Interface, Manufacture, Supply, Testing and Commissioning of minimum 120 Stainless steel cars in Metro | Must meet requirements | Must meet requirements | N/A | N/A | Form EXP 4.2(b) |

⁶Last ten(10) years means the period of last ten(10) years counted from one week prior to the last date of Prequalification Application submission e.g. if the last date of Prequalification Application submission is 27/06/15, then last ten(10) years would mean from 31/05/2005 to 30/05/2015

⁷The Similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in section VII, scope of work

⁸Substantial completion shall be based on 80% or more works completed under the contract

⁹For contracts under which the Applicant participated as a joint venture member or sub-contractor, only the Applicant's share, by value, shall be considered to meet this requirement

¹⁰In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated

| Section III. Qualification Criteria and Requirements | | | | | | | |
|---|----------------|---|--------------------------------|---|--------------------|----------------------|--------------------------------|
| Eligibility and Qualification Criteria | | | Compliance Requirements | | | Documentation | |
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | | All Parties Combined | Each Member | One Member | |
| | | Railway System in one (1) contract in the last ten (10) years, which should have been supplied in at least one country other than the country of manufacture or in India. Out of above 120 cars, 60 cars must be operating satisfactorily against more than one contract in at least one country other than the country of manufacture or in India for the last three (3) years. | | | | | |



BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL PROJECT – PHASE-II

Bidding Documents For

**SUPPLY OF 150 Nos. OF STANDARD GAUGE INTERMEDIATE CARS AS PER
REQUIREMENTS OF BMRCL COMPATIBLE WITH AND SUITABLE FOR
INTEGRATION WITH EXISTING TRAINS OF BANGALORE METRO RAIL PROJECT
PHASE-I PROCURED UNDER CONTRACT No. 2 RS-DM**

SECTION IV: APPLICATION FORMS

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Section IV: Application Forms

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Application Submission Form

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

Ref:

To,
The Managing Director,
Bangalore Metro Rail Corporation,
III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore –560 027.
Karnataka, India.

Reference of the Bid: ICB No. 3 RS-DM

Dear Sir,

Sub: Application for Prequalification for Supply of 150 nos. of standard gauge intermediate cars as per requirements of BMRCL compatible with and suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under contract no. 2 RS-DM

We, the undersigned, apply to be prequalified for the referenced ICB and declare that:

- (a) We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s)..... issued in accordance with Instructions to Applicants (ITA) 8: *[insert the number and issuing date of each addendum]*.
- (b) We have no conflict of interest in accordance with ITA 4.5 and ITB 4.2;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITA 4.7;
- (d) We submit with this Bid a duly executed Bid security as specified in Appendix LB-1 to the Letter of Bid in respect of our obligations under this bid.
- (e) We understand that you may cancel the prequalification 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 prequalification process, without incurring any liability to the Applicants, in accordance with ITA 26.1.

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 or the name of the JV]*

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

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

[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Date: [insert day, month, and year]

To,
The Managing Director,
Bangalore Metro Rail Corporation,
III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore – 560 027.
Karnataka, India.

Sub: Application for Prequalification for Supply of 150 nos. of standard gauge intermediate cars as per requirements of BMRCL compatible with and suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under contract no. 2 RS-DM

Reference of the Bid: ICB No. 3 RS-DM.

1. We recognise and accept that *Agence française de développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our subcontractors. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance.
2. We hereby certify that neither we nor any other member of our joint venture or any of our subcontractors are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) having been convicted, within the past five years by decision of a court decision, which has the force of *res judicata* in the country where the project is implemented, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of a contract¹¹;
 - 2.3) being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) having committed serious professional misconduct within the past five years during the procurement or performance of a contract;
 - 2.5) not having fulfilled our obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country;

¹¹ In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this AFD financed contract.

- 2.6) having been convicted, within the past five years by a court decision, which has the force of res judicata of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of an AFD-financed contract;
 - 2.7) being subject to an exclusion decision of the World Bank since 30 May 2012, and being listed on the website <http://www.worldbank.org/debarr>¹²;
 - 2.8) having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a Contracting Authority's staff involved in the selection procedure or the supervision of the resulting contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another bidder or being under common control with another bidder, or receiving from or granting subsidies directly or indirectly to another bidder, having the same legal representative as another bidder, maintaining direct or indirect contacts with another bidder which allows us to have or give access to information contained in the respective bids, influencing them or influencing decisions of the Contracting Authority;
 - 3.4) being engaged in a consultancy activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5) in the case of a works or goods procurement procedure:
 - i. having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation that are subject of the bid;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this contract;
4. If we are a government-owned entity, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of procurement and performance of the contract:

¹²In the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this AFD-financed contract.

- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit.
 - 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit.
 - 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies, (ii) any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a public officer by the national laws of the Contracting Authority, an undue advantage of any kind, for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.
 - 6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any private person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another person or entity for such private person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
 - 6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings.
 - 6.6) Neither we nor any of the members of our joint venture or any of our subcontractors shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France.
 - 6.7) We commit ourselves to comply with and ensure that all of our subcontractors comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties,. Moreover, we shall implement environmental and social risks mitigation measures such as specified in the environmental and social management plan or, if appropriate, in the environmental and social impact assessment notice provided by the Contracting Authority.
7. We, as well as members of our joint venture and our subcontractors authorise AFD to inspect accounts, records and other documents relating to the procurement and performance of the Contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of _____

Signature: _____

Duly empowered to sign the bid in the name and on behalf of¹³ _____

¹³ *In case of joint venture, insert the name of the joint venture. The person who will sign the bid on behalf of the bidder shall attach a power of attorney from the bidder.*

Form ELI-1.1: Applicant Information Form

Date: _____

Page _____ of _____ pages

ICB No. 3RS-DM

Prequalification for Supply of 150 nos. of standard gauge intermediate cars as per requirements of BMRCL compatible with and suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under contract no. 2 RS-DM.

| |
|--|
| Applicant's name <i>[insert full name]</i> |
| In case of Joint Venture (JV), name of each member: <i>[insert full name of each member in JV]</i> |
| Applicant's actual or intended country of registration: <i>[indicate country of Constitution]</i> |
| Applicant's actual or intended year of incorporation: <i>[indicate year of Constitution]</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>[indicate 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 documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITA 5.1 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Applicant is not dependent agency of the Employer <input type="checkbox"/> Power of Attorney supported with Board Resolution. |
| 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form ELI-1.2: Applicant's JV Information Form

[The following table shall be filled by each member of a Joint Venture and, if applicable, by any specialized subcontractor]

Date: _____

Page _____ of _____ pages

ICB No. 3 RS-DM

Prequalification for Supply of 150 nos. of standard gauge intermediate cars as per requirements of BMRCL compatible with and suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under contract no. 2 RS-DM.

| |
|--|
| Applicant name: <i>[insert full name]</i> |
| Applicant's JV Member's name: <i>[insert full name of Applicant's JV Member]</i> |
| Applicant's JV Member's country of registration: <i>[indicate country of registration]</i> |
| Applicant JV Member's year of constitution: <i>[indicate year of constitution]</i> |
| Applicant JV Member's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i> |
| Applicant JV Member'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>[indicate e-mail address]</i> |
| 1. Attached are copies of original documents of <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITA 5.1. <input type="checkbox"/> Power of Attorney supported with Board Resolution. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form CON-2: Historical Contract Non-Performance, Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*

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

ICB No. 3RS-DM

Prequalification for Supply of 150 nos. of Standard gauge intermediate cars as per requirements of BMRCL compatible with and suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under contract no. 2 RS-DM.

| Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements | | | |
|---|---------------------------------------|---|--|
| <input type="checkbox"/> Contract non-performance did not occur in the past ten (10) years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1. | | | |
| <input type="checkbox"/> Contract(s) not performed in the past ten (10) years specified in Section III, Qualification Criteria and Requirements, requirement 2.1 | | | |
| Year | Non-performed portion of contract | Contract Identification | Total Contract Amount (current value, currency, exchange rate and US\$ 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> |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| <input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3. | | | |
| <input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| Year of dispute | Amount in dispute (currency) | Contract Identification | Total Contract Amount (currency), USD Equivalent (exchange rate) |
|------------------------|-------------------------------------|---|---|
| <i>[insert year]</i> | <i>[insert amount]</i> | <p>Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i></p> <p>Name of Employer: <i>[insert full name]</i></p> <p>Address of Employer: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i></p> <p>Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p> | <i>[insert amount]</i> |

Form FIN-3.1: Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

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

Joint Venture Member Name: *[insert full name]*

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

ICB No. 3RS-DM

Prequalification for Supply of 150 nos. of standard gauge intermediate cars as per requirements of BMRCL compatible with and suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under contract no. 2 RS-DM.

1. Financial data

| Type of Financial information in (currency) | Historic information for previous 5 years, <i>[five years]</i> (amount in currency, currency, exchange rate, USD equivalent) | | | | |
|--|--|--------|--------|--------|--------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

2. Sources of Finance

[The following table shall be filled in for the Applicant and all parties combined in case of a Joint Venture]

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

| No. | Source of finance | Amount (USD equivalent) |
|-----|-------------------|-------------------------|
| | | |
| | | |
| | | |
| | | |

3. Financial documents

The Applicant and its parties shall provide copies of financial statements for the last 5 years pursuant 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 JV member, and not an affiliated entity (such as parent company or subsidiary).
- (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.

Attached are copies of financial statements¹⁴ for the *[number]* years required above; and complying with the requirements

¹⁴ If the most recent set of financial statements for the (number) years required above, and complying with the requirements

Form FIN-3.2: Average Annual Turnover

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

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

Joint Venture Member Name: *[insert full name]*

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

ICB No. 3RS-DM

Prequalification for Supply of 150 nos. of standard gauge intermediate cars as per requirements of BMRCL compatible with and suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under contract no. 2 RS-DM.

| Annual turnover data (Design, Supply, installation, Testing and commissioning only) | | | | | |
|---|--|---------------------------|------------------------------------|--------------------|--|
| Year | Amount and Currency | Exchange rate** | USD equivalent Col (B) X Col(C) | Multiplying factor | Annual Turnover after escalation Col (D) X Col(E) |
| (A) | (B) | (C) | (D) | (E) | (F) |
| Year 1 | <i>[insert amount and indicate currency]</i> | | | 1.0824 | |
| Year 2 | | | | 1.0612 | |
| Year 3 | | | | 1.0404 | |
| Year 4 | | | | 1.02 | |
| Year 5 | | | | 1.00 | |
| | | Average Annual Turnover * | | | |

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

** Equivalent USD shall be calculated at exchange rates as on the last day of respective financial years. The exchange rate, shall be taken as the 'TT Selling Rate of Exchange of the currencies at the close of business of the State Bank of India', applicable on the respective date.

Form FIN-3.3 Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|-------------------------------------|-------------------------|---|--|--|--|
| No. | Name of Contract | Employer's Contact Address, Tel, Fax | Value of Outstanding Work [Current US\$ Equivalent] | Estimated Completion Date | Average Monthly Invoicing Over Last Six Months [US\$/month] |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

Form EXP-4.1: General Experience

[The following table shall be filled in for the Applicant and in the case of a JV Applicant, each Member]

Applicant's Name: *[insert full name]*

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

Joint Venture Member Name: *[insert full name]*

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

ICB No. 3RS-DM

Prequalification for Supply of 150 nos. of standard gauge intermediate cars as per requirements of BMRCL compatible with and suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under contract no. 2 RS-DM.

[Identify contracts that demonstrate continuous work over the past ten years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]

| Starting Year | Ending Year | Contract Identification | Role of Applicant |
|------------------------|------------------------|--|---|
| <i>[indicate year]</i> | <i>[indicate year]</i> | Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> | <i>[insert "Prime Contractor" or "JV Member" or "Subcontractor" or "Management Contractor"]</i> |
| | | Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> | <i>[insert "Prime Contractor" or "JV Member" or "Subcontractor" or "Management Contractor"]</i> |

| Starting Year | Ending Year | Contract Identification | Role of Applicant |
|---------------|-------------|---|--|
| | | <p>Contract name: <i>[insert full name]</i></p> <p>Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i></p> <p>Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent]</i></p> <p>Name of Employer: <i>[indicate full name]</i></p> <p>Address: <i>[indicate street/number/town or city/country]</i></p> | <p><i>[insert "Prime Contractor" or "JV Member" or "Subcontractor" or "Management Contractor"]</i></p> |

Form EXP-4.2 (a): Specific Experience

[The following table shall be filled in for contracts performed during the last ten years by the Applicant or each member of a Joint Venture, for each contract separately]

Applicant's Name: *[insert full name]*

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

Joint Venture Member's Name: *[insert full name]*

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

ICB No. 3RS-DM

Prequalification for Supply of 150 nos. of standard gauge intermediate cars as per requirements of BMRCL compatible with and suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under contract no. 2 RS-DM.

| | | | | |
|--|--|---|---|--|
| Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i> | Information | | | |
| Contract Identification | <i>[insert contract name and number, if applicable]</i> | | | |
| Award date | <i>[insert day, month, year, i.e., 15 June, 2015]</i> | | | |
| Completion date | <i>[insert day, month, year, i.e., 03 October, 2017]</i> | | | |
| Role in Contract <i>[check the appropriate box]</i> | Prime Contractor <input type="checkbox"/> | Member in JV <input type="checkbox"/> | Management Contractor <input type="checkbox"/> | Sub-contractor <input type="checkbox"/> |
| Total Contract Amount | <i>[insert total contract amount in local currency]</i> | | US\$ <i>[insert Exchange rate and total contract amount in US\$ equivalent]</i> | |
| If member in a JV or subcontractor, specify participation in total Contract amount | <i>[insert a percentage amount]</i> | <i>[insert total contract amount in local currency]</i> | <i>[insert exchange rate and total contract amount in US\$ equivalent]</i> | |
| Employer's Name: | <i>[insert full name]</i> | | | |
| Address: | <i>[indicate street / number / town or city / country]</i> | | | |
| Telephone/fax number | <i>[insert telephone/fax numbers, including country and city area codes]</i> | | | |
| E-mail: | <i>[insert e-mail address, if available]</i> | | | |

**Form EXP-4.2 (a) (cont.)
Specific Experience (cont.)**

| Similar Contract No. | Information |
|--|---|
| <i>[insert number] of [insert number of similar contracts required]</i> | |
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III: | |
| 1. Amount | <i>[insert amount in local currency, exchange rate, US\$ in words and in Figures]</i> |
| 2. Physical size of required works items (number of cars) | <i>[insert physical size of items]</i> |
| 3. Complexity | <i>[insert description of complexity]</i> |
| 4. Methods/Technology | <i>[insert specific aspects of the methods/technology involved in the contract]</i> |
| 5. Complete (supply,, installation & testing) rate for key activities | <i>[insert rates and items]</i> |
| 6. Other Characteristics | <i>[insert other characteristics as described in Section VII, Scope of Works]</i> |

Form EXP-4.2 (b): Experience in Key Activities

Applicant's Name: *[insert full name]*

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

Applicant's JV Member's Name: *[insert full name]*

Subcontractor's Name¹⁵ (as per ITA24.2): *[insert full name]*

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

ICB No. 3RS-DM

Prequalification for Supply of 150 nos. of standard gauge intermediate cars as per requirements of BMRCL compatible with and suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under contract no. 2 RS-DM.

1. Key Activity No. One: *[insert brief description of the Activity, emphasizing its specificity]*

Scope of work of the Applicant: *[insert brief description of the Activity, like Design/Supply/Installation/Testing/Commissioning specifically]*

| Item / Description | Information | | | | |
|--|---|--|---|---|--------|
| Contract Identification | <i>[insert contract name and number, if applicable]</i> | | | | |
| Award date | <i>[insert day, month, year, i.e., 15 June, 2015]</i> | | | | |
| Completion date | <i>[insert day, month, year, i.e., 03 October, 2017]</i> | | | | |
| Role in Contract <i>[check the appropriate box]</i> | Prime Contractor <input type="checkbox"/> | Member in JV <input type="checkbox"/> | Management Contractor <input type="checkbox"/> | Sub-Contractor <input type="checkbox"/> | |
| Total Contract Amount | <i>[insert total contract amount in contract currency(ies)]</i> | | | US\$ <i>[insert exchange rate and total contract amount in US\$ equivalent]</i> | |
| Scope of the work | Car Body <input type="checkbox"/> | Bogie <input type="checkbox"/> | Propulsion System <input type="checkbox"/> | Testing and commissioning <input type="checkbox"/> | Others |

¹⁵ *if applicable*

| Item / Description | Information | | |
|---|--|----------------------------------|---|
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year <i>[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]</i> | Total quantity in the contract (i) | Percentage participation (ii) | Actual Quantity Performed (i) x (ii) |
| Year 1 | | | |
| Year 2..... | | | |
| Year 10 | | | |
| Origin of manufacture | | | |
| Country of Supply | | | |
| Date of start of Revenue Service | | | |
| etc.; during the last ten years as specified in Section III | | | |
| Employer's Name: | <i>[insert full name]</i> | | |
| Address: | <i>[indicate street / number / town or city / country]</i> | | |
| Telephone/fax number | <i>[insert telephone/fax numbers, including country and city area codes]</i> | | |
| E-mail: | <i>[insert e-mail address, if available]</i> | | |
| Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III: | | | |
| | <i>[insert response to inquiry indicated in left column]</i> | | |
| | | | |
| | | | |
| | | | |

2. Key Activity No. Two

3. Key Activity No. Three

Note: This Form EXP-4.2 (b) shall be submitted for each contract separately



BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL PROJECT – PHASE-II

Bidding Documents For

SUPPLY OF 150 Nos. OF STANDARD GAUGE INTERMEDIATE CARS AS PER REQUIREMENTS OF BMRCL COMPATIBLE WITH AND SUITABLE FOR INTEGRATION WITH EXISTING TRAINS OF BANGALORE METRO RAIL PROJECT PHASE-I PROCURED UNDER CONTRACT No. 2 RS-DM

SECTION V: ELIGIBILITY CRITERIA AND SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

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Section V

Eligibility Criteria and Social and Environmental Responsibility

Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods and services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, provider or subcontractors, inputs or resources used in the implementation processes.
2. Natural or legal persons (including all members of a joint venture or any of their subcontractors) shall not be awarded an AFD-financed contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they:
 - i) are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - ii) have been convicted within the past five years by court decision, which has the force of *res judicata* in the country where the project is implemented, of fraud or corruption or any other offence committed during the procurement or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this conviction is not relevant in the context of this AFD-financed project;
 - iii) are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight against terrorist financing or threat to international peace and security;
 - iv) have committed serious professional misconduct within the past five years during the procurement or performance of a contract, as evidenced by any means by the Employer;
 - v) have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of the country where they are established or the Employer's country;
 - vi) have been convicted within the past five years by court decision, which has the force of *res judicata* of fraud or corruption or any other offence committed in the context of an AFD-financed contract procurement or performance ;
 - vii) Are subject to an exclusion decision of the World Bank, since 30 May 2012, and are listed on the website <http://www.worldbank.org/debar>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this exclusion is not relevant in the context of this AFD-financed project
 - viii) have committed misrepresentation in documentation requested by the Employer as part of the contract procurement procedure;
3. Bidders that are Government-owned enterprises or institutions may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law. To be eligible, a government-owned enterprise or institution shall establish to the Agency's satisfaction, through all relevant documents, including its Charter and other information the Agency may request,

that it: (i) is a legal entity separate from their government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their government can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

4. In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:
 - i) comply with and ensure that all their subcontractors comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
 - ii) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or in the environmental and social impact notice issued by the Employer.



BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL PROJECT – PHASE-II

Bidding Documents For

SUPPLY OF 150 Nos. OF STANDARD GAUGE INTERMEDIATE CARS AS PER REQUIREMENTS OF BMRCL COMPATIBLE WITH AND SUITABLE FOR INTEGRATION WITH EXISTING TRAINS OF BANGALORE METRO RAIL PROJECT PHASE-I PROCURED UNDER CONTRACT No. 2 RS-DM

SECTION VI: AGENCY POLICY – CORRUPT AND FRAUDULENT PRACTICES

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Section VI

Agency Policy - Corrupt and Fraudulent Practices

The Employer, the Implementing Agency and the contractors, suppliers or consultants must observe the highest standard of ethics during contract procurement and performance.

By signing the Statement of Integrity (form available as Appendix to Application Form) the contractor, supplier or consultant declares that:

- (i) *"it did not engage in any practice likely to influence the contract award process to the Employer's detriment, and that it did not and will not get involved in any anti-competitive practice"*, and that
- (ii) *"the negotiation, the procurement and the performance of the contract did not and shall not give rise to any act of corruption or fraud"*.

Moreover, the Agency requires including in the Bidding Documents and Agency-financed contracts a provision requiring that bidders and contractors, suppliers and consultants will permit the Agency to inspect their accounts and records relating to the procurement and performance of the Agency-financed contract, and to have them audited by auditors appointed by the Agency.

The Agency reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- reject a proposal for a contract award if it is established that during the selection process the bidder that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- declare misprocurement when it is established that, at any time, the Employer, the contractor, the supplier, the consultant or its representatives have engaged in acts of corruption, fraud or anti-competitive practices during the contract procurement or performance without the Employer having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices.

The Agency defines, for the purposes of this provision, the terms set forth below as follows:

- (a) Corruption of a public officer means:
 - the act of promising, offering or giving to a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity; or
 - the act by which a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.
- (b) A "public officer" shall be construed as meaning:
 - any person who holds a legislative, executive, administrative or judicial mandate (within the State of the Employer) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
 - any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;

- any other person defined as a public officer by the national laws of the Employer.
- (c) Corruption of a private person means:
- the act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
 - the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- (d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- (e) Anti-competitive practices means:
- any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they
 - (i) limit access to the marketplace or free exercise of competition by other undertakings,
 - (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases,
 - (iii) restrict or control production, markets, investments or technical progress; or
 - (iv) divide up market shares or sources of supply.
 - any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.
 - any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.



BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL PROJECT – PHASE-II

Bidding Documents For

SUPPLY OF 150 Nos. OF STANDARD GAUGE INTERMEDIATE CARS AS PER REQUIREMENTS OF BMRCL COMPATIBLE WITH AND SUITABLE FOR INTEGRATION WITH EXISTING TRAINS OF BANGALORE METRO RAIL PROJECT PHASE-I PROCURED UNDER CONTRACT No. 2 RS-DM

SECTION VII: BRIEF SCOPE OF THE CONTRACT FOR SUPPLY OF TRAIN UNITS

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Section VII

Brief Scope of the Contract for Supply of Train Units

1. Description

- 1.1. Bangalore Metro Rail Corporation Ltd (BMRCL) is proceeding with the implementation of Phase-II of the Mass Rapid Transport System (MRTS) for Bangalore. The sanctioned Detailed Project Report (DPR) of Phase-II also envisages extension of existing two corridors viz. East-West and North-South Corridors comprising of Elevated sections. The East-west Corridor is extended from Mysore Road terminal to Kengeri upto 7.533 km in West end and from Baiyappanahalli to ITPL-Whitefield upto 15.656 km in East end. Similarly North-South Corridor is extended from Nagasandra to Bangalore International Exhibition Centre (BIEC) upto 3.124 km in North side and Puttenahalli Cross to Anjanapura Township (Up to NICE Road) upto 6.057 km in South side. The table below shows likely route length of each elevated corridor :-

Table-A

| Sl. No. | Corridor/Section | Number of Stations | Length (Km) |
|----------|--|--------------------|--------------|
| A | Extension of Phase- 1 lines (Elevated) | | |
| 1. | Baiyappanahalli to ITPL Whitefield – Elevated – (East Extension of Reach-1) | 13 | 15.656 |
| 2. | Mysore Road to Kengeri Terminal – Elevated – (West Extension of Reach-2) | 6 | 7.533 |
| 3. | Nagasandra to Bangalore International Exhibition Centre (BIEC) on Tumkur Road – Elevated (North Extension of Reach-3B) | 3 | 3.124 |
| 4. | Puttenahalli to Anjanapura Township (NICE Road) – Elevated (South Extension of Reach-4A) | 5 | 6.057 |
| | Total (A) | 27 | 32.37 |

- 1.2. To meet the increased passenger load on account of extension of East-West and North-South Corridors, the Detailed Project Report (DPR) provides for conversion of 50 Nos. of 3-Car Train sets (*DMC TC DMC*) to 6-car train sets (*DMC TC MC + MC TC DMC*) by inserting intermediate Car units, each unit comprising of 2MC & 1TC (MC + MC TC). The intermediate cars unit shall be compatible with and suitable for integration with the existing Trains of Bangalore Metro Rail Project Phase-1 procured under contract No. 2 RS-DM supplied by BRMM Consortium. Following types of cars and configuration shall be adapted:

DMC : Driving Motor Cars

TC : Trailer Cars

MC : Motor Cars

The Rake formation shall be as under:-

Existing 3 car unit formation : *DMC—TC—DMC*

Proposed 3 Car unit formation : MC+MC TC

6 Car Train Formation : *DMC—TC—MC+MC—TC—DMC*

Where:

- * Automatic couplers having mechanical and pneumatic coupling
 - + Automatic couplers having mechanical, electrical and pneumatic coupling.
- Semi-Permanent couplers.

1.2.1. **Couplers:**

The Coupling arrangement in the proposed three car unit formation shall be as under:-

- 1.2.1.1. The outer end of each three car unit shall be fitted with semi-permanent couplers.
 - 1.2.1.2. The two motor cars of three car units shall be fitted with automatic coupler having mechanical, electrical and pneumatic coupling.
 - 1.2.1.3. Semi-permanent coupler shall be provided between motor car and trailer car of the same unit.
- 1.3. The scope of the contract for the supply of Train Units shall also includes Design, Manufacture, Transportation to depot, Testing (including integrated testing) and Commissioning of 150 nos. of standard Gauge intermediate Cars as specified in Employer's Requirements: General Specifications and Employer's Requirements: Technical Specifications, which are incidental but integral part of this supply of Train sets. Training on the operations of the train sets as specified in the General Specifications shall also be incidental and shall form as an integral part of this supply contract. The intermediate Train Units (50 units, each unit consisting of MC + MC TC) to be supplied under the Contract are to convert existing 3-Car Train sets (*DMC TC DMC*) into 6-Car Train sets (*DMC TC MC + MC TC DMC*) by inserting the unit. It also includes supply of consumable spares, training, operation & maintenance manual. Design, Testing and Commissioning is incidental to supply of cars. The cars required for the corridors shall be compatible with and suitable for integration with the existing Trains of Bangalore Metro Rail Project Phase-I procured under contract No. 2 RS-DM supplied by BRMM Consortium. The cars required for the corridors shall be of modern design, lightweight made of stainless steel body, with 3 phase AC drive having VVVF control, regenerative braking and suitable for ATP, ATC, ATO provided by the other designated contractor. The cars for underground/Elevated & At-Grade Corridors shall operate on 750 V D.C, third Rail bottom collector system. The cars shall be provided with Propulsion and Control Systems supplied by M/s Mitsubishi Electric Corporation, Japan identical to the system provided in the existing 3 car train set (DMC+TC+DMC) of East- West and North –South Corridor of Phase-I (supplied under 'No.2 RS-DM' Contract). The suppliers of other Major sub-systems are detailed in Employer's Requirement - General Specifications and Technical Specifications.
- 1.4. Maximum number of ' MC+MC TC 'units that can be manufactured in the offshore factory outside India is 1 (MC+MC—TC—) unit i.e. total 3 cars. Remaining 49 units (147 cars) shall be manufactured in India. For this, an essential condition for complying with the Bid is that contractor shall establish facilities either independently or with an Indian Partner/Associate for local manufacture of cars in India. In case local manufacture is undertaken in the facilities of the local partner, quality control (total) and testing at works shall be the responsibility of member of consortium based on whose credential the bidder has qualified for this bid. The bidder shall submit detail proposal indicating details of Indian partner, the place of manufacture in India, work schedule etc. in the bid. Bidder may refer to

Chapter-1 of Employer's Requirement – General Specifications for the details.

- 1.5. To facilitate ease of maintenance and ease availability of spares, BMRCL is keen in standardization and expect contractor to make effort to source maximum number of equipment and material from India. The Sub-systems indigenized shall match with the design and performance requirement with the Sub-system of original 3 car train set to facilitate compatibility and suitable integration. BMRCL has identified items as given in Table-1 below, which can be indigenized and sourced from India to meet the required performance requirements and quality standards.

Table-1

| SI No. | Description of Items |
|---------------|--|
| 1 | CCD (Current Collector Device) |
| 2 | Battery Set with Box |
| 3 | Saloon Air Conditioner |
| 4 | Luminaries and Lamps |
| 5 | All types of Glasses |
| 6 | Axle taper roller bearing complete with axle box, housing and cover. |
| 7 | Application & release valve, relay valve, isolating cocks, safety valves and check valves. |
| 8 | Electrical panels / Cab panels. |
| 9 | Semi-Permanent coupler |
| 10 | Consumables: Lubricant, sealant oil and grease etc. |
| 11 | DC-DC Converter |

- 1.6. The contractor shall carry out Integrated testing and commissioning of cars on the section in co-ordination with other Designated Contractors, under supervision of Engineer. He shall carry out all the statutory tests and trials on cars necessary for obtaining sanction of competent/statutory Authorities for opening the system for public carriage of passengers and provide assistance and information as required by the Appropriate Statutory authority in India.
- 1.7. The Intermediate cars shall be compatible with and suitable for integration with the original 3 car trains supplied by M/s BRMM consortium. For the understanding and appreciation of the bidder, Salient features of the original 3 car Trains supplied in Phase-1 is attached as **Appendix-A** to this Section-Scope of Work.

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