



BID Document (Including Draft MCMA)

Manufacturing cum Maintenance of 200 Next Generation Intercity Trains including upgradation of the Government Manufacturing Unit & Maintenance Depots

AMLAN N TIRKEY Digitally signed by AMLAN TIRKEY Date: 2026.06.24 15:45:04 +05'30'	ANIL KUMAR PANJIYA R Digitally signed by ANIL KUMAR PANJIYA Date: 2026.06.24 15:42:23 +05'30'	SUDAM RADHU SHELKE Digitally signed by SUDAM RADHU SHELKE Date: 2026.06.24 12:11:29 +05'30'	S SELVAL AKSHMI Digitally signed by S SELVALAKSHMI Date: 2026.06.24 13:09:39 +05'30'
CAO/ICF	PCEE	CMM/Elec	FA&CAO/P&S

BID DOCUMENT

NOTIFICATION FOR INVITATION OF TENDER **(NIT)**

GOVERNMENT OF INDIA (BHARAT SARKAR)

MINISTRY OF RAILWAYS (RAIL MANTRALAYA)

INTEGRAL COACH FACTORY, CHENNAI : 600038

Email: pcmm-icf@icf.railnet.gov.in

Electronic bid invitation for “Manufacturing cum Maintenance of Next Generation Intercity Trains including upgradation of the Government Manufacturing Unit & Maintenance Depots”.form

E-Open advertised tender No.08/26/1572

<u>Description</u>	<u>Qty.</u>	<u>Ultimate Consignee</u>
<u>Electronic bid invitation for “Manufacturing cum Maintenance of Next Generation Intercity Trains including upgradation of the Government Manufacturing Unit & Maintenance Depots”.</u>	200 Next Generation Intercity Trains	Indian Railways
<u>EMD /Bid Security Amount</u>		Rs 100 Crores (Rupees One Hundred Crores)
<u>Last date for submission of Bids</u>		<u>REFER THE NIT</u>

In case the date of e-bid opening falls on a gazetted holiday or is subsequently declared as such, the e-bids will be opened on the next working date at the appointed time.

Principal Chief Materials Manager (PCMM),ICF
for and on behalf of the President of India

GOVERNMENT OF INDIA

(BHARAT SARKAR)

MINISTRY OF RAILWAYS

(RAIL MANTRALAYA)

INTEGRAL COACH FACTORY,

CHENNAI-600038, INDIA

BID DOCUMENTS

(Ver-00)

Table of Contents

S.No	Chapter	Page No.
1.	INTRODUCTION	8
2.	Schedule of Requirement and Important Instructions	
	2.1.1 Schedule of Requirement	9
	2.1.2 Bid Security	9
	2.2 Tender type	10
	2.3 Quantity	10
	2.4 TIME SCHEDULE	10
	2.5 Delivery	11
	2.6 Earnest Money (EMD)	11
	2.7 E-tender Acceptance	11
	2.8 Visit to the Site of Manufacturing Unit	12
	2.9 Pre-Bid Conference	12
	2.10 Splitting Clause	13
	2.11 Developmental Orders	13
	2.12 Financial Bids	13
	2.13 Performance Security	13
	2.14 Technical Information	13
3.	Instruction to Tenderers	
	3.0-3.5 General	14
	3.6 Local Conditions	14
	3.7 Pre-Requisites for vendors desirous of participating in e- tender	15
	3.8 Downloading of Tender Documents and corrigenda	15
	3.9 Cost of Tender Documents	16
	3.10 Submission of Offers	16

	3.11	Submission of Technical Bid and price offer for tenders	17
	3.12	Earnest Money Deposit (EMD)/ Bid Security	17
	3.13	Compliance of IRS, Special and Other Tender Conditions	18
	3.14	Compliance of Technical Requirements	18
	3.15	Eligibility Criteria	18
	3.16	Compliance to Rule 144(xi) of GFR 2017	18
	3.17	Price Basis	19
	3.18	Delivery Period	19
	3.19	Validity of the Offer	19
	3.20	Public Procurement Order (Preference to Make in India)	20
	3.21	Tender Opening	21
4.	SPECIAL CONDITIONS OF TENDER		
	4.1	Price Variation Clause	22
	4.2	Goods and Services Tax(GST)	22
	4.3	Delivery Period and Liquidated Damages	23
	4.4	Terms of Delivery	23
	4.5	Consideration of Offers	23
	4.6	Acceptance of Tender	23
	4.7	Performance Security	24
	4.8	Inspection	24
	4.9	Payment Terms	24
	4.10	Option Clause	25
	4.11	Warranty	25
	4.12	Risk Purchase	25
	4.13	Force Majeure Clause	25
5.	ELIGIBILITY CRITERIA		
	5.1 – 5.1.1	Eligibility of Bidders	26
	5.1.2	Financial Eligibility	28

	5.1.3	Technical Eligibility	29
	5.2	Consortium / Joint Venture	33
	5.3	False or Incomplete Statements	35
	5.4	Compliance to Make in India	36
	5.5	Certificate for compliance to Rule 144(xi) of GFR, 2017	36
	5.6	Responsiveness of Offer	36
	5.7	Effects and Validity of Offer	37
	5.8	Legal Requirements	37
	5.9	General	38
	5.10	Secrecy	38
	5.11	Evaluation of Offers	38
	5.12	Proprietary Data	41
	5.13 to 5.15		41
	5.16 to 5.18		42
		Form-I to Form-XV	43 – 91
6.	Annexures to the Bid document Annexure-I to Annexure-IX		92 TO 190
7	Specifications and Standards for 130 km/h New Generation Non-Air-Conditioned Intercity Trains Specification No.: ICF MD SPEC-483, ISSUE STATUS-01, REV-00, April-2026		191 - 343
8	Manufacturing-Cum-Maintenance-Agreement (MCMA)		344 - 572

INTRODUCTION

1.1. Background:

The Ministry of Railways is engaged in the development of railways and as part of this endeavor, the Principal Chief Materials Manager (PCMM) Integral Coach Factory, Chennai (the “Authority”) acting on behalf of the President of India, has decided to enter into a Manufacturing cum maintenance agreement for 200 Next Generation Intercity Trains of 20 cars each (the “Project”) and has therefore decided to carry out the bidding process for selection of suitable bidders to whom the Project may be awarded. Brief indicative particulars of the Project are as follows:

- 1.1.1. The selected bidder - whether a single entity, a Joint Venture, or a Consortium - shall, either directly or through a Special Purpose Vehicle (SPV) established for this purpose, manufacture, 200 Next Generation Intercity Trains, each of 20 cars, at the Railway Manufacturing Unit, Kazipet and supply the same spread over a period of about 8 years and undertake comprehensive maintenance thereof for a period of about 30 years in accordance with the provisions of the Manufacturing-cum-Maintenance Agreement (the “Agreement”) specified in the Bidding Documents. The selected bidder would have to manufacture a total of 200 Next Generation Intercity Trains at the Railway Manufacturing Unit, Kazipet and shall be required to suitably upgrade the same by providing required Machinery & Plants (M&Ps), jigs, fixtures, tools, test benches and other facilities as per the provisions of the agreement.
- 1.1.2. The supplied Trains shall be maintained by the selected bidders at 5 Government Maintenance Depots located within the network of Indian Railways (IR). Civil infrastructure at these Depots including power & water supply, track, 25 kV OHE and signaling shall be provided by the Authority, as available and the selected bidder shall be required to suitably upgrade the same by providing required M&Ps, tools, test benches and other facilities as per the provisions of the agreement. Ordinarily, Trains shall not require visit to the Maintenance Depots before 30 days for any scheduled maintenance. Authority would make available adequate numbers of its maintenance staff to the selected bidders for undertaking maintenance obligations of the Trains as per the provisions of the Agreement.
- 1.1.3. Regular washing and cleaning of these Trains, at about 7 days interval, would be undertaken by the Authority at the Coaching Depots (equipped with water, electricity, inspection pits & OHE) attached to different stations over the IR network. Inspection and minor repair of the Trains required prior to the scheduled visit of the Trains to the Maintenance Depots may be undertaken by the selected bidder at these washing pits.
- 1.1.4. Required access and storage/office space at the nominated maintenance depots and washing pits would be provided by the Authority to the selected bidder as per the provisions of the Agreement.
- 1.1.5. The Agreement sets forth the detailed terms and conditions for manufacture, supply and maintenance of Next Generation Intercity Trains by the selected bidder.
- 1.2. The authority shall receive bids pursuant to this tender in accordance with the terms set forth in the tender documents, as modified, altered, amended and clarified from time to time by the authority (collectively the “**bidding documents**”), and all bids shall be prepared and submitted in accordance with the such terms before the date specified in clause 2.4 for submission of bids.(the “**Bid Due Date**”).

2. SCHEDULE OF REQUIREMENT AND IMPORTANT INSTRUCTIONS

- 2.1. On behalf of the President of India, the Principal Chief Materials Manager (PCMM) Integral Coach Factory, Chennai (hereinafter referred to as the Authority), invites e-tenders from established and reliable manufacturers for the manufacture and supply of the items as set forth in the e-tender uploaded on IREPS website.

2.1.1. Schedule of Requirement:

The schedule of requirements shall include, the following, in accordance with the provisions of the **attached Manufacturing-cum-Maintenance Agreement (MCMA)**, during the Agreement Period:

- 2.1.1.1. Design, Manufacture, Supply, Testing and Commissioning of the 200Nos of 20 Car Next Generation Intercity Trains (Mainline Electric Multiple Unit) conforming to the Specifications and Standards set forth in Schedule-A of the agreement at Government's Railway Manufacturing Unit, Kazipet, Telangana, 506003;
- 2.1.1.2. Up-gradation of the available existing infrastructure/facilities and development of additional infrastructure/facilities at nominated site of Government's Manufacturing unit {Railway Manufacturing Unit, Kazipet, Telangana, 506003} including operation & maintenance of the same to meet the requirement of Manufacturing, Supply, Testing and Commissioning of the Trains.
- 2.1.1.3. Up-gradation of the available existing infrastructure/facilities and development of additional infrastructure/facilities at five nominated sites of Government's Maintenance Depots {Rajahmundry (Andhra Pradesh), Khurda Road (Odisha), Jhajha (Bihar), Kanpur (Uttar Pradesh), Vadodara(Gujarat) } including operation & maintenance of the same for maintenance of the supplied Trains.
- 2.1.1.4. Comprehensive maintenance of the supplied Trains.
- 2.1.1.5. Any other obligations to meet the objective either implied or deemed necessary as per the Agreement.

2.1.2. Bid Security:

Bidders will be required to submit a bid security/Earnest Money Deposit (EMD) of 100 Crores (Rs. One Hundred Crores), refundable after finalization of the tender, except in the case of the selected Bidder whose Bid Security shall be retained till they provide a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of bank guarantee. The validity of Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, with additional claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. In case of Consortium, Bid Security may be submitted by the Lead Member or any other Member of the Consortium.

2.2. Tender type:

- 2.2.1. The tender will be **Single Stage two packet type** where the bidder has to submit the technical bid and financial bid before the scheduled date and timing of closing of tender. Initially, only the Technical Bids shall be opened online at the latest date and time specified in clause 2.4. The Financial bids shall be opened after finalization of the technical Bids. **The offer of the firm(s) submitting any part of financial bid along with the technical bid will be summarily rejected and the Earnest Money deposited will be forfeited. THE BIDDER IS PROHIBITED TO SUBMIT ANY PART OF THE FINANCIAL BID AT ANY OTHER PLACE OTHER THAN AT FINANCIAL RATE PAGE TAB IN THE IREPS PORTAL.**
- 2.2.2. **THE TENDERER HAS TO QUOTE ONLY THE BASE PRICE OF A 20 CAR RAKE IN THE FINANCIAL RATE PAGE OF THE E-TENDER FORM.**
- 2.2.3. The Technical Bids shall be evaluated by the Authority in accordance with the stipulated Eligibility and evaluation criteria. No amendments or changes to the Technical Bids would be permitted after the opening of technical bids. The offer(s) not complying with the essential techno-commercial and financial requirement of the tender as per eligibility criteria and other related conditions will be declared as in-eligible and their financial bid shall not be opened.
- 2.2.4. Financial bids of technically compliant Bidders who are declared qualified in the technical bid evaluation shall be opened online at a date and time decided by the Authority subsequently. The Financial bids will be evaluated, and the Contract awarded to the selected Bidder in accordance with the stipulated evaluation criteria.

2.3. Quantity:

Quantity tendered is for 200 nos. of Next Generation Intercity Trains (20 cars **each**). The quoted Base Price of a Rake as per the Agreement shall be considered for deciding the inter-se position of the offers.

2.4. TIME SCHEDULE :

S.No	Details	Date	Time	Portal
1.	Closing date / Time of submission of bids (Bid due date)	REFER THE NIT		Online at www.ireps.gov.in

2.	Submission of Bank Guarantee for Bid Security/EMD	Well before the closing date and time	Chief OS / P8 Section, Office of the Chief Materials Manager (Electrical), Furnishing Division Administrative Office, Integral Coach Factory, Chennai, 600038.
3.	Opening of E-bids	REFER THE NIT	Online at www.ireps.gov.in

2.5. **DELIVERY**

Delivery to be effected and completed as per the supply programme given in the Article-13, 14 and 15 of the Agreement.

2.6. **Earnest Money (EMD)**

No manual submission of documents is permitted, except the Bank Guarantee for EMD/Bid Security, Form IV, FORM V, FORM VI and FORM XII (copies of these documents shall also be uploaded along with the bid). Tenderers shall upload all the documents related to financial bid and techno-commercial bid in the IREPS portal only. The bidder is prohibited to submit any part of the financial bid at any other place other than at the financial rate page tab in IREPS portal, being a two-packet tender system. The offer of the firm(s) submitting any part of financial bid along with the technical bid will be summarily rejected with **forfeiture of Earnest Money (EMD) / Bid Security**.

- 2.6.1. Tenderers can upload document/files upto the capacity permitted by the system. However there is no limitation on the number of documents/files which can be attached. All pages should be numbered, in running serial number.
- 2.6.2. The Bank Guarantee for Bid Security shall be submitted to the Chief OS / P8 Section, Office of the Chief Materials Manager (Electrical), Furnishing Division Administrative Office, Integral Coach Factory, Chennai, 600038, well before the stipulated tender closing date and time, and upload the scanned copy of the Bank Guarantee on IREPS portal along with other documents.
- 2.6.3. The Bidder shall submit FORM IV, FORM V, FORM VI and FORM XII in original manually to the Chief OS / P8 Section, Office of the Chief Materials Manager (Electrical), Furnishing Division Administrative Office, Integral Coach Factory, Chennai, 600038., well before the stipulated tender closing date and time, and upload the scanned copy of the same on the IREPS portal along with other documents.

2.7. **E-tender Acceptance:**

The techno commercial bid and financial bid should be submitted via the IREPS website, hereinafter stated as e-tender for brevity, e-tenders shall be summarily rejected if it is not open for acceptance for a **minimum period of 180 days** from the due date of opening of bid.

2.8. **Visit to the Site of Manufacturing Unit & Maintenance**

Depots:

Familiarization visits to the Manufacturing Unit (RMU/Kazipet) and maintenance depots will be organized as per the dates indicated in the NIT

S.No.	Site	Date
1.	Rail Manufacturing Unit, Kazipet	REFER TO THE <u>Annexure-IX</u>
2.	MEMU Depot Rajahmundry	
3.	MEMU Depot Khurda Road	
4.	MEMU Depot Jhajha	
5.	MEMU Depot Kanpur	
6.	MEMU Depot Vadodara	

Prospective bidders are advised to visit the sites as per the above date to familiarize with the site conditions.

- 2.8.1.** All correspondence pertaining to this tender **shall** be made only with the PCMM, ICF at email:pcmm-icf@icf.railnet.gov.in. In case these instructions are not followed, it may be likely that no action may be taken on such correspondence.

2.9. **Pre-Bid Conference:**

- 2.9.1. Pre-Bid Conference:** The firms shall submit the pre-bid queries in 05 clear categories viz. (i) pertaining to technical specification (ii) pertaining to other provisions related to Agreement (iii) pertaining to Eligibility criteria (iv) Commercial matters and (v) Others. Each query must reference the relevant section/paragraph/article/clause of the tender document. Further, whenever the firms are submitting the queries more than once, prior queries should not be repeated, i.e. only fresh queries should be submitted each time. The queries should be submitted, as per the format given in Annexure-II, in both pdf and editable formats.
- 2.9.2.** The pre-bid conference will be held as per the date indicated in the NIT
- 2.9.3.** A prospective Bidder requiring any clarification of the bidding documents may notify the purchaser / Authority in writing or by e-mail in advance addressed to pcmm-icf@icf.railnet.gov.in
- 2.9.4.** As a result of pre-bid conference, modifications to the tender, if any, shall be made in the form of an addendum or addenda.
- 2.9.5.** Clarification for the issues raised in pre-bid meeting(s) will be uploaded in the tender document on IREPS along with corrigendum (if any) to the tender.

2.9.6. The pre-bid queries should be submitted at least five days prior to the scheduled date of the pre bid meeting.

2.10. **Splitting Clause:**

There will be no quantity splitting in this tender.

2.11. **Developmental Orders:**

No Developmental orders will be placed in this tender.

2.12. **Financial Bids:**

The financial bids must be submitted in Indian Rupee (INR) only. Offers received in any other currency will be summarily rejected.

2.13. **Performance Security:**

Performance Security of Rs. 300 crores (Rupees Three Hundred Crore Only) shall be submitted by the successful bidder as per Article 9 of the Agreement.

2.14. **TECHNICAL INFORMATION:**

Specifications indicated in the "Schedule of Requirements" as provided in tender document set forth in the schedule-A of the Agreement may be obtained on payment from the following: —

(i) Indian Railway Standard Specifications from

The Controller of Publications, Civil Lines, Delhi-110054, INDIA.

(ii) Indian Standards Specifications from

The Director General, Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110001, INDIA.

(iii) RDSO Specifications, Drawings and details from

Director General, Research Designs and Standards Organization, Manak Nagar, Lucknow-226011, INDIA.

(iv) ICF Specifications from

Chief Design Engineer, Electrical / Mechanical, Design and Development Centre, New Avadi Road, Chennai-600038, INDIA.

3. INSTRUCTIONS TO THE TENDERERS

3.0 General:

- 3.1. Tenderers are advised to carefully read all the instructions given in the Bid document including Annexure-VIII-Indian Railway Standard (IRS) Conditions of Contract before submitting the offer. By submission of offer with the tenderer's digital signature in the format of techno commercial bid and financial rate of the IREPS website, it shall be construed that the tenderer has read, understood and accepted all conditions of the tender documents including all conditions uploaded for the tender and corrigendum, if any, and undertakes to abide by the same.
- 3.2. Tenderers must submit all information in English. Information in any other language must be accompanied with its authenticated translation by certified translators, in English . Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation shall prevail.
- 3.3. Tenderers must ensure that the conditions laid down for submission of e-tenders detailed in subsequent paras, are completely and correctly complied with. Tenders which are not complete in all respects as stipulated in these tender documents, are liable to be rejected.
- 3.4. The Authority is not bound to accept the lowest bid or any tender or to assign any reason for doing so and reserves themselves the right to cancel the tender.
- 3.5. In case of any contradiction in the terms and conditions in different documents, the order of precedence shall be as follows:
 - (i) the Agreement including the bid document;
 - (ii) the Special Conditions specified in the tender documents; and
 - (iii) the IRS Conditions of Contract.

3.6. Local conditions:

It will be imperative on each tenderer to fully acquaint themselves with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. The Purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule for delivery of stores will be entertained on this ground after the Purchaser accepts the offer.

3.7. Pre-requisites for vendors desirous of participating in e-tenders:

- 3.7.1.** Vendors intending to participate in the e-tenders available on the Indian Railways e-procurement website "www.ireps.gov.in" will have to obtain a Digital Signature Certificate (DSC) 'Class III' type in tenderer's name from an approved certifying agency. The list of certifying authorities issuing the Digital Signature Certificates is available on the website www.cca.gov.in.
- 3.7.2.** With the Digital Signature Certificate, vendors will have to register themselves on-line using the link "New Vendors" option available on the home page of the website www.ireps.gov.in duly filling the complete information as required in the web page and attaching their digital signature using "Sign & Submit" button. Upon registration, the website will provide a registration number, which the vendors may note for future correspondence.
- 3.7.3.** Vendors are advised that Centre for Railway Information Systems (CRIS) New Delhi, the Web Master, will require a minimum of 3 (three) clear working days to provide the user-ID and password which will be sent to the e-mail address provided by the vendor during the registration process. In case of any difference in the information provided by the vendor during registration on the website and that available in the digital signature certificate, the request will be rejected, and an e-mail will be sent duly communicating the reasons for rejection. CRIS will not be responsible for a vendor's failure to participate in a tender due to any technical problems arising during the process of registration or submission of offers.
- 3.7.4.** The digital signature certificates (DSC) are issued with limited currency / validity date. The vendors are required to re-register themselves with the website 'www.ireps.gov.in' whenever their DSC is renewed.
- 3.7.5.** Vendors are advised to familiarize themselves with the e-tendering process with the help of "User Manual" available at home page of website "www.ireps.gov.in" under Learning Center and Help Desk/Frequently Asked Questions (FAQ)/ e-Tender on the same website.

3.8. Downloading of Tender Documents and corrigenda:

- 3.8.1.** Tenderers can download tender documents from the website www.ireps.gov.in free of cost. The Purchaser will not be responsible for any delay/delays in downloading of tender documents from the website.

3.8.2. **Corrigenda:**

The purchaser reserves the right to issue corrigenda to the tender document before the due date of opening of the tender and additional time if warranted, may be given for such corrigenda. It is the responsibility of the tenderer to regularly check for any correction or modifications to the tender documents published through corrigendum on the website and download the same, and such corrigenda shall invariably be considered while submitting the offer. The tenderer can submit a revised offer after considering the effect of the corrigendum, in case they have already submitted any offer prior to publication of the corrigendum.

3.9. **Cost of Tender Documents:**

Tender document cost is not applicable for the tender documents which are downloaded by the tenderers.

3.10. **Submission of Offers:**

- 3.10.1. Tenderers are required to submit their offers by filling up the e-tender form on the website (i.e. IREPS) itself after making the payment of the requisite Earnest Money Deposit (EMD)/Bid Security. The tenderers who opt for submission of Bank Guarantee for Bid Security shall submit the same manually to the Chief OS / P8 Section, Office of the Chief Materials Manager (Electrical), Furnishing Division Administrative Office, Integral Coach Factory, Chennai, 600038, well before the stipulated tender closing date and time. The Bidder shall submit FORM IV, FORM V, FORM VI and FORM XII in original manually to the Chief OS / P8 Section, Office of the Chief Materials Manager (Electrical), Furnishing Division Administrative Office, Integral Coach Factory, Chennai, 600038, well before the stipulated tender closing date and time and upload the scanned copy of the same on IREPS portal along with other documents.
- 3.10.2. All the e-tenders in prescribed electronic offer form on the IREPS website www.ireps.gov.in should be submitted before the due date and time fixed for the receipt of e-tenders as set forth in the tender document. The offer is to be submitted with digital signature by the pre-authorized personnel of the tenderer already registered with IREPS website.
- 3.10.3. Manual offers sent by post/fax or in person shall not be accepted, even if these are submitted on the firm's letter head and received in time. All such manual offers shall be considered as **invalid** offers and shall be summarily rejected.
- 3.10.4. The scanned copies of all necessary documents must be uploaded with the offer. In case offers are not accompanied with the required documents, they are liable to be summarily rejected without assigning any reason.
- 3.10.5. The personnel digitally signing the bid shall be authorized by a legally valid Power of Attorney, supported by a Board resolution, failing which, the bid will be summarily rejected.

- 3.10.6.** The IREPS website does not permit submission of any offer after the closing date and time of the e tender. Hence, there is no scope of any late or delayed offer in the online bidding process.

3.10.7. Electronic Payment

As Indian Railways makes payment through NEFT system, tenderers are required to comply with the following:

- i) To give consent for receipt of payment through NEFT/RTGS in a mandate form given in Annexure-III. The Bank Details as per Annexure III can be submitted either with the offer or after award of the contract.
 - ii) To provide the details of their bank account in line with RBI guidelines for the same, including bank name, branch name and address, account type, bank account No., IFS Code as appearing on MICR cheques issued by the bank etc.
 - iii) To upload a certificate from their bank certifying the correctness of the information as mentioned in (ii) above.
- 3.10.8.** In case, any clarification is required by the tenderers for submitting offers, the same should be sought for from the Purchaser at least 2 weeks before the tender opening date.

3.11. Submission of Technical Bid and Price Offer for tenders:

- a) Bidders shall be simultaneously required to electronically submit a Techno- Commercial Bid and Price Offer.
- b) Offers not complying with eligibility requirements, essential technical & commercial requirements of the tender shall be declared as 'Ineligible for award of contract'.
- c) Price Offer of qualified bidders only shall be opened, and Price Offers shall be tabulated by system.

3.12. Earnest Money Deposit (EMD)/ Bid Security:

- 3.12.1.** There shall be no exemption from submission of EMD / Bid Security by any tenderer.
- 3.12.2.** No interest shall be payable by the Purchaser on the Earnest Money Deposit or any other payment made to Authority.
- 3.12.3.** EMD shall be refunded when any one of the following conditions is satisfied.
- a) After finalization of tender, the bidder is an unsuccessful bidder
 - b) Validity of offer expires and validity extension is not sought.
 - c) Validity of offer expires and bidder refuses to extend validity of offer.
 - d) After finalization of the tender successful bidder submits required Performance Security.

- 3.12.4.** The Earnest Money of the successful tenderer may be adjusted towards Performance Security and in case where such tenderer furnishes Performance Security as per the tender conditions, EMD will be refunded after receipt of full Performance Security.
- 3.12.5.** The Earnest Money Deposited is liable to be forfeited, if the tenderer withdraws or amends, impairs or derogates from the offer in any respect within the period of validity of his offer, or includes any part of the Financial Bid with the Technical Bid. In case where available EMD amount is less than required Performance Security and the successful tenderer does not deposit the balance Performance Security amount within stipulated time, then EMD shall be forfeited and case be dealt with as that of withdrawal of offer by the tenderer. The bidder acknowledges the right of the purchaser to forfeit the EMD amount and to encash the Bank Guarantee in case the Bid security is furnished in the form of Bank Guarantee in the above circumstances and unconditionally accept the said condition.

3.13. Compliance of IRS, Special and Other Tender Conditions:

- 3.13.1.** The offer shall comply with the IRS Conditions of Contract (as updated till the date of tender opening), Special Conditions of Tender and provisions contained in Agreement given in the tender documents. No deviation is permitted.
- 3.13.2.** Bidders shall submit the Affidavit, duly Notarized, as per the Format provided in Form XII. Non-compliance or adverse declaration in the Affidavit may result in rejection of the bid.

3.14. Compliance of Technical Requirements:

The goods and services offered by the Tenderer shall be in accordance with technical requirements specified in the Agreement and no deviations are permitted, **failing which the offers are liable to be rejected.**

3.15. Eligibility Criteria:

The tenderers shall upload necessary scanned copies of the documents to show that they are fulfilling the eligibility criteria specified in the chapter 5 of the Bid Document.

3.16. Compliance to Rule 144(xi) of GFR 2017:

- 3.16.1.** Bidders attention is invited on imposition of restriction on procurement from a bidder of a country which shares a land border with India under Rule 144(xi) of GFR 2017 as per Railway Board's letter No. 2020/RS(G)/779/2 dated 06/08/2020 (Annexure-V) to the Bid Document). No procurement shall be made in violation of public procurement orders specified in aforesaid Railway Board's letter. Exemption is given to countries with whom GOI has extended lines of credit or in which India is engaged in developmental projects.

3.16.2. Certificate of Compliance:

The tenderers shall submit the following certificate regarding compliance with this order. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby

certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)". If such a certificate, given by a bidder whose bid is accepted, is found to be false, this would be grounds for immediate termination and further legal action in accordance with law, including forfeiture of the EMD / Bid security

- 3.16.3. Registration should be valid at the time of submission of bids and at the time of acceptance of bids.
- 3.16.4. The compliance to the clause 3.16.2 is to be given in the FORM-XII.

3.17. **Price Basis:**

- 3.17.1. All bidders must quote their offer Price in Indian Rupees (INR) only, failing which the offers **will be summarily rejected**
- 3.17.2. Tenderers are required to quote only the Base Price of a 20 CAR RAKE in the prescribed fields of the Financial Rate Page of e-tender form and nowhere else.
- 3.17.3. All the mandatory fields of the Techno Commercial Bid Details and Financial Rate Page have to be filled up by the tenderers.
- 3.17.4. The bidders should quote their lowest possible Base Price for the 'unit' specified in the Tender Document for the tendered item. Tenderers are not allowed to change the 'unit' of the tendered item and if they quote their price for any different 'unit', unless specified in the tender document, their offers are liable to be summarily rejected.
- 3.17.5. The quoted rate should be firm and not subject to any variation, unless specified in the tender documents. In case of deviation in this aspect, the offer will be liable to be summarily rejected.
- 3.17.6. The Train Price, Maintenance Fee and price towards Payable Spares as per the Agreement shall be exclusive of GST and the same shall be paid by the Authority as extra at the applicable rates on the submission of documentary evidence in terms of Clause 26.5 of the MCMA.

3.18. **Delivery Period:**

Tenderers must refer to the delivery schedule specified in the Article 13, 14, 15 of the Agreement.

3.19. **Validity of the offer:**

- 3.19.1. The offers shall be kept valid for acceptance for a minimum period of 180 calendar days from the date of opening of tenders or as specified in the tender, within which period, the tenderer shall not withdraw his offer. Offers with validity period of short duration shall be considered as unresponsive and those offers shall be summarily rejected.

3.19.2. The purchaser may ask for the tenderer's consent for an extension of the period of validity of offer. A tenderer granting the request for validity extension shall not be permitted to modify its tender.

3.19.3. Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the Purchaser to the successful tenderer. While the offers are under consideration, tenderers and/or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means.

3.20. Public Procurement Policy for Preference to Make in India:

3.20.1. The Government has issued Public Procurement (Preference to Make in India), Order 2017 laying down the policy to encourage 'Make in India' and promote manufacturing and production of goods and services in India. The purchaser's decision will take due consideration of revised Public Procurement (Preference to Make in India) order 2017 circulated vide Railway Board's letter No. 2020/RS(G)/779/2 dated 12/06/2020 and Railway Board letter No. 2020/RS(G)/779/2/Part-1 dated 20/08/2024 (Enclosed as Annexure-VI to Bid Document). The salient features of the aforesaid Order are as under:

3.20.1.1. For the purpose of this Order, the definitions are as under:

- i. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed in the special conditions, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- ii. a) "Class –I local Supplier' means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 60%.
- b) 'Class –II local Supplier' means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 60%.
- c) 'Non local Supplier' means a supplier or service provider whose goods, services or works offered for procurement has local content less than or equal to 20%.
- iii. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "class-I local supplier" may be above the L1 for the purpose of purchase preference which is 20%. However, it will be taken as per the status of the policy reckoned as on the date of tender opening.

- iv. Further, it is clarified that the bidders offering imported products will fall under the category of non-local suppliers. They cannot claim themselves as Class-I local suppliers/Class-II local suppliers, by claiming that the services such as transportation, insurance, installation, commissioning, training and after sale service support like AMC/CMC etc. as local value addition.

- 3.20.1.2. The bidder shall give self-certification for local content in the quoted item (goods / works/ services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice. For cases where it is not possible to provide certification by cost/chartered accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from cost/chartered accountant after completion of the contract, within 21 days from the date of last supply, as per form-XV
- 3.20.1.3. In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from class-I to class-II/Non-local or from class-II to Non local, a penalty upto 10% of the contract value may be imposed. However, a contract once awarded shall not be terminated on this account. If the firm has not submitted a CA certificate within 21 days from the date of last supply, then it will be presumed that the contractor/supplier does not meet the stipulated local content requirement and a penalty of upto 10% of the contract value may be imposed.
- 3.20.1.4. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.20.1.5. Only class I local suppliers as defined in para 3.20.1.1 shall be eligible to bid in this tender.
- 3.20.1.6. If Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, and if it deems appropriate, Railway reserves the right to restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items.

3.21. Tender Opening:

- 3.21.1. No vendor shall be required to be present in the Railway office for any e-tender opening process. They can obtain a totally transparent bid tabulation statement by logging on to the website.
- 3.21.2. Railway does not guarantee opening of tenders at the specified date and exact time due to reasons beyond control and hence tenders can be opened after due date and time also. It should, however, be noted that vendors can not submit any offer or attach any file after the due date and time stipulated under the tender notice.

4. SPECIAL CONDITIONS OF TENDER:

4.1. Price Variation Clause:

Price Variation as per the Price Index and Maintenance Index as defined in Articles 23, 25 and 46 of the Agreement shall be applicable.

4.2. Goods and Services Tax (GST):

4.2.1. All the bidders / tenderers should ensure that they are GST compliant.

4.2.2. All tenderers who are registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN (Goods and Services Tax Identification Number) details. Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST) respective State's State Goods and Services Tax Act, 2017 (SGST), as notified by Central/ State Government and as amended from time to time and applicable taxes before tendering/bidding.

Statutory Variation in taxes and duties, or fresh imposition of taxes and duties by State/ Central Governments in respect of the items stipulated in the contract (and not the raw materials thereof), within the original delivery period stipulated in the contract, or last unconditionally extended delivery period shall be to Railways' account. Only such variation shall be admissible which takes place after the tender opening date. No claim on account of statutory variation in respect of existing tax/duty will be accepted unless the tenderer has clearly indicated in his offer the rate of tax/duty considered in his quoted rate. No claim on account of statutory variation shall be admissible on account of misclassification by the supplier/ contractor.

4.2.3. While quoting the rates, the tenderer shall pass on, by way of reduction in prices, the full input tax credit that may become available in respect of all the inputs used in the supply of final goods/or services due to implementation of GST with effect from 01.07.2017 and submit a declaration in their offer of the same.

4.2.4. Tenderers while quoting for tenders would also give the following declaration:

"I/We agree to pass on such additional input tax credit as may become available in future under GST scheme, in respect of all the inputs used in the manufacturing and/or supply of the final goods and service on the date of supply by way of reduction in price and advise the purchaser accordingly."

4.2.5. While making the supply, the firm shall comply with the following:

i) Submit the invoice/bill clearly indicating the appropriate HSN and applicable GST rate thereon duly supported with documentary evidence.

ii) Give a declaration that any additional Input Tax Credit benefit, if become available to supplier, the same has been passed on to Purchaser.

4.3. Delivery Period Extension and Liquidated Damages:

- 4.3.1.** The time and the date specified in the contract for the delivery of the stores shall be the essence of the contract and the delivery must be completed not later than the date so specified.
- 4.3.2.** However, extension of delivery period may be considered in deserving cases where genuine reasons exist. Such extensions of delivery period may be considered with liquidated damages as per Clause 13.3, 15.3 and 23.6 of the Agreement.

4.4. Terms of Delivery:

As per article 13 to 15 of the Agreement.

4.5. Consideration of Offers:

- 4.5.1.** The Purchaser is not bound to accept the lowest or any offer nor to assign any reason for doing so and reserve to themselves, the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.
- 4.5.2.** The Purchaser reserves the right to cancel the tender without assigning any reason.
- 4.5.3.** Offers not conforming to the tender requirements and not complying to tender conditions, may be rejected outright without further reference.
- 4.5.4.** If necessary, the purchaser may seek clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contact, as may be considered necessary. However, tenderers will not be permitted to change the substance of their offers after the offers/e-Bids have been opened.
- 4.5.5.** The tender opening date will be the reference date for assessing the performance of a firm in a tender and any improvement in performance by a firm after tender opening shall not be factored in the purchase decision.

4.6. ACCEPTANCE OF TENDER:

- 4.6.1.** The order for 200 Trains would be placed on the L1 eligible bidder for manufacturing at RMU KAZIPET.
- 4.6.2.** The Purchaser may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and is not bound to accept the lowest or any tender.

4.6.3. Acceptance of tender will be communicated to the bidder through IREPS.

4.7. **Performance Security:**

4.7.1. Performance Security shall be submitted by the successful tenderer.

4.7.2. There shall be no exemption from submission of Performance Security (SD) by any tenderer.

4.7.3. The amount, mode of submission and the time lines are as detailed in Article 9 of the Manufacturing-cum- Maintenance agreement.

4.7.4. Performance Security will be returned to the successful supplier after completion of all contractual obligations.

4.8. **Inspection:**

4.8.1. The inspection will be conducted by the agency nominated by the Purchaser, as per Clause 14.3 of the Agreement.

4.9. **Payment Terms:**

As specified in article 23, 25 and 26 of Manufacturing-cum- Maintenance agreement.

4.9.1. Payment through NEFT/RTGS:

Payments are made by Railways electronically through NEFT/RTGS, and therefore, tenderers must comply with para 3.10.7 of the 'Instructions to the Tenderers'.

4.9.2. Following declarations will be required from the firm (supplier) while claiming payment:

a. "It is certified that the GST % at which Tax has been charged for the item billed for herein is as per relevant sections of CGST/SGST/IGST Acts and is legally leviable. If, however, it is found later that the rate at which the GST tariff rate has been charged is not correct, we indemnify Indian Railways against any loss on this account."

b. "It is certified that no refund of GST already reimbursed to me/us on the order/contract has been obtained by me/us during the quarter. And that in respect of refund/increase of refund of GST obtained on this order/contract will be passed on to the purchaser."

c. No additional duty setoffs on the goods supplied have accrued under the GST Act or any future scheme which may be introduced while submitting the present bill.

d. Any additional Input Tax Credit benefit, if becomes available to the supplier, the same shall be passed on to the purchaser without any undue delay.

OR

It is declared that additional input tax credit to the tune of ₹_____ has accrued and accordingly the same is being passed onto the purchaser and to that effect the payable amount may be adjusted.

4.10. Option Clause:

Applicable as per Article 15.2 of the Agreement.

4.11. Warranty:

Warranty on the Goods and Services offered by the Tenderer shall be as per the provisions specified in the Agreement.

4.12. Risk Purchase:

Risk Purchase clauses shall not be applicable except as under the Clause 17.14, 34.2 and 37.1 of agreement.

4.13. Force Majeure Clause:

As per Article 32 of the Manufacturing-cum-Maintenance Agreement.

5. ELIGIBILITY CRITERIA

5.1. Eligibility of Bidders:

5.1.1. For determining the eligibility of the bidders for submission of Bids hereunder, the following shall apply:

- (a) Only **Class-I Local Supplier** shall be eligible to bid for the Project, under and in terms of the Bidding Document.
- (b) The bidder may be a single entity or a group of entities whether in the form of a partnership or otherwise (the “**Consortium**” or the “**Joint Venture**”), coming together to implement the Project. However, no bidder applying individually or as a member of a Consortium/Joint Venture, as the case may be, can be a member of another bidder. The term bidder used herein would apply to both a single entity and a Consortium/Joint Venture.
- (c) The bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium/Joint Venture. A Consortium/Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 5.2.
- (d) The Selected Bidder, whether a single entity or a Consortium / Joint Venture shall implement the Project, **either itself as the Technology Partner or** through a SPV, incorporated by it under the Companies Act, 2013, within 30 (thirty) days from the date of the LOA, for the purpose of implementing the Project, in terms of the Agreement. **Where** the SPV is constituted, it shall act as the Technology Partner(s) under the Agreement and accordingly enter into the Agreement with the Authority.
- (e) Upon being declared as the Selected Bidder **and where the SPV is constituted by the Selected Bidder for the purpose of implementing the Project**, the bidder hereby agrees and undertakes to provide an unconditional and irrevocable guarantee, within 30 (thirty) days of the date of issuance of the LOA, in the format provided under **Annexure VII, inter-alia** to duly perform all obligations, duties and responsibilities of the Technology Partner(s) as per the terms and conditions of the Agreement (“**Selected Bidder Guarantee**”).¹
- (f) A bidder shall not have a conflict of interest (“**Conflict of Interest**”) that affects the Bidding Process, either during the process or thereafter. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or the Performance Security, as the case may be, towards any loss or damage incurred or likely to be suffered by the Authority on account of such

¹ This clause may be omitted in the event the Selected Bidder intends to execute the Agreement and implement the Project, without incorporating a SPV

disqualification. A bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process if:

- (i) the bidder, its member or Associate (or any constituent thereof) and any other bidder, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; or
- (ii) a bidder or any constituent of such bidder is also a constituent of another bidder; or
- (iii) such bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, its member or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its member or any Associate thereof; or
- (iv) such bidder has the same legal representative as any other bidder, for the purposes of the Bidding Process; or
- (v) such bidder, its member or any Associate thereof has a relationship with another bidder, its member or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other, or
- (vi) such bidder, its member or any Associate thereof has participated as a consultant to the Indian Railway or the Authority, in the preparation of any documents, design or technical specifications of or related to the Project.
- (vii) A bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the bidder, its member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project.

Explanation: *In case a bidder is a Consortium/Joint Venture, then the term bidder as used in this Clause 5.1.1 shall include each member of such Consortium/Joint venture.*

- (g) The bidder (including its Associates) shall meet all the financial eligibility and technical eligibility and qualification requirements specified in Clause 5.1.2, 5.1.3 and 5.1.4 respectively.

In case of a Consortium/Joint Venture, the Lead Member of the Consortium/Joint Venture must meet the technical eligibility and qualification requirements with respect to the propulsion system (Clause 5.1.3A).

- (h) A bidder who has procured the design of the 3 (three items) components of the propulsion system, as listed in Clause 5.1.3 A from a third party (not being an

Associate) shall not be eligible hereunder, except as provided in sub-clause (i) & (ii) below.

- (i) In the event that a bidder (including its Associate) has developed its own technology for the components of the propulsion system, following the acquisition of technology from a third party, it shall certify that the proposed technology is its own property and does not infringe on the intellectual property rights of a third party.
- (ii) Provided that, if such technology was acquired from a third party within a period of 10 (ten) years prior to the Bid Due Date, the bidder shall also furnish a certificate from such third party that it has no intellectual property rights or claims on such technology.

Note: For the purpose of this Clause, *Associate shall mean, in relation to the bidder/ Consortium/Joint Venture member, a person who controls, is controlled by, or is under the common control with such bidder/member of the Consortium/Joint Venture (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.*

5.1.2 Financial Eligibility:

Average Annual Turnover:

Annual turnover of the bidder (along with its Associates) shall be more than Rs. 2500 (two thousand five hundred) Crores in any 3 (three) years out of the last 5 (five) years preceding the bid opening date. Copies of Audited Profit and Loss account and balance sheet shall be submitted in support of this. Where the same is not available for the latest financial year, a certificate from the Statutory Auditor shall be submitted. For converting the US \$ in Indian rupees **1 USD = Rs 84** shall be considered. For other currencies, these shall be firstly converted to US dollars as per prevailing exchange rates of the IMF, 30 (thirty) days prior to the bid opening date and then converted to INR as per above conversion rate.

Note: For the purposes of this Clause, the term 'year' shall mean the financial year i.e., the accounting year followed by the bidder in the course of its normal business. A certificate from the Statutory Auditor/ Chief Financial Officer of the bidder certifying the period reckoned as accounting year followed by the bidder, in the course of its normal business shall also be submitted.

5.1.3 Technical Eligibility:

The bidders who meet the following technical eligibility and qualification requirements shall be considered for qualification and subsequent short-listing for the purpose of opening their Financial Bid:

A. Propulsion System:

The bidder must have experience of having designed, developed, manufactured, supplied, tested and commissioned a minimum of 125 (one hundred and twenty-five) unit sets, of following Propulsion Equipment of EMU based train-sets during the last 10 (ten) years ending 30 (thirty) days prior to Bid Due Date. The main components of propulsion equipment are:

- (i) IGBT or SiC based traction converter sets, each unit set of rating 1000 (2 x 500) kVA or more.
- (ii) 3-phase traction motor of rating of at least 180 kW for design/operating speed of **110/100** kmph or more (each unit set comprising 4 Traction Motors i.e. total of 500 traction motors). Provided that minimum 25% (twenty five percent) of the specified quantity (i.e. 125 numbers of Traction Motor) out of above supplies must have design / operating speed of 145 / 130 Kmph or more.
- (iii) Microprocessor based Train Control and Management System (TCMS) based on IEC 61375 for EMU based train-set where TCMS for each basic unit (elementary set of Motor Cars and Trailer Cars) forming part of such train-set shall be counted as one unit set
- (iv) Provided that at least 25% (twenty five percent) of specified quantity at Serial Number. (i) (i.e. 32 unit sets); (ii) (i.e. 125 number of **total Traction Motors including at least 32 nos. of Traction Motors of minimum speed 145/130 kmph**) and; (iii) (i.e. 32 basic units) out of the above supplies, must have completed satisfactory revenue operation during the last 3 (three) years or more ending 30 (thirty) days prior to Bid Due Date.

NOTE: The Technology Partner during contract execution, shall mandatorily supply items for the Propulsion System of the same make as those offered in the bid for establishing eligibility criteria. Any deviation from the specified make shall be treated as a breach of the Scope of the Agreement, unless expressly approved by the Government in accordance with the Change of Scope procedure under Article 16.

B. Trainset cars:

- (i) The bidder must have experience of having carried out vehicle design, development, manufacture, supply, testing and commissioning of minimum 250 (two hundred and fifty) cars with **Stainless steel or aluminium car body** in EMU based train-sets during the last 10 (ten) years ending 30 (thirty) days prior to Bid Due Date.

- (ii) Provided that minimum 25% (twenty five percent) of the specified quantity at sr. no. (i) (i.e. 62 numbers of cars) out of above supplies must have a design/operating speed of 110/100 Kmph or more. IR design of EMU based Trainset shall also be eligible for this purpose (62 numbers of cars).

However, in case where the bidders have manufactured and supplied cars of EMU based train-sets of design/operating speed of 110/100 Kmph or more as per Indian Railways design, these supplies shall also be considered for meeting the requirement of this para (ii). This quantity shall not be considered for the quantity mentioned in para (i) above.

- (iii) Provided further that at least 25% (twenty five percent) of specified quantity at Sr. No. (i) (i.e. 62 nos. of cars) and at Sr. No. (ii) (i.e. 15 numbers of cars) out of the above supplies, must have completed satisfactory revenue operation during the last 3 (three) years or more ending 30 (thirty) days prior to Bid Due Date.

Note:

- 1) *EMU based train-sets shall mean Electrical Multiple Units being used for Commuter/Regional/Intercity/Metro/Sub-urban Railways/High-Speed Railways.*
- 2) *25% (twenty five percent) quantity shall be rounded down to next higher integer in case of fraction.*
- 3) *In case of a Consortium/Joint Venture, the combined Technical and Financial Capacity of members along with their respective Associates, unless otherwise stated separately in the Bidding Document, should satisfy the above conditions of eligibility.*
- 4) *In case of a Consortium/Joint Venture, the Lead Member of such Consortium/Joint Venture must meet the technical eligibility and qualification requirements with respect to the propulsion system (Clause 5.1.3 A).*
- 5) *An Indian subsidiary of a foreign company/Foreign Company - whether participating independently or as part of a consortium- must have maintained a functional/operational manufacturing facility in India for Railway Coaches and/or at least any one of the Propulsion Equipment (as specified in Clause 5.1.3 A) for a continuous period of at least three (3) years immediately preceding the Bid Due Date. Documentary evidence for the above must be submitted, including Factory License, Consent to Operate, production logs etc. covering the last three years.*
- 6) All the three items for the propulsion system which are part of Clause 3.8, 3.9 and 3.21 of the technical specifications and standards, shall be designed, manufactured and supplied by the Selected Bidder/ Lead Member (of consortium/Joint Venture) whose

credentials have been used for meeting Eligibility Qualification criteria for propulsion equipment. Any deviation from the make as those offered in the bid for establishing eligibility criteria shall be treated as a breach of the Scope of the Agreement, unless expressly approved by the Government in accordance with the Change of Scope procedure under Article 16.

For avoidance of doubt, it is clarified that:

a) The Selected Bidder/ Lead Member shall remain at all times directly responsible and liable for compliance with all duties and responsibilities under this Agreement; and

b) Selected Bidder/ Lead Member shall ensure that the approved design, drawings and Quality Assurance Plan are complied with and implemented during the manufacturing process for all the assemblies and sub-assemblies.

c) The Authority reserves all rights (which may be exercised at any time at its sole discretion) to inspect/audit the manufacturing premises, processes, Quality Assurance Plan, and books and records in relation thereto of the Selected Bidder/ Lead Member, in order to ascertain due compliance with the provisions of this Agreement.

- 7) Where the bidder submits credential(s), for satisfaction of Eligibility Qualification criteria, on a Railway system outside India, the credentials shall be verified through a certificate from Indian Embassy/ High Commission/ Consulate located in the country in which performance/ manufacturing/ designing/ supply has been claimed towards satisfaction of the Eligibility Qualification criteria. The certificate shall be submitted by the bidder alongwith the bid. Authority retains the right to re-verify the certificate from the concerned Indian Embassy/ High Commission/ Consulate.

5.1.4 **DELETED**

5.1.5 Bidders shall enclose with their Bid, the following **MANDATORY DOCUMENTS** as per format given below to establish their eligibility, in accordance with Clause 5.1:

- (i) Form-I: Letter of Technical Bid
- (ii) Form -II: Particulars of the bidder
- (iii) Form -III: Statement of Legal Capacity
- (iv) Form-IV: 'Power of Attorney' for the authorized signatory, authorizing the signatory of the Bid to commit the bidder
- (v) Form -V: 'Power of Attorney' for Lead Member of Consortium/Joint Venture, in case bidder is a Consortium/Joint Venture
- (vi) Form -VI: 'Joint Bidding Agreement', in case bidder is a Consortium/Joint Venture
- (vii) Form-VII: Details of 'Technical Eligibility' in terms of Clause 5.1.3 above (along with requisite completion and performance certificate(s) for the supply and

service, received from client/project owner and/or issued by the statutory auditors of the bidder or its Associates)

- (viii) Form-VIII: Details of 'Financial Eligibility' in terms of Clause 5.1.2 above (along with Statutory Auditors' certificate of the bidder and/or its Associates).
- (ix) Form IX: Associate Declaration Form, if any required
- (x) Form-X: Certificate for IPR of Technology
- (xi) Form-XI: **Self declaration** for local content for Compliance with "Make in India"
- (xii) Form- XII: Format for Affidavit
- (xiii) Form-XIII: Format for Clause-by-Clause compliance of the Specifications and Standards set forth in Schedule-A of the Agreement. In the event the bidder fails to meet the performance requirements specified in the Specifications and Standards, his Bid shall be deemed non-compliant and no further evaluation of such Bid shall be undertaken
- (xiv) Form-XIV: Proforma for Integrity Pact - **DELETED**
- (xv) Form-XV : Certificate of Local Content for compliance of "Make in India" Policy

5.1.6 For the purposes of evaluating the Technical Eligibility of a bidder, in accordance with the provisions of Clause 5.1.3 and Clause 5.1.4 above, only that portion of the works executed by the bidder in its own name shall be indicated and be considered. Where a work or any part thereof is undertaken by a group or association of persons, whether as a consortium/joint venture or otherwise, only that portion of the work which is undertaken by the concerned bidder shall be considered and any work performed by other persons or entities not forming part of the bidder, shall be excluded. This is to be substantiated with documentary evidence such as a consortium/joint venture/any other agreement executed between such persons, clearly setting out the scope of work/ share in work done/percentage participation of each member or a specific certificate from the client detailing the scope and value of work executed by the bidder.

5.1.7 Any entity which has been barred by the Central/ State Government or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium/Joint Venture.

5.1.8 A bidder including any member of the Consortium/Joint Venture or its Associate (whose experience is used to meet the eligibility criteria) should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, Consortium/Joint Venture member or Associate, as the case may be, nor has

been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such bidder, its member or Associate. Provided, however, that where a bidder claims that its disqualification arising on account of any cause or event specified in this Clause 5.1.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

- 5.1.9 A bidder shall be liable for disqualification and forfeiture of Bid Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the bidder, its member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issuance of LOA or (ii) execution of the Agreement. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the bidder, its member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issuance of this tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of award of contract.

5.2. Consortium/Joint venture

- (i) Members of the Consortium/Joint Venture shall nominate one member as the lead member ("**Lead Member**"). The Bid shall be signed by the Lead Member so as to be legally binding on all other members of the Consortium/Joint Venture (this should be supported by a letter of intent). The Consortium/Joint Venture shall not have more than 5 (five) members.
- (ii) Subject to the provisions of sub-clause (i) above, the Bid should contain the information required for each member of the Consortium/Joint Venture.
- (iii) The Lead Member shall be responsible for coordinating with the Authority on behalf of the members of the Consortium/Joint Venture, in respect of the Bidding Process, and post-award contractual obligations such as, but not limited to, submission of the Performance Security, incorporation of the Technology Partner, submission of the Selected Bidder Guarantee², and execution of the Agreement. The Lead Member shall have all the necessary power and authority to bind the members of the

² To be omitted where the Project is being implemented by the Consortium/Joint Venture directly without incorporating a SPV

Consortium/Joint Venture and do, for and on behalf of the Consortium/Joint Venture, all acts, deeds and things as may be necessary in connection with the Consortium/Joint Ventures' Bid for the Project and its execution. The bidder (in case of a Consortium/Joint Venture) shall submit along with its Bid an authorization to this effect, in the form of a power of attorney, in the format prescribed in Form-V, duly signed by the authorised signatories of all members of the Consortium/Joint Venture.

- (iv) The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the Consortium/Joint Venture, in relation to the Consortium/Joint Venture's participation in the Bidding Process and with respect to all post-award obligations, where such Consortium/Joint Venture is declared as the Selected Bidder and issued the LOA.
- (v) Where a Consortium/Joint Venture is declared as the Selected Bidder for the purposes of implementing the Project, the Lead Member (together with all other members of the Consortium/Joint Venture whose experience and credentials have been reckoned for the purposes of qualification during the Bid evaluation stage) shall, at all times during the entire period/term of the Agreement, continue to hold a minimum of 51% (fifty one per cent) *{interest/stake in the Consortium/Joint Venture} or {*of the subscribed and paid up equity share capital of the Technology Partner³; and the Lead Member shall continue to hold a minimum of 26% (twenty-six per cent) *{interest/stake in the Consortium/Joint Venture} or {*of the subscribed and paid up equity share capital of the Technology Partner⁴ during the entire period/term of the Agreement, and each of the members of the Consortium/Joint Venture whose experience and credentials have been reckoned for the purposes of qualification during the Bid evaluation stage shall continue to hold a minimum of 15% (fifteen per cent) *{interest/stake in the Consortium/Joint Venture} or {*of the subscribed and paid up equity share capital of the Technology Partner⁵ during the entire period/term of the Agreement.

*{*Regardless of whether the Selected Bidder(s) is/are a Consortium or a Joint Venture or a single entity, the Selected Bidder(s) shall at all times, till the expiry of the entire period/term of the Agreement, continue to hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up equity share capital of the Technology Partner(s).*}*⁶

- (vi) The members of the Consortium/Joint Venture shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Form-VI (the “**Jt. Bidding Agreement**” or “**Joint Bidding Agreement**”), for the purpose of submitting their Bid under the Bidding Process. A 'Joint Bidding Agreement' entered into by and between the members of the Consortium/Joint venture shall

³ *Suitably modify in the event the Consortium/Joint Venture intends to incorporate a SPV to execute the Agreement and implement the Project.*

⁴ *Suitably modify in the event the Consortium/Joint Venture intends to incorporate a SPV to execute the Agreement and implement the Project.*

⁵ *Suitably modify in the event the Consortium/Joint Venture intends to incorporate a SPV to execute the Agreement and implement the Project.*

⁶ *To be omitted where the Project is being implemented by the Selected Bidder directly without incorporating a SPV*

be submitted along with the Bid, in the format prescribed under Form-VI. The 'Joint Bidding Agreement' should *inter-alia*:

- (a) include a brief description of the roles and responsibilities of individual members with respect to the Bidding Process, particularly with reference to their respective contribution towards meeting the financial and technical eligibility and qualification requirements, including identification of whose technical and financial credentials will be relied upon for qualification purposes;
- (b) commit the minimum share of participation in the Project by each member, specifying the minimum percentage of **{interest/stake} or {equity}** to be held by each member in the Technology Partner, and ensuring due compliance with the requirements specified under the Bidding Document;⁷
- (c) include a statement to the effect that all members of the Consortium/Joint Venture shall be liable jointly and severally for all obligations in relation to the Project until the Agreement comes into force and effect;
- (d) be registered/notarized in India;
- (e) not be varied/ modified subsequently without the prior written approval of the Authority.
- (vii) an individual bidder cannot at the same time be a member of a Consortium/Joint Venture. Further, a member of a particular Consortium/Joint Venture bidder cannot be a member of any other Consortium/Joint Venture bidder.
- (viii) No change in the composition or structure of the Consortium/Joint Venture shall be permitted during Bidding Process and Agreement Period, **except in accordance with the provisions of Clause 5.3A of the Agreement**. Further, during the Project execution stage under the Agreement, no Change in Ownership in the Technology Partner(s) **or change or alteration in the composition/membership of the Consortium/Joint Venture, as the case may be** shall be permitted, except in accordance with the provisions of Clause 5.3 **or Clause 5.3A** of the Agreement, **as the case may be** and subject to sub-clause (v) above.

5.3 False and/or Incomplete Statements:

If a bidder provides or upload any false, misleading or wrong information, credentials and/or documents in its Bid, thereby creating circumstances for acceptance of its Bid, at any stage of the Bidding Process or during the execution of the Agreement (in the event his Bid has been accepted), such Bid or Agreement, as the case may be, shall be liable to be cancelled/rescinded. In such case, the full amount of the bidder's Bid Security and/or Performance

⁷ [Suitably modify in the event the Consortium/Joint Venture intends to incorporate a SPV to execute the Agreement and implement the Project](#)

Security, as the case may be, shall be forfeited, without prejudice to any other remedies available to the Authority under law or the Agreement.

5.4 Compliance to Make in India:

The procurement shall be done in accordance with extant instruction of the Department for Promotion of Industry and Internal Trade (DPIIT) with respect to India's "**Make in India**" policy.

Only Class-I local supplier shall be eligible to submit a Bid in relation to this tender. A Class-I Local supplier, for the purposes of this tender, shall mean:

"Class-I local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 60%."

- 5.4.1 The bidder shall declare the percentage of local content in its Bid, in accordance with the Make in India policy, and such declaration shall be supported by a **self declaration signed and stamped by the bidder on its letter head, issued by the bidder on its letterhead, failing which the Bid shall not be considered for evaluation. At the time of execution of the Agreement, the bidder shall submit a certificate from its statutory auditor or cost auditor certifying the percentage of local content as per prescribed format provided under Form XV, in compliance of the Make in India policy.** In addition, the bidder shall furnish the details of the location(s) at which the local value addition has been made or is proposed to be made.

- 5.4.2 The Next Generation Inter City Trains shall be manufactured in India, at the premises of RMU/ Kazipet

5.5 Certificate for compliance to Rule 144(xi) of GFR, 2017:

A bidder from a country which shares a land border with India shall be eligible to participate in this Bidding Process only in terms of Rule 144 (xi) of the General Financial Rules, 2017 and Public Procurement Orders of the Ministry of Finance, Department of Expenditure, as per Clause 3.14 of this Bidding Document. The bidders shall give a declaration to this effect, as indicated in Form-I.

5.6 Responsiveness of Offer

- (i) **Validity of the Bid:** The Bid shall remain valid for a minimum period of 180 (one hundred and eighty) days from the date of Bid opening, in terms of Clause 3.17. No deviation in this regard shall be permitted, and in the event of any such deviation, the Bid shall be summarily rejected.
- (ii) **Submission of Bid Security:** Submission of the Bid Security in the form and manner prescribed in the Bidding Document is mandatory. No deviation in this regard shall be permitted, and any Bid containing such deviation shall be summarily rejected.

5.7 Effects and Validity of Offer

- 5.7.1. By **submitting** its Bid in accordance with the specifications and terms set out under the Bidding Document, the bidder acknowledges and accepts such specifications and terms and agrees that it shall have no cause of action or claim against the Authority for rejection of his Bid. The Authority shall always be at liberty to reject or accept any Bid at his sole discretion and any such action will not be called into question and the bidder shall have no claim in this regard against the Authority.
- 5.7.2. The Authority may solicit the bidder's consent for extending the period of Bid validity. Such request and the bidder's responses thereto shall be made in writing (or by e- mail).
- 5.7.3. If necessary, the Authority will obtain clarifications on the Bid by requesting such information from any or all the bidders, in writing. Clarifications will be sought only on the documents submitted and **NO ADDITIONAL DOCUMENTS SHALL BE ENTERTAINED POST BID OPENING**. Bidders will not be permitted to change the content and substance of their Bids after the same have been opened.

5.8 Legal Requirements

- (a) The Power of Attorney should be signed, witnessed and notarized.
- (b) The Power of Attorney should be executed on non-judicial stamp of requisite value as per Applicable Law and signed on all pages.
- (c) Common seal should be embossed on the Power of Attorney. The Power of Attorney should be executed as per Section 22 of the Companies Act, 2013, in case it is being executed by a company incorporated as per Indian law.
- (d) If law of any country does not insist on payment of stamp duty, it can be executed as per their law, and it should be notarized by Notary public and attested by Indian Embassy. If being executed outside India, it should be apostilled / consularised as per the Applicable Law and the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents (if applicable) and stamped upon being received in India as per Indian law.
- (e) The bidder (including its members) shall submit a document/certificate of incorporation to show that the company/firm is incorporated under/registered with the statutory body as mandated by their respective Laws of the land. In India, the company has to be registered under the Companies Act 1956/2013 with Registrar of Companies and in case of a partnership firm, shall be registered under the Indian Partnership Act, 1932 or under Limited Liability Partnership Act.
- (f) The bidders shall submit authenticated English translation of all documents (both technical and financial) which are in foreign language. The translation

should be done by certified translators. The translated documents should be notarized in India. The translation should have reference to the document translated and in case of any dispute between the original and translated English document, only the English version would prevail.

5.9 General

5.9.1. Bidders must ensure that the conditions laid down for submission of Bids detailed in the preceding paras are completely and correctly complied with.

5.9.2. Bids which are incomplete in any respect or that fail to comply with the requirements stipulated in the Bidding Document may be summarily rejected.

5.10 Secrecy

5.10.1. The Selected Bidder/Technology Partner shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the Project and the Contract (*as defined under the Agreement*), have full knowledge of the Official Secrets Act, 1923 and any regulations framed thereunder.

5.10.2. Any information obtained in the course of the execution of the Agreement by the Selected Bidder, the Technology Partner, its/their sub-contractors, employees, personnel, staff or agents or that of the sub-contractors', as to any matter whatsoever, which would or might be directly or indirectly of use to any enemy of India, must be treated as secret and shall not at any time be communicated to any person.

5.11 Evaluation of Offers

5.11.1 The Authority will evaluate the Technical Bids for their compliance with the eligibility and qualification requirements specified in the Bidding Document. The Authority will not entertain any query or clarification from bidders who fail to qualify.

5.11.2 The Bids received shall be examined and evaluated by the Authority in accordance with the provisions set out in the Bidding Document.

5.11.3 Bidders are advised that selection of the Selected Bidder will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

5.11.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the bidder if the Project is subsequently awarded to it on the basis of such information.

5.11.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

5.11.6 If any information furnished by the bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude such information while evaluating the Bid.

5.11.7 The Bids shall be evaluated as follows:

- (i) Evaluation of Administrative Requirements, Compliance and Responsiveness
- (ii) Evaluation of Technical Eligibility and Qualification Requirements
- (iii) Evaluation of Financial Bids.

5.11.7.1 Evaluation of Administrative Requirements, Compliance and Responsiveness

- A. The Evaluation will consist of checking the Bids to confirm whether they are substantially responsive to the administrative requirements, and that they comply with and are responsive to the provisions of the Bidding Document.
- B. The following administrative requirements, compliance aspects and responsiveness items shall be examined to determine whether the Bid is substantially responsive:
 - (a) The Bids are received on or prior to the Bid Due Date, including any extension thereof and do not contain any condition or qualification.
 - (b) Bid Security as per Clause 2.1.2 of Bidding Document has been furnished.
 - (c) The power of attorney for the authorized signatory of the bidder has been submitted in the prescribed form as provided in Form IV and has been duly notarized.
 - (d) The digital signature (DSC) used for uploading the Bid is in the name of the authorized signatory of the bidder to whom the power of attorney (PoA) has been issued.
 - (e) The information sheet pertaining to the bidder and/or each Consortium/Joint Venture member has been submitted in the prescribed form and contains true, complete and accurate information regarding the bidder/each of its members.
 - (f) All required Forms prescribed in the Bidding Document have been duly submitted along with the Bid, in the prescribed format and have been duly filled, signed and stamped.
 - (g) Each bidder has submitted only one Bid.
 - (h) Compliance to Make-in-India order.

- (i) Compliance to rule 144(xi) of GFR 2017.
 - (j) Compliance with all the requirements set forth in the Format for Affidavit prescribed in Form XII.
 - (k) Compliance with all the requirements set forth in the Format for Clause-by-Clause compliance prescribed in Form-XIII.
 - (l) The Bid is accompanied by all relevant and necessary information and documents, as prescribed under the Bidding Document, including all required certificates, including statutory auditor's certificates, in the prescribed format.
- C. For the purposes of evaluation of Bids:
- (i) "Deviation" shall mean a departure from the requirements specified in the Bidding Document;
 - (ii) "Reservation" shall mean the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (iii) "Omisión" shall mean the failure to submit part or all of the information or documentation required to be submitted under the Bidding Document.
- D. Provided that a Bid is substantially responsive, the Authority may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission.
- E. Provided that a Bid is substantially responsive, the Authority may request a bidder to submit necessary information or documentation, within a reasonable period of time as indicated by the Authority, to rectify any non-material non-conformities in the Bid, related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Bid. Failure of the bidder to comply with the request may result in the rejection of its Bid.

5.11.7.2 Evaluation of Eligibility and Qualification Requirements

A bidder for his qualification in the Technical Bid must meet all the Eligibility and Qualification requirements specified in Clause 5.1 and as indicated below:

- (a) has No- Conflict of Interests, as specified under Clause 5.1.1 (f) above;
- (b) is not disqualified as per provisions of Sub-Clause 5.1.7, and 5.1.8 above;
- (c) Meets the Financial Eligibility stipulated under Clause 5.1.2 above;
- (d) Meets the Technical Eligibility as per Clause 5.1.3, 5.1.4 and **and all the mandated documents to establish the eligibility as per clause 5.1.5 above filled and submitted;**

Bidders not meeting the minimum eligibility criteria shall not be considered for further evaluation.

5.11.7.3 Evaluation of Financial Bid

The Financial Bid of bidders whose Technical Bid has been rejected on the ground of being substantially non-responsive to the requirements of the Bidding Document or for not meeting the 'technical eligibility and qualification requirements', shall not be opened.

The Financial Bid of a bidder shall be evaluated based on the quoted Base Price of a 20 car rake in the "Financial Rate Page" of the E-Procurement Portal.

The bidders shall quote the rate for Base Price of a 20 car Train only.

The eligible bidder with the lowest evaluated Financial Bid shall be considered for the award of the Project.

Authority reserves the right to go for negotiations with the bidder offering the lowest bid i.e., the Lowest Bidder/L1 bidder, to reduce the price in exceptional circumstances. The bidder with the lowest evaluated Financial Bid shall be considered for award of the Project, duly considering the provisions specified in this Bidding Document.

5.11.7.4 Authority's Right to Accept Any Bid, and to Reject Any or All Bids

The Authority shall have the right, in their sole discretion and at any time, to reject any and all Bids made by or on behalf of any bidder, to accept any such Bid, to terminate further participation in the Bidding Process by, or any discussions or negotiations with, any bidder at any time, to change the procedure under which such Bidding Process is conducted, and/or to terminate the Bidding Process in its entirety, all without notice and any liability therefore.

5.12. Proprietary data

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

5.13. In this Bidding Document, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Agreement.

5.14. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

5.15. <DELETED>

- 5.16. The Authority, in its sole discretion and without incurring any obligation or liability, and without assigning any reasons, reserves the right, at any time, to: (A) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto; (B) consult with any bidder in order to receive clarification or further information; (C) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any bidder; and/ or (D) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder.
- 5.17. <DELETED>
- 5.18. It shall be deemed that by submitting the Bid, the bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Form-I

Letter of Technical Bid

(Refer Clause 5.1.5)

Dated:

To,

Principal Chief Materials Manager,
Integral Coach Factory,
2nd Floor, Administrative Building,
Chennai: 600038

Sub: Bid offer for “Manufacturing cum Maintenance of Next Generation Intercity Trains including upgradation of the Government Manufacturing Units & Maintenance Depots”

Dear Sir,

1. With reference to your Bid document _____ dated ***** , I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Company for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are original or true copies of their respective originals.
3. This statement is made for the express purpose of our qualification and selection for aforesaid project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by

imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

- a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
- b) I/ We do not have any conflict of interest in accordance with Clauses 5.1.1(b) of the bid document; and
- c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice or misrepresentation, as defined in Clause 5.1.8 of the bid document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d) I/We hereby certify that we comply to Rule 144(xi) of GFR 2017 as per Railway Board's letter No. 2020/RS(G)/779/2 dated 06/08/2020 as detailed in the clause 3.16.2 of tender document.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for tender.

10. I/ We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

13. The Statement of Legal Capacity as per format provided in Form III of the Bid document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided in Form-IV and Form-V of the Bid document, are also enclosed.
14. I/ We understand that if selected, the Bidder shall execute the project {either by itself or forming a SPV/JV under the Indian Companies Act, 2013}
15. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. I/ We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of contract.
17. I/We certify that we meet all the Eligibility Criteria specified in Section 5.1 of the Bidding Document.
18. I/We hereby confirm that we [are in compliance of/shall comply with] the O&M requirements specified in Clause 5.1.4.
19. I/ We offer a Bid Security of Rs. 100,00,00,000 (Rupees One Hundred Crores) to the Authority in accordance with the Bid Document.
20. The Bid Security in the form of a Bank Guarantee has been submitted and a copy is attached.
21. The Bid Security for the tender, as specified in Clause 2.6.2 of the Bid document, have been submitted in a separate envelope before the scheduled date and time.
22. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
23. I/ We agree and undertake to abide by all the terms and conditions of the Bid document.
24. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Technology Partner under the Agreement till occurrence of Financial Close in accordance with the Agreement.

25. We, the Consortium Members agree and undertake to commit minimum participation in the project/SPV in terms of Clause 5.2 (iv) / 5.2 (v) of the bid document
26. I/ We shall keep this offer valid for 180 (one hundred and Eighty) days from the Bid Due Date specified in the tender document.
27. I/We are participating in the Bid with _____ (please fill either 'own design' or 'IR Design').

In witness thereof, I/ we submit this application under and in accordance with the terms of the tender document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: **Name and seal of the Applicant/ Lead Member**

Particulars of the Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number:
 - f. E-Mail Address:
 - g. Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Phone Number:
 - e. Fax Number:
5. In case of a Consortium:
 - a. The information above (1-4) should be provided for all the Members of the Consortium.
 - b. A copy of the Jt. Bidding Agreement, as envisaged in Clause 5.2 should be attached to the Bid.
 - c. Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 5.2} \$	Share of participation (%) in the Consortium {Refer Clauses 5.2}
1.			

2.			
3.			
4.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 5.2.

- d. The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any Project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		

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

7. Details of consortium partners to be submitted:

Sr. No	Description	Name of Lead Member	Folio Ref	Name of the Member 1	Folio Ref	Name of the Member 2	Folio Ref	Name of the Member 3	Folio Ref	Name of the Member 4	Folio Ref
1.	Average annual turnover of the Bidder (along with its Associate) or in case Bidder being Consortium/Joint Venture, combined average annual										

	turnover of all Members shall be more than Rs. 2500 crores in any 3 (three) years out of the last 5 (five) years preceding the Bid Due Date itself or combined with its holding/subsidiary.										
2.	Copies of audited financial statements, profit and loss statement & balance sheet along with notes and schedules, Memorandum of Association (MoA), Articles of association (AoA), partnership deed should be submitted in support of this. Where profit and loss statements & balance sheets are not available for the latest financial year. certificate of statutory auditor should be enclosed.										
3.	Copies of original documents defining the constitution or legal status, place of registration and principal place of business of company or firm or partnership, etc.										

4.	<p>Authorization by the Bidder's/each Member of the Consortium/Joint Venture's Board of Directors for bidding in this tender, including specific authority to bid by way of Consortium/Joint Venture arrangement, should be submitted individually by Lead Member and each of the other Consortium/Joint Venture Members. Authenticated copies of Board Resolution (cross reference to MoA/AoA) if any, to be submitted.</p>										
----	--	--	--	--	--	--	--	--	--	--	--

Sign, & Seal and Delivered by Lead Member Sign, & Seal and Delivered by Second Member Sign, &
 Seal and Delivered by Third Member Sign, & Seal and Delivered by Fourth Member
 Sign, & Seal and Delivered by Fifth Member

Member-1	Member-2	Member-3	Member-4	Member-5
(Signature)	(Signature)	(Signature)	(Signature)	(Signature)
(Name)	(Name)	(Name)	(Name)	(Name)
(Designation)	(Designation)	(Designation)	(Designation)	(Designation)
(Address)	(Address)	(Address)	(Address)	(Address)

FORM-III

Statement of Legal Capacity

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

Ref. Date:

To,

Principal Chief Materials Manager,
Integral Coach Factory,
2nd Floor, Administrative Building,
Chennai: 600038

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

Authorised Signatory
(Signature, name and designation of the authorised signatory)
For and on behalf of

**Please strike out whichever is not applicable.*

FORM-IV

Power of Attorney for signing of Bid (to be submitted in original)

(Refer Clause 5.2(ii))

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), son/daughter/wife of and presently residing at, who is (presently employed with us/ the Lead Member of our Consortium and holding the position of), as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for "Manufacturing cum Maintenance of Next Generation Intercity Trains including up-gradation of the Government Manufacturing Units Maintenance Depots (the "**Project**") proposed or being developed by the Ministry of Railways (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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

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

For

(Signature)

(Name, Title and Address)

(Signature, name and designation of the authorised signatory)

Witnesses:

1.

(Notarised)

2.

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

FORM-V

Power of Attorney for Lead Member of Consortium (to be submitted in original)

(Refer Clause 5.2)

Whereas the Ministry of Railways ("the Authority") has invited Bids from interested parties for the Tender "Manufacturing cum Maintenance of Next Generation Intercity Trains including upgradation of the Government Manufacturing Units & Maintenance Depots"(the "**Project**").

Whereas,,, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Bidding Documents and other connected documents in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub- delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED

THIS POWER OF ATTORNEY ON THISDAY OF2.....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

FORM-VI

Joint Bidding Agreement

(Refer Clause 5.2(vi))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of20...

AMONGST

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

AND

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

AND

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

AND

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

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

WHEREAS,

- A. THE MINISTRY OF RAILWAYS, GOVERNMENT OF INDIA, represented by Principal Chief Materials Manager, Integral Coach Factory, 2nd Floor, Administrative Building, Chennai: 600038 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bid (the “**Bid**”) by its {Tender No. dated(the “**Tender**”)} for qualification and selection of bidders for “Manufacturing cum Maintenance of Next Generation Intercity Trains including upgradation of the Government Manufacturing Unit & Maintenance Depots” (the “**Project**”).

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender Document

2. Consortium

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

3. Role and Share of the Parties in the Consortium

The distribution of responsibilities in execution of Work and the percentage participation amongst various Partners of the Consortium for the subject work shall be as under:

Sl.No.	Name of the Partner	Role (Lead Partner / Partner)	Distribution of Responsibilities in execution of the Work	% Participation in the Project (in terms of Price)

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the tender document, including the Agreement, till such time as the Agreement comes into force and effect.

5. Representation of the Parties

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

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this

Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that s otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.
- e. Upon being selected as the Selected Bidder, the Lead Member shall, at all times during the Agreement Period, have an equity shareholding of at least 26% (twenty six percent) of the subscribed and paid up equity share capital of the Technology Partner and all such members whose credentials have been reckoned for the purposes of qualification during the bid evaluation stage shall, at all times, hold at least 15% (fifteen percent) of the subscribed and paid up equity share capital of the Technology Partner, and all such Member whose credentials (along with their respective Associates) are used for meeting the eligibility for Propulsion System shall hold 30% of the subscribed and paid up equity share capital of the Technology Partner, and the Lead Member (together with all other members whose experience and credentials have been reckoned for the purposes of qualification during the bid evaluation stage) shall, at all times during the Agreement Period, continue to hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up equity share capital of the Technology Partner.
- f. Regardless of the above, the Parties shall, at all times during the Agreement Period, collectively hold 51% (fifty one per cent) of the subscribed and paid-up equity share capital of the Technology Partner.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Agreement comes into effect and force, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is

not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

7. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by

: SECOND PART

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART
(Signature)
(Name)
(Designation)
(Address)

For and on behalf of
FOURTH PART
(Signature)
(Name)
(Designation)
(Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate

FORM for Technical Eligibility

(Bidders to fill up separate Form for each experience to be identified with Unique Experience Code)

Sr.No.	Description	Details/ Requirement
1	Experience Code: (Unique codes like a1, a2..., b1, b2.... etc. to be allocated by the bidder)	
2	Name of Entity Claiming the Experience: (Bidder/Consortium/Joint Venture Member)	
3	Contract Details: [Contract No., Name of the Contract; Award Date, Completion Date (if completed), Total Ordered quantity Total Contract Value (Respective Currencies, in Equivalent Rs. in accordance with Clause 5.1.2 of this document	
4	Client's Details: [Client's Name, Name of Client Representative, Current Address and Current Telephone Number, E-mail]	
5	Details of Product (Train-set/ EMU Based Trainset etc.) [Name, Configuration, No. of cars/Train, Carbody Material, Driving/Non-Driving, Powered/Non-powered, articulated/non-articulated bogies, % of axles powered, rating of traction motor etc.]	

6	Clause	Item	Technical Parameters		Supply Details					
					Total Supply For last 10 years meeting the requirement of clause 5.1.3			Out of Total Supply, Satisfactory Supply in service for 3 or more years meeting the requirement of clause 5.1.3 A (iv) & 5.1.3 B (iii)		
					Quantity Supplied	Date of Supply of first equipment	Date of Supply of last equipment	Quantity Supplied	Date of Supply of first equipment	Date of Supply of last equipment
	5.1.3 (A) (i)	Converters	kVA rating	— kVA						
			Compliance of designing, development, manufacturing, supplying, testing and commissioning	Yes/No						
	5.1.3 (A) (ii)	Traction Motors	kW rating	— kW						
			Design/Operating Speed (110/110 kmph and above)	— kmph						
			Design/Operating Speed (145/130 kmph and above)	— kmph						

		Compliance of designing, development, manufacturing, supplying, testing and commissioning	Yes/No					
5.1.3 (A) (iii)	TCMS	Compliance of designing, development, manufacturing, supplying, testing and commissioning	Yes/No					
5.1.3 (B)	Trainset Cars*	Total number of Cars with Aluminum/Stainless Steel						
		Cars with Design/Operating Speed of 110/100 kmph and above	_____ — kmph					
		Compliance of designing, development, manufacturing, supplying, testing and commissioning	Yes/No					

****Note: Bidder shall provide relevant documentary evidence.**

7	Role of the Entity claiming Experience in the Contract		<input type="checkbox"/> Sole Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in Consortium				
Contractor' indicate following details w.r.t executing the Contract:							
	Sr.No.	Name of Member(s)	Role (Lead Member, Consortium/ Joint Venture partner)	% Participation	Amount (in equivalent Rs.)	Scope of Work/ Responsibility*	
						(A) Area of Participation	(B) Activities
	1	[Entity Claiming Experience]					
	2	[Other members]					
	3	[Other members]					
						

* Indicate:

(A) - Area of Participation like:	(B) - Activities like:
i. Car body, bogie and mechanical equipment	i. Design and Engineering
ii. Traction, propulsion and control equipment	ii. Manufactures
iii. Integration of sub-systems and equipment	iii. Testing and Commissioning
iv. Others, if any, please specify	iv. Interface with other Designated Contractor

8	Date of Award of Contract (Enclose copy of relevant extract of the Contract along with certified translation in English) Date of work commenced: Date of supply of Prototype/1 st equipment: Date of Supply of last equipment: Original Date of completion as per Contract: Actual Date of completion: Was the date of completion given in the original contract extended? <input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, extended date of completion: Reasons for Extension: i. Contractor's default <input type="checkbox"/> Yes <input type="checkbox"/> No ii. Employer's default <input type="checkbox"/> Yes <input type="checkbox"/> No iii. Others, if any please specify: _____
	Were any penalties imposed for delay? If yes, give details. <input type="checkbox"/> Yes <input type="checkbox"/> No Did the Bidder go in for Litigation? If yes, give details. <input type="checkbox"/> Yes <input type="checkbox"/> No

Certificate by Client/ Statutory Auditor: I/We, in our capacity as the Client/ Statutory Auditor of _____ (name of the Bidder/ Consortium/Joint Venture Member) certify that _____ (name of the Bidder/ Consortium/Joint Venture Member) has successfully executed the above listed projects as developer/ selected bidder and the details furnished above are correct.

Signature of the Client/ Statutory Auditor

Name of the Client/ Statutory Auditor

Company Seal of the Client/ Statutory Auditor

Note:

- i. Signature of the Client/ Statutory Auditor should be on each page of the technical eligibility form.
- ii. Bidders to fill up Annex to this Form VII containing Summary of Technical Experience as per 5.1.3 (A) & (B)
- iii. The quantities of equipment mentioned in this form for meeting the requirement of Eligibility Qualification Criteria shall be based on the total quantity supplied by the bidder in its own capacity in the past contracts irrespective of the case whether the contracts have been executed as sole supplier, SPV, Consortium or Joint Venture.

ANNEXURE TO FORM VII

Evaluation Table for Technical Eligibility

1. Propulsion System (Clause 5.1.3 A)		
(i) Converters (Clause 5.1.3 A (i))		
Unique Project Code <u>(i.e. a1, a2....., b1, b2 etc)</u>	Total Supply for last 10 years meeting the requirement of clause 5.1.3 (in unit sets)	Out of Total Supply, Satisfactory Supply in service for 3 or more years meeting the requirement of clause 5.1.3 A (iv)
a1)		
a2)		
.....		
b1)		
b2)		
Total		
Minimum Requirement to meet Eligibility	125 Unit sets	32 Unit sets
Eligibility and Qualification requirement met (Yes/No)	<u>Yes/No</u>	<u>Yes/No</u>
(ii) Traction Motors (Clause 5.1.3 A (ii))		
Unique Project Code <u>(i.e. a1, a2..., b1, b2,.....etc)</u>	Total Supply for last 10 years meeting the requirement of clause 5.1.3 (in unit sets / Numbers)	Out of Total Supply, Satisfactory Supply in service for 3 or more years meeting the requirement of clause 5.1.3 A (iv)
a1)		
a2)		
.....		
b1)		
b2)		
Total		
Minimum Requirement to meet Eligibility	500 Nos.	125 Nos.
Eligibility and Qualification requirement met (Yes/No)	<u>Yes/No</u>	<u>Yes/No</u>

(iii) TCMS (Clause 5.1.3 A (iii))		
Unique Project Code <u>(i.e. a1, a2..., b1, b2,.....etc)</u>	Total Supply for last 10 years meeting the requirement of clause 5.1.3 (in unit sets)	Out of Total Supply, Satisfactory Supply in service for 3 or more years meeting the requirement of clause 5.1.3 A (iv)
a1)		
a2)		
.....		
b1)		
b2)		
Total		
Minimum Requirement to meet Eligibility	125 unit sets	32 Unit sets
Eligibility and Qualification requirement met (Yes/No)	<u>Yes/No</u>	<u>Yes/No</u>

2. Car Body (Clause 5.1.3 B)		
Unique Project Code <u>(i.e. a1, a2..., b1, b2,.....etc)</u>	Total Supply for last 10 years meeting the requirement of clause 5.1.3	Out of Total Supply, Satisfactory Supply in service for 3 or more years meeting the requirement of clause 5.1.3 B (iii)
a1)		
a2)		
.....		
b1)		
b2)		
Total		
Minimum Requirement to meet Eligibility	250 Cars	62 Cars
Eligibility and Qualification requirement met (Yes/No)	<u>Yes/No</u>	<u>Yes/No</u>

Unique Project Code (i.e. a1, a2..., b1, b2,.....etc) <u>above speed of 110/100 kmph</u>	Total Supply for last 10 years meeting the requirement of clause 5.1.3	Out of Total Supply, Satisfactory Supply in service for 3 or more years meeting the requirement of clause 5.1.3 B (iii)
a1)		
a2)		
.....		
b1)		
b2)		
Total		
Minimum Requirement to meet Eligibility	62 Cars	15 Cars
Eligibility and Qualification requirement met (Yes/No)	<u>Yes/No</u>	<u>Yes/No</u>

Date:
Bidder

Signature, Name and Signature of the Authorized Signatory of the

Place:
Member

Name and Company Seal of the Applicant/Lead

FINANCIAL CAPACITY

Bidder Type	Average Annual Turnover in compliance to para 5.1.2 B (in Rs.)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Financial year (YYYY)					
Single Entity Bidder					
Lead Member 1					
Consortium/Joint Venture Member 2					
Consortium/Joint Venture Member 3					
Consortium/Joint Venture Member 4					
Consortium/Joint Venture Member 5					

Signature of the Bidder

Name: (Company Seal)

Signature of Statutory Auditor of Bidder/Lead Member/CM1/CM2/CM3/CM4
(Auditor Seal)

Name:

Notes:

- Bidder consisting of single entity should fill in details as per the row titled single entity bidder and ignore the rows titled Lead Member/Consortium/Joint Venture Members.
- In case of a Consortium/Joint Venture, row titled Single Entity Bidder may be ignored and the rows title pertaining to Lead Member and Consortium/Joint Venture Members should be filled.
- The above attachment should be certified by statutory auditor of the Bidder or the Lead Member of a Consortium/Joint Venture respectively.
- Year 1 shall be the latest completed financial year, preceding the year of bid opening. Year 2 shall be the year immediately preceding Year 1 and so on.
- Associates/Subsidiary will fill up this Attachment as per their status.
- For conversion of other currencies to US dollars, exchange rates prevailing as per Clause 5.1.2 of this Bidding Document.
- Copies of Audited Profit and Loss account and balance sheet should be submitted in support of this by the Bidder/each Member of the Consortium/Joint Venture, as the case may be (Clause 5.1.2).

Associate Declaration Form

In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 5.1.1, the Bidder should also provide a certificate in the format below for each such Associate:

Certificate from Statutory Auditor/ Company Secretary regarding Associate

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Bidder/Consortium Member/ Associate) is held, directly or indirectly[£], by

(name of Associate/Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 5.1.1.

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

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

Name of the audit firm:

Seal of the audit firm:

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

In the event that the Bidder/ Consortium Member exercises control over an Association by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

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

FORM-X

Certificate for IPR of TECHNOLOGY for Tender No<to be updated>

I/We hereby certify that the technology for manufacturing the car body and the IGBT based propulsion system proposed to be used for the project has been developed by us/our associate - – -----(specify name). We further certify that use of this technology does not infringe on the intellectual property of the third party.

OR

I/We hereby certify that we have procured the technology for manufacturing the car body and the IGBT based propulsion system proposed to be used for the project from -----(specify name of the provider of the technology) by an agreement dated----- (indicate the date of agreement for transfer of technology). The technology was procured more than 10 years prior to the Bid due date of this tender and its use by the bidder for the project does not in any manner infringe on the intellectual property rights of a third party.

OR

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

I/We shall be liable to the authority for any infringement of the same and indemnify the authority against all actions, claims, loss and damages and cost (including legal cost) arising from, or claimed by any third party in relation to such infringement.

Signature of Bidder

Name:

(Company Seal)

FORM-XI

**<self declaration for 'Make In India' compliance, duly signed and stamped
by the bidder on its letter head,
as per clause 5.4.1 under the Bid Document>**

Format for Affidavit to be submitted by Bidder along with the Bid

(To be executed in presence of public Notary on non Judicial Stamp Paper of the appropriate value in accordance with relevant Stamp Act. The Stamp Paper has to be in the name of the Bidder)

I (Name and designation) ** appointed as the Attorney/ Authorized signatory of the Bidder (including its constituents), M/s (hereinafter called the bidder) for the purpose of the bid for project “Manufacturing cum Maintenance of Next Generation Intercity Trains” including upgradation of the Government Manufacturing unit and Maintenance Depots” as per the tender number **08/26/1572** of Ministry of Railways, do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

1. * That the bidder or any of its constituents has not been blacklisted/banned for business dealings for all government departments or by Ministry of Railways at any time and/or no such black listing is in force as on the deadline for submission of bids.
2. * That none of the previous contracts of the bidder or any of its constituents had been terminated/rescinded for Contractor’s failure or part terminated for its failure as a JV partner with forfeiture of its full performance security by Ministry of Railways during the period of last three years before the deadline for submission of bids.
3. That the bidder or any of its constituents is neither bankrupt/insolvent nor is in the process of winding up nor such a case is pending before any court on the deadline of submission of the bid.
4. We declare that the bidder or any of its constituents have not either changed their name or created a new business entity as covered by the definition of “Allied Firm **under para 1002(iii) of Chapter X of Vigilance Manual of Indian Railways** with latest amendments and corrections(available on website of Indian Railways), consequent to having been banned business dealings for specified period which is not over or suspended business dealings.
5. We declare and certify that we have not made any misleading or false representation in the Forms/statements and attachments in proof of the qualification requirements.
6. We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
7. We have read the clause 3.16.2 of tender document regarding restrictions on procurement from a bidder of the country, which share a land border with India and I certify that:

#This bidder is not from such a country

OR

This Bidder is from such a country and the Bidder has been registered with the Competent Authority.

8. We understand that in case we cease to fulfill the requirements of qualifying and eligibility criteria at any time of opening of bids and till finalization of bids, it will be our bounden duty to inform the Authority of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security shall be forfeited. In case such failure comes to the notice of Authority at any time after award of the Contract, it will lead to termination of the contract and forfeiture of bid or performance security. We shall also be liable for banning of business dealings upto a period of 5 years.
9. We understand that if the contents of this affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we (name of the bidder_____)** and all our constituents understand that we shall be liable for banning of business dealings upto a period of five years.
10. We also understand that if the contents of this affidavit are found to be false at any time after the award of the contract, it will lead to termination of the contract, forfeiture of Bid or Performance Security and Banning of Business Dealings of Bidder and all its constituents for a period of upto five years.

SEAL AND SIGNATURE OF THE BIDDER

Verification:

Verified on _____ day of ____ at _____ that the contents of the above mentioned affidavits are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE PUBLIC NOTARY

*Modify the contents wherever necessary.

** the details as appropriate are to be filled I suitably by the bidder

strike out whichever is not applicable. In case the bidder is from a country which share a land border with India, evidence of valid registration as by the Competent Authority shall be attached.

Format for Clause-By-Clause Compliance to the Technical Specifications and Standards

(As per Schedule A of the Agreement)

Clause / Sub-Clauses	Heading / Description	Complied / Not complied
	Definitions and Interpretation	
Chapter 1 - General Technical Requirements		
1.1	General	
1.1.1	Detailed General Requirements	
1.1.2		
1.1.3		
1.1.4		
1.1.5		
1.1.6		
1.1.7		
1.1.8		
1.1.9		
1.1.10		
1.1.11		
1.1.12		
1.1.13		
1.1.14		
1.1.15		
1.2	References to Various Standards	
1.2.1		
1.2.2		
1.2.3		
1.2.4	Alternative Standards	
1.3	Reliability, Availability, Maintainability and Safety (RAMS)	
1.3.1	General	
1.3.2		
1.3.3		
1.3.4		
1.3.5	Troubleshooting Directory	
1.3.5.1	Maintainer Mode	
1.3.5.2	Operator Mode	
1.3.5.3	Intelligent Analysis	

1.4	Traction Power Supply System	
1.5	Track Parameters	
1.6	Climatic and Environmental Conditions	
1.7	Signal and Telecommunications	
1.7.1		
1.7.2		
1.7.3		
1.7.4		
1.7.5		
1.7.6		
1.7.7		
1.7.8		
1.7.9		
1.7.10		
1.7.11		
1.7.12		
1.7.13		
1.7.13.1		
1.7.13.2		
1.7.13.3		
1.7.13.4	Cyber Security Assurance	
1.8	Passenger Capacity and Payload	
1.8.1		
1.8.2		
1.8.3		
1.8.4		
1.8.5		
1.8.6		
1.8.7		
1.8.8		
1.8.9		
1.8.10		
Chapter 2 - -Performance Requirements		
2.1	Parameters of Train	
2.1.1		
2.1.2		
2.2	Maximum Speed	
2.3	Test and Trials	
2.4	Kinematic Envelopes	
2.4.1		
2.4.2		
2.4.3		

2.4.4		
2.5	Traction Performance	
2.5.1		
2.5.2		
2.5.3		
2.5.4		
2.5.5		
2.5.6		
2.5.7		
2.5.8		
2.5.9		
2.5.10		
2.5.11		
2.5.12		
2.5.13		
2.5.14		
2.6	Brake System Performance	
2.6.1		
2.6.2		
2.6.3		
2.6.4		
2.6.5		
2.7	Jerk Limit	
2.7.1		
2.8	Ride Index	
2.9	Regenerated Energy	
2.10	Train Weight	
2.10.1		
2.10.2		
2.10.3		
2.11	Power Factor	
2.12	Efficiency	
2.12.1		
2.12.2		
2.12.3		
2.13	Coupling within Train	
2.14	Environmental Noise Standards	
2.14.1	General	
2.14.2	Limits of Interior Noise	
2.14.3	Limits of Stationary Noise	
2.14.4	Limits of Starting Noise	
2.14.5	Limits of Passing - by Noise	

2.15	Electromagnetic Compatibility	
2.16	Fire Protection	
2.16.1		
2.16.2		
2.16.3		
2.16.4		
2.17	General Safety Requirements	
2.18	Adhesion Limit	
2.19	Design Life	
2.20	Maintenance	
2.20.1		
2.20.2		
2.20.3		
2.20.4		
2.20.5		
2.20.6		
2.20.7		
2.20.8		
2.20.9		
2.20.10		
2.20.11	Maintenance schedule:	
2.21	Vibration	
2.21.1		
2.21.2		
2.21.3		
2.22	Fail Safe Design	
2.22.1		
2.22.2		
2.22.3		
2.22.4		
2.22.5		
2.22.6		
Chapter 3 - Technical Requirements of Propulsion and Allied Systems		
3.1	General	
3.1.1		
3.1.2		
3.1.3		
3.1.4		
3.1.5		
3.1.6		
3.1.7		
3.1.8		

3.1.9	Ingress Protection	
3.9.1.1		
3.9.1.2		
3.9.1.3		
3.1.10		
3.1.11		
3.2	Environmental Protection	
3.3	Pantograph	
3.3.1		
3.3.2		
3.3.3		
3.3.4		
3.3.5		
3.4	Main Circuit Breaker and Earthing Switch	
3.4.1		
3.4.2		
3.5	Lightning Arrestor	
3.6	Main Transformer	
3.6.1		
3.6.2		
3.6.3		
3.6.4		
3.6.5		
3.7	High Voltage Cable Assembly	
3.7.1		
3.7.2		
3.7.3		
3.8	Power Traction Converter	
3.8.1		
3.8.2		
3.8.3		
3.8.4		
3.8.5		
3.8.6		
3.8.7		
3.8.8		
3.9	Traction Motor and Drive	
3.9.1		
3.9.2		
3.9.3		
3.9.4		
3.9.5		

3.9.6		
3.9.7		
3.9.8		
3.9.9		
3.9.10		
3.9.11		
3.9.12	Traction Gear	
3.9.13	Gear Case	
3.9.14	Traction Motor Tests	
3.9.15	Special tests on traction motor	
3.10	Auxiliary System	
3.10.1		
3.10.2		
3.10.3		
3.10.4		
3.10.5		
3.10.6		
3.10.7		
3.10.8		
3.10.9		
3.10.10		
3.10.11		
3.10.12		
3.10.13		
3.10.14		
3.10.15		
3.10.16		
3.10.17		
3.11	Auxiliary Compressor Set	
3.12	Battery and Battery Charger system along with Battery Box	
3.12.1		
3.12.2		
3.12.3		
3.12.4		
3.12.5		
3.12.6		
3.12.7	Battery Box	
3.13	Control Equipment	
3.13.1		
3.13.2		
3.13.3		

3.14	Neutral Section Detection	
3.15	Wiring and Cabling	
3.15.1		
3.15.2		
3.15.3		
3.15.4		
3.15.5		
3.15.6		
3.15.7		
3.15.8		
3.15.9		
3.15.10		
3.15.11		
3.15.12		
3.15.13		
3.16	Interior Lighting and Fans	
3.16.1		
3.16.2		
3.16.3		
3.16.4		
3.16.5		
3.16.6		
3.16.7		
3.16.8		
3.16.9		
3.16.10		
3.16.11		
3.16.12		
3.16.13		
3.16.14		
3.16.15		
3.16.16	Circular Protection	
3.17	Master cum Brake Controller	
3.17.1		
3.17.2		
3.18	APC and Vigilance Control Device	
3.18.1		
3.18.2		
3.19	Instruments and Gauges	
3.19.1		
3.20	Head Light, Flasher, Marker and Tail Lights	
3.20.1	Headlights and Auxiliary Headlights	

3.20.2	Flasher Lights	
3.20.3	Marker Lights cum Tail Lights	
3.20.4	Signal Exchange Light	
3.21	Train Control and Management System (TCMS)	
3.21.1		
3.21.2		
3.21.3		
3.21.4		
3.21.5		
3.21.6		
3.21.7		
3.21.8		
3.21.9		
3.21.10		
3.21.11		
3.21.12		
3.21.13		
3.21.14		
3.21.15		
3.21.16		
3.21.17		
3.21.18		
3.21.19		
3.21.20		
3.21.21	Fault Diagnostic Features	
3.21.22	User-Friendly Train Status Visualization Dashboard	
3.22	Speed Indicating and Recording Equipment	
3.23	Loco Pilot's Cab and Display	
3.23.1		
3.23.2		
3.23.3		
3.23.4		
3.23.5	Speed Sensor Redundancy	
3.23.6	VDU Screens Design	
3.23.7	CCTV Display Redundancy	
3.23.8		
3.24	Safety Measures	
3.24.1		
3.24.2		
3.24.3		

3.24.4		
3.24.5		
3.24.6		
3.24.7		
3.24.8		
3.24.9		
3.25	Electrical Fire Safety	
3.25.1		
3.25.2		
3.25.3		
3.25.4		
3.25.5		
3.25.6		
3.25.7		
3.25.8	Fire prevention measures for equipment design	
3.26	Automatic Fire Detection with Alarm System	
3.27	Power Sockets	
3.27.1		
3.27.2		
3.27.3		
3.28	Disaster Management Light	
3.29	Fire Loading	
3.30	Event Recorder	
3.30.1		
3.30.2		
3.30.3		
3.31	Ventilation (Roof Mounted Ventilating Unit)	
3.31.1		
3.31.2		
3.31.3		
3.31.4		
3.31.5		
3.31.6		
3.31.7		
3.32	Driving Cab Air Conditioning	
3.32.1		
3.32.2		
3.32.3		
3.32.4		
3.32.5		

3.33	Passenger Information System (PIS)	
3.33.1	General	
3.33.2	Programmable Digital Route Maps (DRM):	
3.33.3		
3.33.4		
3.33.5		
3.33.6		
3.33.7		
3.33.8	Voice Communication System	
3.33.9	Operation of Passenger Information and Automatic Announcement System	
3.34	Video Surveillance System (VSS)	
3.35	On-train Public Address System	
3.35.1		
3.35.2		
3.35.3		
3.35.4		
3.35.5		
3.36	Passenger Alarm Signal Apparatus	
3.36.1		
3.36.2		
3.36.3		
3.36.4		
3.36.5		
3.36.6		
3.36.7		
3.37	Recording Features	
3.37.1	TCMS Memory Capacity Limit	
3.37.2	Event Recorder Capacity:	
3.38	On Board Condition Monitoring System (OBCMS)	
Chapter 4 – Car body, Bogie, Brake system		
4.1	Wheel, Axles Roller Bearings	
4.1.1		
4.1.2		
4.1.3		
4.1.4		
4.1.5		
4.1.6		
4.1.7		
4.1.8		
4.1.9		

4.2	Bogie Design	
4.2.1		
4.2.2		
4.2.3		
4.2.4		
4.2.5		
4.2.6		
4.2.7		
4.2.8		
4.2.9		
4.2.10		
4.2.11		
4.2.12		
4.3	Draw and Buffing Gear	
4.3.1		
4.3.2		
4.3.3		
4.3.4		
4.3.5		
4.3.6		
4.3.7		
4.3.8		
4.3.9		
4.3.10		
4.3.11		
4.3.12		
4.3.13		
4.4	Compressed Air System	
4.4.1		
4.4.2	Compressor	
4.4.3	Air Dryer	
4.4.4	Air Reservoirs	
4.5	Pipe System	
4.5.1		
4.5.2		
4.5.3		
4.5.4		
4.5.5		
4.5.6		
4.5.7		
4.5.8		
4.5.9		

4.5.10		
4.6	Horns	
4.7	Driving Cabs	
4.7.1		
4.7.2	Cattle Guard (obstacle deflector)	
4.7.3		
4.7.4		
4.7.5		
4.7.6		
4.7.7		
4.7.8		
4.7.9	Train Operator's Seat:	
4.7.10		
4.7.11		
4.7.12		
4.8	Car Body Structure	
4.8.1		
4.8.2		
4.8.3		
4.8.4	Car body Material	
4.8.5		
4.8.6		
4.8.7		
4.8.8		
4.8.9		
4.8.10		
4.8.11		
4.8.12		
4.8.13		
4.8.14		
4.8.15		
4.8.16		
4.8.17		
4.8.18		
4.9	Crashworthiness	
4.9.1		
4.9.2		
4.9.3		
4.9.4		
4.10	Appearance	
4.10.1	Painting and finishing	
4.10.2	Finish	