REVISED EXPRESSION OF INTEREST FOR PROVIDING STATIC FREQUENCY CONVERTER ON LEASE BASIS FOR LINE-3&4 OF DELHI METRO RAIL CORPORATION LTD.

Revised EOI 'SFC'

- NOTICE OF INVITATION FOR EXPRESSION OF INTEREST
- INSTRUCTIONS TO APPLICANTS
DELI METRO RAIL CORPORATION LIMITED

REVISED EXPRESSION OF INTEREST FOR PROVIDING STATIC FREQUENCY CONVERTER ON LEASE BASIS FOR LINE-3&4 OF DELHI METRO RAIL CORPORATION LTD.

REVISED EOI 'SFC'

NOTICE OF INVITATION FOR EXPRESSION OF INTEREST

Metro Bhawan, Barakhamba Road, C.P. New Delhi – 110001
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents</th>
<th>Page No.</th>
<th>Reference Clause</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Notice of Invitation for SFC</td>
<td>5-6</td>
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<td>Date and time</td>
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<td>Instruction to Applicants</td>
<td>13-14</td>
<td>A2.4, A2.5</td>
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<td>17</td>
<td>A3.1 Note No. 4.1, 4.2, 5</td>
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</tr>
<tr>
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<td></td>
<td></td>
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<tr>
<td>5</td>
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<td>17</td>
<td>A3.1 Note No. 9, 10</td>
<td>Clause</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Added</td>
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<td>18</td>
<td>B2.2</td>
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<td>20</td>
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<tr>
<td>8</td>
<td>Instruction to Applicants</td>
<td>20</td>
<td>C1.5, C1.8</td>
<td>Clause</td>
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<td>21</td>
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<tr>
<td>9</td>
<td>Instruction to Applicants</td>
<td>24</td>
<td>Check Sheet Point No. 4</td>
<td>Clause</td>
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<td>10</td>
<td>Instruction to Applicants</td>
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<td>Check Sheet Point No.15</td>
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<td>11</td>
<td>Instruction to Applicants</td>
<td>29</td>
<td>Pro-Forma Section-1 General : Point No.3</td>
<td>Clause</td>
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<tr>
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</tr>
<tr>
<td>12</td>
<td>Instruction to Applicants</td>
<td>35-43</td>
<td>Annexure III</td>
<td>Format</td>
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DELHI METRO RAIL CORPORATION LIMITED

Our Ref: DMRC/Elect/ED-1/Gen./SFC/Lease

TO

Date:

FROM

Managing Director,
Delhi Metro Rail Corporation Ltd,
O/o CGM/E/RC-2,
Near Malviya Nagar Metro Station,
Press Enclave Road,
New Delhi - 110017

DELHI METRO RAIL CORPORATION LIMITED

REVISED EXPRESSION OF INTEREST (EOI) FOR PROVIDING STATIC FREQUENCY CONVERTER (SFC) ON LEASE BASIS FOR LINE-3 & 4 OF DELHI METRO RAIL CORPORATION LTD.

REVISED EOI ‘SFC’

NOTICE OF INVITATION

Delhi Metro Rail Corporation Ltd. (DMRC) invites Expressions of Interest (EOI) for providing 4 no. SFCs on lease basis for DMRC Line-3 & 4 Network and maintaining these SFCs during their life cycle against payment of lease/rental charges by DMRC on the basis of hourly availability of SFCs.

This document is an Expression of Interest (EOI) published by Delhi Metro Rail Corporation Ltd. to solicit and examine the response of the firms/companies/entities that are supplying or capable of supplying the SFCs and their maintenance as per the details mentioned in this document.

The current document is therefore to explore the response from the bidders. The timelines and the quantity of units mentioned in this document are subject to change and shall be firmed up while the Technical and Commercial Bids i.e. Request for Proposal (RFP) are called for by DMRC at a later date.

Some of the conditions are briefly mentioned in this document. These are subject to change based on the review of the response received.

The Documents describing the Scope of Work and the Terms and Conditions for the EOI are enclosed with this Notice of Invitation.

Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001
EOI Documents comprise of:

- Notice of Invitation
- Instructions to Applicants

The Evaluation and Determination of Responsiveness of EOI and subsequently RFP submission shall solely be carried out by DMRC.

The EOIs for this Contract will be considered only from those companies, corporations, partnerships, consortia and joint ventures who shall pass the Initial Eligibility based on submissions with the EOI. Only such eligible applicants will be allowed to participate in the next stage of the project, i.e. RFP.

**Key details:**

<table>
<thead>
<tr>
<th>Expected Completion period of the Work</th>
<th>37-22 years (considering 2 years for initial supply &amp; commissioning of SFCs and considering the Lease Period of each SFC as 35-20 years).</th>
</tr>
</thead>
<tbody>
<tr>
<td>EOI documents release date</td>
<td>12.02.2018 For further information on this regard bidders are advised to contact DMRC on 011-26692972 or Fax 011-26693085</td>
</tr>
<tr>
<td>Cost of EOI documents</td>
<td>NIL (All documents uploaded on DMRC website- <a href="http://www.delhimetr%D0%BE%D1%80rail.com">www.delhimetrорrail.com</a>)</td>
</tr>
<tr>
<td>Last date of Seeking Clarification</td>
<td>22.06.2018 (Queries from applicants after due date shall not be acknowledged)</td>
</tr>
<tr>
<td>1st Pre-EOI Meeting</td>
<td>15.03.2018 at 1000 hrs</td>
</tr>
<tr>
<td>2nd Pre-EOI Meeting</td>
<td>25.04.2018 at 1000 hrs</td>
</tr>
<tr>
<td>3rd Pre-EOI Meeting</td>
<td>25.05.2018 at 1000 hrs</td>
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<tr>
<td>4th Pre-EOI Meeting</td>
<td>25.06.2018 at 1100 hrs</td>
</tr>
<tr>
<td>Last date of issuing DMRC's response to queries</td>
<td>22.03.2018(1st), 30.04.2018(2nd) and 31.05.2018(3rd), 02.07.2018(4th);</td>
</tr>
<tr>
<td>Date &amp; time of Submission of EOIs</td>
<td>23.04.2018 29.05.2018 up to 1500 hrs</td>
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<tr>
<td></td>
<td>25.06.2018 till 1100 hrs, 16.07.2018</td>
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<td>17.08.2018 till 1500 hrs</td>
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*Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001*
| Date & time of opening of EOIs     | 23.04.2018 29.05.2018 @ 1530 hrs  
|                                  | 25.06.2018 at 1115 hrs  
|                                  | 17.08.2018 at 1515 hrs  |
| Authority and place for submission of EOIs and Opening of EOI | Office of Chief General Manager/  
|                                                  | Electrical/RC-2  
|                                                  | Near Malviya Nagar Metro Station,  
|                                                  | Press Enclave Road  
|                                                  | New Delhi – 110017  |

| Place, date and time of Introductory meeting before Pre-EOI Meeting | Delhi Metro Rail Corporation,  
|                                                                      | Conference Hall, 7th Floor  
|                                                                      | Metro Bhawan, Fire Brigade  
|                                                                      | Lane, Barakamba Road, New  
|                                                                      | Delhi 110001  
|                                                                      | 1st Pre-EOI: 15.03.2018 @ 1000 hrs  
|                                                                      | 2nd Pre-EOI: 18.04.2018 @ 1000 hrs  
|                                                                      | 3rd Pre-EOI: 25.05.2018 @ 1000 hrs  
|                                                                      | 4th Pre-EOI: 25.06.2018 @ 1100 hrs  |

Please note carefully the requirements for submitting EOIs, and the date and time for submittal. Late or delayed EOIs will not be accepted.
DELHI METRO RAIL CORPORATION LIMITED

REVISED EXPRESSION OF INTEREST FOR PROVIDING STATIC FREQUENCY CONVERTER ON LEASE BASIS FOR LINE-3 & 4 OF DELHI METRO RAIL CORPORATION LTD.

REVISED EOI 'SFC'

INSTRUCTIONS TO APPLICANTS (INCLUDING ANNEXURES)

LIST OF CONTENTS

Description
INSTRUCTIONS TO APPLICANTS
ANNEXURES TO INSTRUCTIONS TO APPLICANTS
Annexure I: EOI Pro-Formas
Annexure II: Form of Certificate confirming careful examination of all the contents of EOI documents and signing of all pages of Applicant's proposal
Annexure III: Undertaking for submission of documents, format for Parent company undertaking and Parent company guarantee
DELHI METRO RAIL CORPORATION LIMITED

REVISED EXPRESSION OF INTEREST (EOI) FOR PROVIDING STATIC FREQUENCY CONVERTER ON LEASE BASIS FOR LINE-3&4 OF DELHI METRO RAIL CORPORATION LTD.

REVISED EOI 'SFC'

INSTRUCTIONS TO APPLICANTS (INCLUDING ANNEXURES)

Metro Bhawan, Barakhamba Road, C.P. New Delhi-110001
# Table of Contents

A. Introduction
   A1. Definitions
   A2. General Description of the Work
      A2.1 General Information
      A2.2 Supply of Static Frequency Converter
      A2.3 Functional and Performance based specifications
      A2.4 Indigenization Requirements
      A2.5 Contract Period
      A2.6 Management of SFCs
      A2.7 Operating Expenses of SFCs
      A2.8 Maintenance of SFCs
      A2.9 Performance Criteria
      A2.10 Handback and/or termination
   A3. Eligible Applicants
      A3.1 Initial Eligibility Criteria
      A3.2 One EOI per Applicant
   A4. Payments to the Lessor
   A5. Site Visits

B. EOI Documents
   B1. Content of EOI Documents
   B2. Clarification of EOI Documents
   B3. Amendment of EOI Documents

C. Preparation of EOI
   C1. EOI Bid Submission Documents
      C1.1 EOI Pro-forma
      C1.2 Applicant Details
      C1.3 Leader of JV/Consortium
      C1.4 MoU for JV/Consortium
      C1.5 Power of Attorney for each member and for leader
   C1.6 Documents supporting Initial Eligibility Criteria
C1.7 Financing Structure
C1.8 Guarantees and Warranties
C1.9 Currencies of Bid and Payment

C1.10 EOI Documents (incl. Amendments) duly signed by each member

C2. Pre EOI Meeting

D. Submission of EOIs
   D1. Submission Address and Date
   D2. Sealing and Marking of EOI
   D3. Late or Delayed EOIs

E. EOI Opening and Evaluation
   E1. EOI Opening
   E2. Clarification of EOIs from applicants
   E3. Determination of Responsiveness
   E4. Intimation of Evaluation of EOI

F. Claims, Disputes, Conciliation & Arbitration
INSTRUCTIONS TO APPLICANTS

A. Introduction

A1 Definitions

In this Request for Expression of Interest, the words and expressions shall have the meanings assigned to them, except where the context requires otherwise. Words indicating persons or parties include corporations and other legal entities except where the context requires otherwise.

(i) "Applicant" means the single entity/consortium/joint venture/Special Purpose Vehicle (SPV), submitting the EOI.

(ii) "Contract Period" means the total contract duration in years during which the Lessor shall be responsible for the supply, and maintenance of the supplied SFC.

(iii) "Commencement Date" means the date of lease agreement.

(iv) "Engineer" means any person nominated or appointed from time to time by the Lessee to act as the Engineer for purposes of the contract and notified as such in writing to the Lessor.

(v) "Lessee" means DELHI METRO RAIL CORPORATION LIMITED (DMRC), its legal successors and assignees.

(vi) "Lessor" means the applicant whose proposal has been finally accepted by the Lessee and the legal successors in title to such person, but not (except with the consent of the Lessee) any assignee of such person.

(vii) "Line-3&4" means the metro line between Noida City Centre to Dwarka Sec 21 and Yamuna Bank to Vaishali.

(viii) "SFC" means Static Frequency Converter that DMRC needs to acquire on lease from the Lessor for operating on line-3.

(ix) "Operator" means the lessee.

(x) "Project" means "Leasing and maintenance of Static Frequency Converter for DMRC Line-3".

(xi) "RFP" means Request for Proposal.

(xii) The "Bid" throughout this document shall mean the "EOI submissions".

(xiii) "TSS" means Traction Substation and it shall comprise of complete SFC equipment's including transformers, 25 kV traction equipment's 25 kV cables control room etc. at TSS level.

(xiv) "SFCM" means Static Frequency Converter manufacturer.

(xv) "SFC Based Substation" means Substation which shall be provided with SFC by replacing conventional transformers in the existing RSSs of DMRC line -3 network.

(xvi) "RSS" means Receiving Sub-station

A2 General Description of the Work

A2.1 General Information

The proposed model envisages to seek offers from applicants for availability of 4 number of SFCs and operating the same in existing 4 RSSs of Line-3&4 of DMRC network for the contract period. The detailed criteria for availability of SFC shall be detailed in the RFP.
document. The Lessor shall be responsible for Supply, Installation, Testing, Commissioning and there after maintenance of SFC during the contract period.

A2.2 Supply of Static Frequency Converter

The table shows the quantities of SFCs required to be provided existing RSSs of in Line-3 & 4 network:

<table>
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<tr>
<th>RSS Description</th>
<th>Quantity</th>
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<tbody>
<tr>
<td>Dwarka RSS</td>
<td>01 Set</td>
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<tr>
<td>Subhash Nagar RSS</td>
<td>01 Set</td>
</tr>
<tr>
<td>Indraprastha RSS</td>
<td>01 Set</td>
</tr>
<tr>
<td>Botanical Garden RSS</td>
<td>01 Set</td>
</tr>
</tbody>
</table>

Note:
(i) The provision of SFCs in existing RSSs will require replacement of traction transformers and suitable modifications in the existing network which shall be part of a separate tender.
(ii) Details about the Key Dates for delivery and commissioning of SFCs at above mentioned RSS, would be furnished in the RFP document.

A2.3 Functional and Performance based specifications

The work comprises providing 4 number of SFCs conforming to detailed Performance and Functional requirements which shall be advised in the RFP document. The scope of work would also include maintenance of the SFCs for whole life cycle period. The supply of requisite spares, tools & tackles, test benches and Machinery & Plant as required for undertaking maintenance during the Contract Period shall be in the Lessor’s scope.

The SFC required shall be suitable for 1Ø, 25KV, 50Hz Traction System. Further details regarding Design, Performance and Functional parameters would be furnished in the RFP document.

A2.4 Indigenization requirements

Procurement shall be governed in compliance to Public Procurement (preference to make in India) order 2017 issued by Department of Industrial Policy & Promotion 15/6/17 and circulated by Ministry of Housing and Urban Affairs vide letter k-14011/09/2014/UT-11/MRTS –Coord dated 12th July 2017, as amended from time to time.

A2.5 Contract Period

The contract period shall be 37.22 years (considering 2 years for initial supply & commissioning of SFCs and considering the Life Cycle Lease period of each SFC as 35.20 years). This means that contract shall be operative at least till completion of life-cycle-lease period, i.e. 35.20 years from the date of commissioning of the last SFC.

The Lessor will be responsible for Design, manufacturing, delivering, testing and commissioning of the SFC and maintaining it for the 35.20 years life-cycle-Lease period.

The Lessor will be required to meet the specified performance criteria in the RFP for SFC. After the expiry of contract period of 22 years both the Lessee and the Lessor shall have the option of extending the lease period by signing a separate agreement. However if Lessee/Lessor are not interested in extending the Lease period, the Lessor shall have the option of:
- handing over the equipment to the Lessee at a mutual agreeable residual depreciated cost or

Metro Bhawan, Barakhamba Road, C.P. New Delhi-110001
the Lessor may take back the equipments installed by him for which the Lessor shall have to inform the Lessee well in advance (at least 3 years) so that sufficient time shall be available to the Lessee to make alternate arrangements for feeding traction power to metro trains.

Further details shall be suitably covered in the RFP documents.

A2.6 Management of SFCs

The SFCs are to be provided in the existing RSSs of Line-3 & 4 for which an area of land will be handed over to the Lessor. The Lessor shall also be responsible for the complete management of the handed over area along with SFCs for the contract period. The areas at 4 RSSs of Line-3 & 4 shall be handed over to the Lessor by Lessee in a gradual manner.

A2.7 Operating Expenses of SFCs

The cost of maintaining SFC and its components (Transformers, Reactors, Filters, Electronic components in SFC container, associated civil work etc.) including spares etc. over the contract period shall be borne by the Lessor.

A2.8 Maintenance of SFC

The maintenance and up keeping of the SFC over the entire contract period shall be the responsibility of the Lessor.

A2.9 Performance Criteria

The Lessor shall implement a formal Reliability plan and a formal Maintainability plan in accordance with EN50126 (Railway Applications- The specification and demonstration of dependability, reliability, availability, maintainability and Safety (RAMS). The system offered shall be designed for highest reliability and availability. The average availability should be between 99.9 to 99.95%.

The availability shall be measured in terms of following formula:--

\[
\frac{(365 \times 24 \text{ hrs.}) - (\text{Total Unavailability hrs. in one year})}{(365 \times 24 \text{ hrs.})}
\]

after assuming service operating hours 24 hours per day for 365 days a year for the life cycle period.

The Lessor would be solely responsible for meeting the laid down Performance Criteria, which shall be further detailed in RFP.

The Lessor shall carry out Integrated Testing and Commissioning of SFC in co-ordination with the Engineer. He shall also carry out all statutory tests necessary for obtaining sanction of Competent/Statutory Authorities. The Lessee shall extend assistance to obtain the statutory approvals.

The Scope of Work for the Lessor shall be detailed in the RFP document.

A2.10 Hand back and/or termination

There shall be provision for the hand back of SFCs or for the early termination of the lease, or both. For example, in the case of a lease containing an early termination provision, the value to the Lessee of the early termination provision will be reflected in the lease terms. The details shall be provided in RFP document.
A3 Eligible Applicants

The EoIs for this Contract will be considered only from those companies, corporation, partnerships, consortia and joint ventures who pass the Initial Eligibility based on submissions with the EOI. Only such eligible applicants will be allowed to participate in the next stage of the project, i.e. RFP.

Each Applicant (each member in the case of a partnership, joint venture or consortium) or any associate is required to confirm and declare with his EOI that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the quoted prices will not include any such amount. If the Lessee subsequently finds to the contrary, the Lessee reserves the right to declare the Applicant as non-compliant, and declare any Contract if already awarded to the Applicant to be null and void.

Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of an EOI will be an offence under laws of India. Such action will result in the rejection of the EOI, in addition to other punitive measures.

The Applicant (including all members of a joint venture) shall not be one of the following:

(i) A firm or an organization which has been engaged by the Lessee to provide consulting services for the preparation related to procurement for or implementation of this project;

(ii) Any association/affiliates (inclusive of parent firm) of a firm or an organization mentioned in subparagraph (i) above.

(iii) A firm or an organization who lends or temporarily secures its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

There are no restrictions on the country of origin of Plant, equipment, materials, and services to be provided under the Contract. However, all Plant, equipment, materials and services shall be to the satisfaction of the Lessee and Engineer. The information regarding all Plant, equipment, materials and services included in the Applicant’s Proposals and incorporated into the Contract Document shall not, in any event, be construed as a submission to the Engineer under the Contract. However, the applicant should note the requirements for indigenisation.

A 3.1 Eligibility of Applicants – Check List

<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Has the Applicant abandoned any work in the last ten (10) years?</td>
<td></td>
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<td>2</td>
<td>Has the Applicant suffered bankruptcy / insolvency in the last ten (10) years?</td>
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<tr>
<td>3</td>
<td>Has the Applicant been debarred by Government of India/any State Government in India/Central or State Government undertaking as on the due date of submission of bid? (Bidder to furnish a specific undertaking to this effect)</td>
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Metro Bhawan, Barakhamba Road, C.P. New Delhi-110001
<table>
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<tr>
<th>DMRC REVISED_EOI 'SFC'</th>
<th>Instructions to Applicants</th>
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</thead>
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<tr>
<td>4</td>
<td>Has the Applicant certified that no agent / middleman has been or will be engaged or any agency commission been or will be paid?</td>
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<tr>
<td>5</td>
<td>Average Annual financial turnover during the last 3 financial years (as applicable in the country of origin), should be at least INR 1722 Million</td>
</tr>
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</table>
| 6                      | Experience of having either successfully financed Project(s) or completed works during last 10 years ending last day of month previous to the one in which applications are invited should be either of the following: -
|                        | a. Three completed project finance/completed works* costing not less than the amount equal to INR 1377 Million. |
|                        | b. Two completed project finance/completed works* costing not less than the amount equal to INR 1722 Million. |
|                        | c. One completed project finance/completed works* costing not less than the amount equal to INR 2754 Million. |
|                        | *Commissioned portion of ongoing / partially completed works shall also be considered. |
| 7                      | Delivery Record for SFC |
|                        | Has the Applicant/Consortium/JV or its member(s), individually or jointly as a member of other Consortia/JV have completed work(s) during last 10 years as on date of submission as given below: |
|                        | "Experience of Supply, Installation, Testing and commissioning of 2 nos. of 15kV and above Static Frequency Converter (SFC) based traction substations and the SFC should be in commercial operation. The Tenderer shall provide a customer reference letter from one of these installations." |
| 8                      | Operation performance for SFC |
|                        | Out of S.No.7 above, at least 1 SFC completed satisfactory, revenue operation for more than 2 years any where. |

Note:

1. 'Ten (10) years'/'Last ten (10) years' means the period of last ten (10) years counted from the twenty eight days prior to 'date for EOI submission'. E.g. say, if date for EOI submission is 20.10.2017, then 'twenty eight days prior to date for EOI submission' will be 22.09.2017 and last ten (10) years would mean from 23.09.2007 to 22.09.2017. In case of postponement(s) in 'date for EOI submission', if any, last ten (10) years would mean from 23.09.2007 to twenty eight days prior to postponed 'date for EOI submission'.
2. A "YES" answer to any question 1, 2 or 3 will disqualify the Applicant.
3. A "NO" answer to any question 4, 5, 6, 7 or 8 will disqualify the Applicant.
4. In the case of a Joint Venture/Consortium each Individual member must qualify individually in the 'Eligibility of Applicants - Check List', except for Criteria at serial number 5 to 8.
4.1 The criteria at S.no. 5 & 6 are applicable for the member providing finance (herein after referred

Metro Bhawan, Barakhamba Road, C.P. New Delhi-110001
as "Financial Institution" (FI) who shall be a part of the individual/JV/Consortium/SPV or by the individual company / applicant.

Financial data for latest last three financial years has to be submitted by the bidder along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant / C.F.A. with his stamp and signature in original.

4.2 The criteria at S.no. 7, 8 are applicable for SFC manufacturer (SFCM) who can participate either as an Individual Company / Applicant OR member of the Individual/JV/Consortium/SPV or as a sub-contractor.

The bidder shall submit details of works executed by them for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature / scope of work, actual completion cost and actual date of completion for such work should be submitted. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S. Certificates for all payments received and copy of final / last bill paid by client shall also be submitted.

5. Not Used in the case of a Joint Venture/Consortium, the evaluation for the criteria at S. No. 5 & 6 will be done in totality (algebraic aggregate of the evaluation of each member) and not as individual member. However for individual firm participating in the criteria is to be done by party alone. Financial data for latest last three financial years has to be submitted by the bidder in along with audited financial statements. The financial data in the prescribed format shall be Certified by the Chartered Accountant / C.F.A. with his stamp and signature in original.

6. The applicant shall declare the lead member of the consortium/JV at EOI stage.

7. Change in the composition of EOI qualified applicant before RFP may be permitted by DMRC at its sole discretion on receipt of specific written request from the qualified Applicant subject to the following conditions:
   a. The new Applicant must qualify the initial eligibility criteria of the Revised EOI, and
   b. There shall be no change in "Lead Member".

8. After completion of 7 (seven) years from the receipt of last SFC, change in composition of the Consortium/JV may be permitted by DMRC at its sole discretion on receipt of specific written request from the Lessor during the Contract period.

9. A 'FI' at EOI Stage can participate independently. However at the RFP Stage, it will have to involve SFCM, either as a member of the Consortium / JV / SPV or as a Sub – Contractor. In such case, the Applicant shall furnish a certificate at EOI Stage that they will include SFCM, who shall qualify the criteria at S. No. 7 & 8 above at RFP Stage. In this case, the answer to questions at S. No. 7 & 8 shall be 'Not Applicable'.

10. Similarly, 'SFCM at EOI Stage can also participate independently. In such case, the SFCM is required to qualify the 'Eligibility Criteria – Checklist' except criteria at S. No. 5 & 6 above at EOI Stage. Also, the Applicant shall furnish a certificate at EOI Stage that they will either include FI(s) by forming a JV / Consortium / SPV or submit the qualifying documents against criteria at S. No. 5 & 6 above at RFP Stage. In this case, the answer to questions at S. No. 5 & 6 shall be 'Not Applicable'.

A3.2 One EOI per Applicant

Each Applicant shall submit only one EOI. If an Applicant submits an EOI in his own name and at the same time participates and submits an EOI as a member of a consortium/joint venture, both applicants will be disqualified. However, a SFC manufacturers can participate either as a member of any JV/Consortium bidding for this EOI or as a sub vendor to other Applicant (s).

A4 Payments to the Lessor

The payment terms shall be detailed in the RFP Document and shall be based on minimum availability as provided in Clause A2.9 of this document. Minimum guaranteed demand etc.

Metro Bhawan, Barakhamba Road, C.P. New Delhi-110001
shall also be included in the RFP document.

A5 Site Visits

The Applicant is advised to visit existing RSSs at Dwarka, Subhash Nagar, Botanical Garden and Indraprastha respectively and examine the facilities available, site and surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the EOI for the proposed Works. The costs of visiting the Site shall be borne by the Applicant. It shall be deemed that the Applicant has undertaken a visit to the site of Works and is aware of the site conditions prior to the submission of the EOI.

The Applicant and any of his personnel will be granted permission by the Lessee to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Applicant, and his personnel, will release and indemnify the Lessee and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

B. EOI Documents

B1 Content of EOI Documents

The EOI Documents, as listed below, have been prepared for the purpose of inviting EOIs for providing SFC on lease basis in the DMRC network Line-3&4 and as more particularly described in these documents.

B1.1 Notice of Invitation to EOI (NIE);
B1.2 Instructions to Applicants (ITA);

The Applicant is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the EOI Submittal will be at the Applicant's own risk. EOIs that are not substantially responsive to the requirements of the Revised EOI Documents will be rejected.

The Applicant shall not make or cause to be made any alteration, erasure or obliteration to the text of the Revised EOI Documents.

B2 Clarification of Revised EOI Documents

B2.1 The Applicant shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Applicant shall inform ED/Electrical-1 CGM/E/RC-2 forthwith for clarification.

B2.2 Should the Applicant for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Revised EOI or Revised EOI Documents, the Applicant shall seek clarification from The Engineer, not later than the "last date of seeking clarification" given in the NIE.

DMRC will respond in writing, to any request for clarification received in writing from Applicants prior to deadline for such clarification or modification in the NIE.

Written copies of the response to the queries will be sent to all prospective applicants. The Response to queries of the prospective Applicants shall be uploaded on the DMRC website without identifying the source of clarifications. All communications between the Applicant and DMRC shall be in writing.

No further clarification questions will be accepted after the "last date of seeking clarifications".

B2.3 Except for any such written clarification by ED/Electrical-1 CGM/E/RC-2 which is expressly

Metro Bhawan, Barakhamba Road, C.P. New Delhi-110001
slated to be by way of an addendum to the documents referred to in paragraph B1 above and/or for any other document issued by the Lessee which is similarly described, no written or verbal communication, representation or explanation by any employee of the Lessee or the Engineer shall be taken to bind or fetter the Lessee or the Engineer under the Contract.

B3. **Amendment of EOI Documents**

B3.1 Applicants are advised that further instructions to Applicants and addenda to the EOI Documents may be issued during the EOI period. The provisions in any such addenda shall take priority over the Invitation to EOI and EOI Documents previously issued. Applicants shall confirm receipt of such documents and list them in the EOI Submittal.

C. **Preparation of EOI**

C1 **EOI Bid Submission Documents**

C1.1 **EOI Pro-forma**

The Applicant shall submit the specified EOI Pro-forma, duly filled in along with the Check sheet enclosed.

The Applicant shall provide EOI Index in his EOI. The EOI Index should indicate where within the EOI, the Applicant has included his responses/comments to the EOI requirements and conditions elaborated in these EOI documents. (Refer Revised EOI Pro-forma in ‘Annexure-I’)

EOIs and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation duly certified by a registered translator. The English version shall prevail in matters of interpretation.

C1.2 **Applicant Details**

State the structure of the applicant’s organization, i.e.

Individual company or firm, Joint Venture or Consortium with their company profile with registration details such as registration certificate etc.

C1.3 **Leader of JV/Consortium (if applicable)**

C1.4 **MoU for JV/Consortium (if applicable)**

Where the Applicant comprises of a consortium or joint venture, the Applicant shall submit the following additional information to meet the initial eligibility criteria:

a. A Memorandum of Understanding/Consortium Agreement, comprising of all the members, shall be provided.

b. Nomination of one of the members of the consortium or joint venture to be in-charge (Leader); and this authorisation shall be covered in the Power of Attorney signed by the legally authorised signatories of all members of consortium or joint venture;

c. Details of the intended percentage participation given by each member shall be provided and reconfirmed and expanded with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

d. The partner in charge (Leader) shall be authorized to incur liabilities, receive payments (if provided for in MoU/Consortium Agreement) and receive instructions for and on behalf of any or all partners of the joint venture/consortium;

e. All partners of the joint venture/consortium shall be jointly and severally responsible for the execution of the Contract in accordance with the Contract terms.
f. Lead partner must have a minimum of 28% participation in JV/Consortium/SPV.

The Applicant shall submit with his EOI full details of his ownership and control or, if the Applicant is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

Indian Applicants, or Indian members of a partnership, joint venture or consortium shall submit, a certified copy of the last 3 years (including the latest Financial Year) income tax return, duly acknowledged by Income Tax department. In case the Indian member of a partnership, joint venture or consortium is a wholly owned 100% subsidiary of their foreign partner in the said joint venture or consortium and this Indian company has been formed less than 3 years ago, the certified copy of the latest Financial Year income tax return (applicable only if company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted.

C1.5 Power of Attorney for each member and for leader, as applicable

The Applicants to qualify for award of Contract shall submit a written power of attorney bearing specimen signatures of the authorised signatories of the EOI to commit each member of the partnership, consortium or joint venture. In case of Foreign Partners, Power of Attorney(s) and Board Resolution/Commercial Register confirming authority on the persons issuing the Power of Attorney for such actions, shall be submitted duly notarized by the notary public of country of origin and should be stamped by Embassy/High Commission. Applicants from Member Countries of Hague convention may submit all these documents with “Apostille” stamp instead of Embassy. In case, bidder is not able to submit the above documents at EOI stage then he shall submit an undertaking as per Annexure – III i.e. Undertaking for submission of document otherwise his bid may be summarily rejected.

C1.6 Documents supporting Initial Eligibility Criteria

Documents in support of checklist provided in Initial Eligibility Criteria, Clauses A3 and A3.1 of this ITA.

C1.7 Financing structure

In order to have a sustainable and technically & financially sound proposal, the lessee shall propose a suitable financial structure for the Applicant.

C1.8 Guarantees and Warranties

The Applicant shall submit full details of the identity of the proposed parties who would respectively provide or issue:

(a) The Performance Guarantee;
(b) Parent company Undertakings;
(c) Parent company Guarantees

At EOI Stage Financial Bank Guarantee such as Performance Guarantee shall not require to be submitted. The submission check sheet is enclosed for reference.

If the Applicant comprises a consortium or joint venture, a parent company of each member or participant will be required to execute the Undertakings and Guarantees referred to in sub-paragraphs (b) and (c) above at RFP stage as per Annexure – III B & C if applicable.

The requisite Undertaking and Guarantee shall be as per format in ‘Annexure – III B & C’.

The Parent Company Guarantee and Parent Company Undertaking are not required during EOI Stage for the companies meeting eligibility criteria based on their own documents / records / credentials. However, Parent Company Guarantee and Parent Company Undertaking will have to be submitted during RFP Stage and an Undertaking regarding this is to be submitted with EOI in the format provided as ‘Annexure – III D’.

C1.9 Currencies of Bid & Payment:

Metro Bhawan, Barakhamba Road, C.P. New Delhi-110001
The Prices shall be quoted by the Bidder in Indian Rupees (INR) only.

C1.10 **Revised** EOI documents (including amendments) duly signed by each member

A form of certificate confirming careful examination of all the contents of **Revised** EOI documents including EOI addenda and signing of all pages of the Applicant’s proposal shall be furnished along with the EOI proposal. It should be submitted by each constituent member in case of a Joint Venture or Consortium, as per ‘Annexure-II’.

C2 **Pre-EOI Meeting**

C2.1 The prospective Applicants or their official representatives are invited to attend a pre-EOI meeting, which will be held on the date, time and location indicated in NIE.

C2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised with respect to this EOI at that stage.

C2.3 The Applicants are requested to submit any questions in writing or by email, to reach the Lessee **before or during** the meeting.

C2.4 Minutes of the meeting, including the text of the questions raised and the responses given, will be transmitted without delay to by mail to all such Applicants, who either attend the Pre-EOI meeting or intimate in writing that they would like to receive the clarifications. Any modification of the EOI documents listed in paragraph B3 which may become necessary as a result of the pre-EOI meeting shall be made by the Lessee exclusively through the issue of an Addendum pursuant to paragraph B4 and not through the minutes of the pre-EOI meeting.

C2.5 Non-attendance at the Pre-EOI meeting will not be a cause for disqualification of an Applicant.

D. **Submission of EOIs**

D1 **Submission Address and Date**

All documents corresponding to "Initial Eligibility" shall be annexed in a separate folder, which shall be a part of the **Revised** EOI. All the envelopes shall be addressed to the Lessee at the following address:

To,

The Managing Director,

Delhi Metro Rail Corporation,

Office of Executive Director/Electrical/Chief General Manager/RC-2

Near Malviya Nagar Metro Station,

Press Enclave Road

New Delhi - 110017

EOIs must be received at the address specified above, not later than the date and time noted in NIE.

D2 **Sealing and Marking of EOI**

D2.1 The Applicant shall submit the EOI Parent Company Guarantee & Undertaking in a separate envelope if applicable. The Applicant shall seal the Original and each copy of the **Revised** EOI in separate envelopes, duly marking the envelopes as "Original", "Copy 1" and "Copy 2".

D2.2 If the envelope is not sealed and marked as above the Lessee will assume no responsibility

Metro Bhawan, Barakhamba Road, C.P. New Delhi-110001
for the misplacement or premature opening of the EOI.

D3 Late or Delayed EOIs

D3.1 EOIs must be received by the Executive/Director/Electrical-I, CGM/E/RC-2, at the address specified above, not later than the date and time noted in NIE. If the due date is declared to be a public holiday due to unforeseen reasons, the EOIs shall be submitted and opened at the same time on the next working day. The Lessee may, at his discretion, extend the deadline for submission of EOIs by issuing an amendment in accordance with paragraph B3, in which case all rights and obligations of the Lessee and the Applicant previously subject to the original deadline will thereafter be subject to the deadline as extended.

D3.2 Any EOI received by the Engineer after the deadline for submission of EOIs stipulated above will be returned unopened to the Applicant.

E. EOI Opening and Evaluation

E1 EOI Opening

E1.1 The EOI will be opened at time and date as specified in NIE in the Office of Executive Director/Electrical-I, Chief General Manager/RC-2, Near Malviya Nagar Metro Station, Press Enclave Road, New Delhi - 110017. The Applicants are allowed to be present at the time of opening.

The Lessee shall prepare a record of the opening that shall include, as a minimum: the name of the Applicant. The Applicants' representatives who are present shall be requested to sign the record. The omission of an Applicant's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Applicants.

E2 Clarification of EOIs from Applicants

To assist in the examination, evaluation and comparison of EOIs, the Lessee may, at his discretion, ask any Applicant for clarification of his EOI. The request for clarification and the response shall be in writing or by facsimile, but no change in the substance of the EOI shall be sought, offered or permitted. The Lessee may call for a meeting with the Applicants in this regard. The minutes of the meeting, if held, with any applicant shall be recorded and acknowledgement obtained from the concerned applicant.

E3 Determination of Responsiveness

E3.1 The Lessee will determine whether each EOI:

(i) Has been properly signed; and

(ii) Meets the Initial Eligibility Criteria - The Lessee will evaluate the eligibility and acceptability based on Initial Eligibility criteria indicated in these documents.

A 'NO' answer to any of the above item will disqualify the EOI.

E4 Intimation of Evaluation of EOI

E4.1 RFP document shall be issued to only such applicants, who qualify based on E3.1 above.

E4.2 Applicants may note that pursuant to their qualification in the 'Initial Eligibility Criteria', in case the Applicant (applies to each individual member in case of a Joint Venture/Consortium) is debarred/blacklisted by Government of India/State

Metro Bhawan, Barakhamba Road, C.P. New Delhi-110001
Government/Government undertaking after the due date of submission of EOI but before the evaluation of RFP document to be issued separately. They shall inform the same to DMRC in writing within 5 working days of issue of such debarment, failing which it will be considered that the applicant has willfully concealed the information and the applicant shall be solely responsible for all implications that may arise in accordance with the conditions of this EOI. Any such debarment will result in disqualification of the Applicant and the RFP document of such Applicant shall be returned unopened.

F Claims, Disputes, Conciliation and Arbitration

If the Lessor / Supplier / Manufacturer intends to claim any additional payment under any clause of these Conditions or otherwise, the Lessor / Supplier / Manufacturer shall give notice to the Lessee as soon as possible and in any event within 28 Days of the start of the event giving rise to the claim.

If the Lessor / Supplier / Manufacturer fails to comply with the above para, he shall not be entitled to claim any additional payment.

All the disputes shall be settled through two stage dispute resolution under “The Arbitration and Conciliation Act – 1996” and amended by the Arbitration & Conciliation (Amendment) Act, 2015.

Further, where recourse to a Court is to be made in respect of any matter, the Lessor / Supplier / Manufacturer agree to the sole jurisdiction of courts in Delhi / New Delhi.
### CHECK SHEET FOR EXPRESSION OF INTEREST FOR SFCs OF LINE – 3 & 4 SUBMISSIONS

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Annexure</th>
<th>Description</th>
<th>Submitted</th>
<th>Submitted on Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annexure - I</td>
<td>Application for Initial Eligibility</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>2</td>
<td>Annexure - I</td>
<td>Letter of Participation and General information from each member Letter of Participation &amp; General of a Joint Venture/Consortium</td>
<td></td>
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<tr>
<td>3</td>
<td>Annexure - II</td>
<td>Certificate confirming careful examination of all the contents of EOI documents and signing of all pages of Applicant’s proposal</td>
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</tbody>
</table>
| 4     | Annexure - III| A. Undertaking for submission of Document  
B. Format of Parent Company Undertaking  
C. Format of Parent Company Guarantee  
D. Undertaking for Submission of Parent Company Undertaking & Guarantee |           |                       |
| 5     | -            | Memorandum of Undertaking  
Or  
JV/Consortium Agreement                                                                                                                                                                                      |           |                       |
| 6     | -            | Power of Attorney                                                                                                                                                                                             |           |                       |
| 7     | -            | Certified copy of the last 3 years Income                                                                                                                                                                     |           |                       |

Metro Bhawan, Barakhamba Road, C.P. New Delhi-110001
|   |   | Tax Return, duly acknowledge by Income Tax Department for Indian Applicant/Indian Member  
Or  
Certified copy of latest Financial year Income Tax Return (only in case company was formed more than a year ago) duly acknowledged by Income Tax Department |
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<tr>
<td>8</td>
<td>-</td>
<td>Undertaking from Applicant regarding non-abandonment in the last ten (10) years</td>
</tr>
<tr>
<td>9</td>
<td>-</td>
<td>Undertaking from Applicant to confirm bankruptcy/insolvency in last (10) years</td>
</tr>
<tr>
<td>10</td>
<td>-</td>
<td>Undertaking from Applicant to confirm non-debarment by Government of India/any State Government in India/Central/State undertaking as on the due date of submission of bid</td>
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<tr>
<td>11</td>
<td>-</td>
<td>Documents to ascertain Average Annual Financial Turnover during the last 3 financial years</td>
</tr>
<tr>
<td>12</td>
<td>-</td>
<td>Documents to ascertain Experience of financed project(s)/works during last 10 years ending last day of month previous to the one in which applications are invited</td>
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<tr>
<td>13</td>
<td>-</td>
<td>Documents to ascertain delivery record for SFCs</td>
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<tr>
<td>14</td>
<td>-</td>
<td>Documents to ascertain operation performance for SFCs</td>
</tr>
<tr>
<td>15</td>
<td>-</td>
<td>Guaranties and Warranties as per Clause C1.8 of ITA</td>
</tr>
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</table>

SIGNATURE OF APPLICANT

*In case of a joint venture or consortium, to be submitted by each constituent member*
REVISED EXPRESSION OF INTEREST (EOI) FOR PROVIDING STATIC FREQUENCY CONVERTERS ON LEASE BASIS FOR LINE-3&4 OF DELHI METRO RAIL CORPORATION LTD.

Annexure-I

REVISED EOI ‘SFC’

EOI Pro-Forma
PRO-FORMA LETTER OF APPLICATION (on Firm's Letter Head)

The Managing Director,
Delhi Metro Rail Corporation Ltd.,
Metro Bhawan,
Fire Brigade Lane,
Barakhamba Road,
New Delhi 110001,
India.

(Applicant to provide date and reference)

APPLICATION FOR INITIAL ELIGIBILITY

Revised EOI 'SFC'

Dear Sir,

We hereby make application for Initial Eligibility as an applicant for providing 4 nos. SFC on lease basis for the DMRC Line-3 & 4 Network and maintaining these SFCs during their life cycle against payment of lease / rental charges by DMRC on the basis of hourly availability of SFCs.

In support of the application we submit herewith one original and two copies of the required documents.

(In the case of other than a sole proprietorship firm add the following paragraph)

A Power of Attorney to sign and submit this letter is attached.

(In the case of a joint venture/consortium add the following paragraph)

This application is submitted on behalf of a joint venture/consortium (applicant to delete as appropriate) comprising ........................................... (Applicant to state the names of each member) ........................................... and of which .................. (Applicant to insert name of leading member of joint venture/consortium) has agreed to act as leader. Each member has prepared a statement of participation in relation to this application and these are enclosed herewith.

Yours faithfully,

............................... (signature)

Name of signatory: ...........................................
Capacity of signatory: ...........................................
Name and address of applicant (or of leader if applicant is a Joint Venture/Consortium)
PRO-FORMA LETTER OF PARTICIPATION FROM EACH MEMBER OF A
Joint Venture/Consortium
(On Letter Head of each Firm)

The Managing Director,
Delhi Metro Rail Corporation Ltd.,
Metro Bhawan,
Fire Brigade Lane,
Barakhamba Road,
New Delhi 110001,
India.

(Applicant to provide date and reference)

APPLICATION FOR INITIAL ELIGIBILITY
Revised EOI ‘SFC’

Dear Sir,

We wish to confirm that our company/firm (delete as appropriate) has formed/intends (delete as appropriate) to form a Joint Venture/Consortium with .................. (Member to insert names of all other members of the group) for purposes associated with EOI SFC.

(Members who are not the lead member of the Joint Venture/Consortium should add the following paragraph).

The Joint Venture/Consortium is led by (member to insert name of lead member) whom we hereby authorise to act on our behalf for the purposes of applying for Initial Eligibility.

(The lead member of the Joint Venture/Consortium should add the following paragraph)

In this Joint Venture/Consortium we act as leader and, for the purposes of applying for Initial Eligibility, represent the group.

In the event of our Joint Venture/Consortium being invited to tender for EOI SFC, we agree to be jointly (with other members of our Joint Venture/Consortium) and severally liable to the Delhi Metro Rail Corporation Ltd. (DMRC), its successors and assigns for all obligations, duties and responsibilities arising from or imposed by any contract subsequently entered into between the DMRC and our Joint Venture/Consortium.

Yours faithfully,

(Signature) ............................................................

(Name of Signatory) ..................................................

(Capacity of Signatory) ............................................
GENERAL INFORMATION & JOINT VENTURE DATA

Notes:
1. Each page of the Questionnaire and contents of Sections shall be signed by the Applicant.
2. This entire Questionnaire pro-forma, shall be completed in all respects.
3. Questionnaire pro-forma relating to the various sections shall be incorporated in the respective sections.
4. In the box \[ Y \] \[ N \] ‘Y’ denotes Yes and ‘N’ denote No. Please tick mark \( \checkmark \)
   Whichever is applicable or write Yes or No explicitly, as the case may be.

PRO-FORMA SECTION 1 - GENERAL

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<tbody>
<tr>
<td>1.</td>
<td>Name of the EOI: SFC</td>
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<tr>
<td>2.</td>
<td>Title of EOI: SFC for Line – 3 &amp; 4 of DMRC</td>
</tr>
<tr>
<td>3.</td>
<td>State the structure of the applicant’s organisation (applicants to complete/delete as appropriate): Individual company or firm. Legal name of each partner with percentage participation.</td>
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<tr>
<th>S. N.</th>
<th>Legal Name of JV / Consortium / SPV</th>
<th>% Participation</th>
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State the structure of the applicant's organisation (applicants to complete/delete as appropriate)
- Individual company or firm
- Joint venture
- Partnership
- Consortium
- Other (please specify)

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<td>4.</td>
<td>For applicants who are individual companies or firms, state the following:</td>
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<tr>
<td></td>
<td>Name of Company or firm: ........................................................................</td>
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<td>Legal status: (e.g. incorporated private company, unincorporated business, etc.)</td>
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<td>........................................................................</td>
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<td>Registered address: ........................................................................</td>
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<td></td>
<td>Principal place of business: ............................................................</td>
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<td></td>
<td>Country of incorporation or domicile: ...............................................</td>
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<td></td>
<td>Contact person: ................................................................................</td>
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<td></td>
<td>Contact person’s title: .....................................................................</td>
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<td></td>
<td>Address, telephone and facsimile number of contact person: ...............</td>
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<tr>
<td>5.</td>
<td>For applicants who are in joint venture, partnership, consortium or other association. State the following:</td>
</tr>
</tbody>
</table>
### Names of members (lead member first):
(1)
(2)
(3)
(etc)

### Legal status:

### Registered address & principal place of business:

### Country of Incorporation or Domicile:

### Contact person (from lead member):

### Contact person's title:

### Address, telephone, and facsimile number of contact person:

6. For the applicant, (in case of group, for each constituent member), state the following information:
   - Date of incorporation of organisation.
   - Names and Titles of Directors or partners.
   - Does the company or firm have an office or branch office in India? If so, provide address(es)
   - (Applicants are to present this information on sheets which are to be clearly referenced as being in response to this Question 6.)

7. Does your company (in case of a group, each constituent member) combine the functions of a designer with those of manufacturer? Please elaborate.

8. In case of international applicants, is an Indian partner experienced in an appropriate discipline, a member of the Group?
   - If Yes, provide list of disciplines / products.

### PRO-FORMA SECTION 2

9. Does Section 2 contain Power of Attorney which empowers the person or persons to sign and submit the letter of application on behalf of the applicant and, if applicable, the statements of participation on behalf of all Constituent members of the group?

10. In the case of an incorporated applicant (or constituent members who are incorporated) does Section 2 contain copies, in English, of the Memorandum and Articles of Association or equivalent expression of corporate capacity?

11. In the case of applications from groups, does Section 2 contain statements of participation in the form appearing in the Appendix-3 to the Form Of tender for each member?
   - In the case of groups have you enclosed a MOU signed by each member that they will be jointly and severally responsible for the entire
12. In the case of applications from groups, does Section 2 contain copies of the MOU, group agreements or other documents establishing or intending to establish the formation of such a group?  

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<th>Y</th>
<th>N</th>
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13. In the case of applications from groups, does Section 2 contain details of:
- Proposed equity participation by each constituent member for the proposed work?
- Areas of specialization / responsibility of each member for the proposed work?
- Extent of participation (including deployment of major plant items and key personnel) by each member for the proposed work?

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Name of Financial Institution – ____________________________ (Member providing Finance)
Name of SFC’s Manufacturer – ____________________________ (Member manufacturing SFC’s)

Yours faithfully,

(Signature) .................................................................

(Name of Signatory) ......................................................

(Capacity of Signatory) .................................................
REVISED EXPRESSION OF INTEREST (EOI) FOR PROVIDING STATIC FREQUENCY CONVERTERS ON LEASE BASIS FOR LINE-3&4 OF DELHI METRO RAIL CORPORATION LTD.

Annexure-II
Revised EOI ‘SFC’

FORM OF CERTIFICATE CONFIRMING CAREFUL EXAMINATION OF ALL THE CONTENTS OF EOI DOCUMENTS AND SIGNING OF ALL PAGES OF APPLICANT’S PROPOSAL
FORM OF REVISED EOI
FORM OF CERTIFICATE CONFIRMING CAREFUL EXAMINATION OF ALL THE CONTENTS OF EOI DOCUMENTS AND SIGNING OF ALL PAGES OF APPLICANT'S PROPOSAL

This is to certify that we, M/s. [*Name of the company]* have carefully examined all the contents of the EOI documents including EOI Addenda (if any) and all the pages of our proposal have been signed and stamped (by each constituent member in case of a Joint Venture or Consortium).

SIGNATURE OF APPLICANT

*In case of a joint venture or consortium, to be submitted by each constituent member.*
<table>
<thead>
<tr>
<th>Item</th>
<th>Suggestion including Qualification, Deviation, etc. to be considered by DMRC while preparing RFP for the work</th>
<th>Remarks</th>
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</table>

SIGNATURE OF APPLICANT

*In case of a joint venture or consortium, to be submitted by each constituent member.
REVISED EXPRESSION OF INTEREST (EOI) FOR PROVIDING STATIC FREQUENCY CONVERTER (SFC) ON LEASE BASIS FOR LINE-3&4 OF DELHI METRO RAIL CORPORATION LTD.

Annexure – III
EOI 'SFC'

III A. UNDERTAKING FOR SUBMISSION OF DOCUMENTS

III B. PARENT COMPANY UNDERTAKING
&

III C. PARENT COMPANY GUARANTEE
&

III D. UNDERTAKING FOR SUBMISSION OF PARENT COMPANY UNDERTAKING & GUARANTEE
III A. UNDERTAKING FOR SUBMISSION OF DOCUMENTS

(Refer Clause C1.8 of ITA)

The certified copy of the Power of Attorney(s) and Board Resolution of all the members are being submitted with the Bid Proposal.
Further, we hereby confirm to submit following documents

(i). The Power of Attorney and Board Resolution for the foreign applicant as required under clause C1.5 of the Instructions To Bidder shall be submitted duly notarized by the notary public of origin and stamped by Embassy / High Commission OR with 'Apostille' stamp instead of stamping by Embassy / High Commission before signing of the contract.

(ii). Memorandum of Understanding (MOU) / Consortium Agreement signed by all the members / Participants submitted with the Bid shall be got duly registered in India before signing of the contract.

Note: - Strike through if not applicable

Company Name

Name

Signature ___________________________ Date: ____________

Postal Address ___________________________

E-Mail ID ___________________________

Phone ___________________________ FAX ___________________________

Company Seal:

*In case of a joint venture or consortium, to be submitted by each constituent member.
III B. PARENT COMPANY UNDERTAKING

(Refer Clause C1.8 of ITA)

THIS UNDERTAKING is made the day of

BY [ ] [whose registered office is at][of ] [ ] ("the Parent Company").

TO The DELHI METRO RAIL CORPORATION LIMITED together with its successors and assigns, ("the Employer") of:

Metro Bhawan,
Fire Brigade Lane
Barakhamba Road,
New Delhi 110001,
India.

WHEREAS

(A) By a Contract [ ] dated [ ] ("the Contract") made between (1) the Delhi Metro Rail Corporation Limited (" the Employer") and (2) [ ] ("the Contractor") the Contractor has agreed to execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of an undertaking in the terms hereof.

(C) The Parent Company is the beneficial owner of [ ]% [see Note 1] of the issued share capital of [the Contractor] [see Note 2].

(D) At the request of the Contractor, the Parent Company has agreed to provide this undertaking.

NOW IT IS HEREBY UNDERTAKEN AND AGREED as follows:

1. In consideration of the Employer entering into the Contract with the Contractor, the Parent Company hereby undertakes to the Employer that:-

   (a) the parent company will inform the employer in the event that it sells, transfers, assigns or otherwise disposes of or deals with the ownership of the whole or any part of the shareholding or other interests in the subsidiary (the Contractor) of the parent company; and

   (b) In case of transfer of ownership / control of the subsidiary or of the Parent Company, an updated parent company guarantee and parent company undertaking will be provided from the new Holding / Parent Company.

   (c) not take any action which may result in the Contractor being unable to comply with his obligations or perform in any way his duties under the Contract [or take any action which may result in [the subsidiary forming part of the Contractor] [see Note 3] being unable to comply with his obligations or perform in any way his duties under the [joint
venture or other relevant agreement) [see Note 6] without the written consent of the Employer.

(d) To provide full technical support including providing support with available patent rights, registered design, copyright, design, trademark, trade name, know how or other intellectual property right to our subsidiary during currency of the contract which may be deemed necessary to successfully comply with all obligations under this contract and for the Service Life of System / Equipment until such time as the Works shall have been completed, all the Contractor’s obligations under the Contract shall have been performed and the Maintenance and Defects Liability Period (as defined in the Contract) for the whole and every part of the Works shall have elapsed and further that it will ensure that the subsidiary forming part of the Contractor will take all steps necessary to ensure [see Note 6] compliance by the Contractor with the provisions of the Contract.

2. The obligations of the Parent Company under this Undertaking shall remain in full force and effect and shall not be affected or discharged in any way and the Parent Company hereby waives notice of:-

(a) any suspension of the Works, variation or amendment to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor’s obligations [and/or the obligations of

[ ] [see Note 7];

(b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;

(b) the termination of the Contract or of the employment of the Contractor [and/or

[ ] [see Note 7] under the Contract for any reason;

(d) any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and/or [ ] [see Note 7] or negligence by the Employer in enforcing any such right of action or remedy;

(e) any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and/or [ ] [see Note 7] under the Contract or any release or waiver thereof.

3. This Undertaking shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or [ ] [see Note 7] and for the avoidance of doubt the Parent Company hereby authorises the Employer and the Contractor [and/or [ ] [see Note 7] to make any such amendment, variation or supplemental agreement.
4. All documents arising out of or in connection with this Undertaking shall be served:

(a) upon the Employer, at [_________] marked for the attention of [_________];

(b) upon the Parent Company, at [_________] India. [Note 8]

5. The Employer and the Parent Company may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.

6. This Undertaking shall be governed by and construed according to the laws for the time being in force in India and the Parent Company agrees to submit to the jurisdiction of the courts of Delhi / New Delhi.

IN WITNESS whereof this Undertaking has been executed as a deed on the date first before written.

THE COMMON SEAL of

[_________]

was affixed hereto

in the presence of:

[_________]

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

1. If the Parent Company is not the immediate parent company, the chain of ownership must be recited, identifying each company in the chain and the shareholdings or other interests in each subsidiary.

2. If the Contractor comprises more than one company, that fact and the joint venture or other relevant agreement must be recited. In such case, insert the name of the subsidiary forming part of the joint venture, partnership or consortium, and in respect of which the parent company undertaking is being given.

3. If Note 2 applies, refer to the subsidiary of the Parent Company and not the Contractor.

4. If Note 1 applies, use this alternative.

5. If Note 1 applies, add this provision.

6. If Note 2 applies, add this provision.

7. If Note 2 applies, add this provision and insert the name of the subsidiary.

8. The address for service shall be India.
III C. PARENT COMPANY GUARANTEE

(Refer Clause C1.8 of ITA)

THIS GUARANTEE is made on the ........... day of ................................ between

(1) ........................................ whose registered office is at ........................................ and
(2) ........................................ whose registered office is at ........................................
("the Guarantor").

(2) The DELHI METRO RAIL CORPORATION LIMITED (together with its successors and
assigns, "the Employer") of:

Metro Bhawan,
Fire Brigade Lane,
Barakhamba Road,
New Delhi 110001, India.

WHEREAS

(A) By a contract [NO.] dated [...............................] ("The Contract") made
between (1) the Delhi Metro Rail Corporation Limited ("the Employer") and
(2) ........................................ ("the Contractor"), the Contractor has agreed to
design, execute, complete and remedy any defects in the Works upon the terms and
conditions contained in the Contract.

(B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of a
guarantee in the terms hereof. [see Note 1].

(C) At the request of the Contractor, the Guarantor has agreed to guarantee performance of the
Contract by the [Contractor] [see Note 2] as set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the Employer entering into the Contract with the Contractor, the Guarantor
irrevocably and unconditionally guarantees to the Employer as a primary obligation and not as
a surety due performance by the [Contractor] [see Note 2] of all of its obligations and liabilities
under and in accordance with the Contract save that nothing herein shall be construed as
imposing greater obligations or liabilities on the Guarantor than are imposed on the
[Contractor] [see Note 2] in the Contract.

2. The obligations of the Guarantor under this Guarantee shall remain in full force and effect and
shall not be affected or discharged in any way by and the Guarantor hereby waives notice of:-

(a) any suspension of the Works, variation to or amendment of the Contract (including
without limitation extension of time for performance) or any concession or waiver by
the Employer in respect of the Contractor's obligations [and/or the obligations of [ ]
[see Note 3] under the Contract;
(b) any provision of the Contract being or becoming illegal, invalid, void, voidable or
unenforceable;
(c) the termination of the Contract or of the engagement of the Contractor [ and / or
[................................. ]] [see Note 3] under the Contract for any reason;
(d) any forbearance or waiver of any right of action or remedy the Employer may have
against the Contractor [ and / or [...............................]] [see Note 3] or
negligence by the Employer in enforcing any such right of action or remedy,
(e) any bond, undertaking, security or other guarantee held or obtained by the Employer
for any of the obligations of the Contractor [ and/or [...............................]] [see Note 3]
under the Contract or any release or waiver thereof.

3. This Guarantee shall extend to any variation of or amendment to the Contract and to any
agreement supplemental thereto agreed between the Employer and the Contractor [and/or [ ]]
[see Note 3] and for the avoidance of doubt the Guarantor hereby authorises the Employer
and the Contractor [and/or [ ]] [see Note 3] to make any such amendment, variation or
supplemental agreement.

4. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations
and liabilities of the [Contractor] [see Note 2] under the Contract and remain in full force and
effect until all the said obligations and liabilities of the Contractor shall have been carried out,
completed and discharged in accordance with the Contract. This Guarantee is in addition to
any other security which the Employer may at any time hold and may be enforced without first
having recourse to any such security or taking any steps or proceedings against the
Contractor.

5. Until expiry of the Maintenance and Defects Liability Period (as defined in the Contract) for
the whole and every part of the Works, the Guarantor shall not on any ground whatsoever
make any claim or threaten to make any claim whether by proceedings or otherwise against
the Contractor [and/or [ ]] [see Note 3] for the recovery of any sum paid by the Guarantor
pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or
otherwise) which the Employer may have against the Contractor [and/or [ ]] [see Note 3]
[arising out of or in connection with the Contract until such time as such claims
shall be satisfied by the Contractor [and/or [ ]] [see Note 3] or the Guarantor as the case may
be. To that extent the Guarantor shall not claim or have the benefit of any security which the
Employer holds or may hold for any monies or liabilities due or incurred by the Contractor
[and/or [ ]] [see Note 3] to the Employer and, in case the Guarantor receives any sum from
the Contractor [and/or [ ]] [see Note 3] in respect of any payment by the Guarantor hereunder,
the Guarantor shall hold such sum in trust for the Employer for so long as any sum is payable
(contingently or otherwise) under this Guarantee.

6. The Employer shall be entitled to assign the benefit of this Guarantee at any time without the
consent of the Guarantor or the [Contractor] [see Note 2] being required.

7. All documents arising out of or in connection with this Guarantee shall be served:
(a) upon the Employer, at [...............................] marked for the attention of
[...............................];
(b) upon the Guarantor, at [...............................] India. [Note 4]

8. The Employer and the Guarantor may change their respective nominated addresses for
service of documents to another address in India but only by prior written notice to each other.
All demands and notices must be in writing.

9. This Guarantee shall be governed by and construed according to the laws for the time being
in force in India and the Contractor agrees to submit to the jurisdiction of the courts of India.
IN WITNESS whereof this Guarantee has been executed as a deed on the date first before written.

THE COMMON SEAL
off[.................................]

was affixed hereto in the
presence of -

Notes (for preparation of but not inclusion in the engrossment of this Guarantee)
1. If the Contractor comprises more than one company, that fact, the joint venture or other relevant agreement and the relationship of the Guarantor to its subsidiary forming part of the Contractor must be recited.

2. If Note 1 applies, replace the word "Contractor" with name of the subsidiary being guaranteed.

3. If Note 1 applies, add additional wording and insert the name of the subsidiary being guaranteed.

4. The address for service shall be in India.
III D. UNDERTAKING FOR SUBMISSION OF PARENT COMPANY UNDERTAKING & PARENT COMPANY GUARANTEE - SFC
(Refer Clause C1.8 of ITA)

Name of Consortium / JV / SPV :-

Name of Member / Firm :-

Role / Brief Scope of Work :-

The details of our parent company / companies are as under :-

We are fully competent to qualify on our own credentials.

Further, we hereby confirm to submit following documents during Request For Proposal (RFP) Stage :-
(i). Parent Company Undertaking as required under Clause C1.8 of Instructions to Applicant as per "Annexure - III B."
(ii). Parent Company Guarantee as required under Clause C1.8 of Instructions to Applicant as per "Annexure – III C."

Company Name
Name
Signature
Date
Postal Address
E-Mail ID
Phone
FAX

*In case of a joint venture or consortium, to be submitted by each constituent member.