



Bharat Heavy Electricals Limited

Invites

EXPRESSION OF INTEREST

FOR

STRATEGIC TIE-UP WITH MECHANICAL CONSORTIUM PARTNER

FOR

MRVC Tender

FOR

Procurement cum Maintenance of MRVC Vande Metro Trainsets

Issued by:

Bharat Heavy Electricals Limited, having registered office at

BHEL House, Siri Fort New Delhi-110049 and

also office at

TBSG, Industry Sector, 7th floor, Integrated Office Complex, Lodhi Road,

NEW DELHI-110 003, INDIA

(hereinafter referred to as 'BHEL')

DISCLAIMER

The information contained in this Expression of Interest (Eol) document provided to the Applicant(s), by or on behalf of Bharat Heavy Electricals Limited (BHEL) or any of its employees or advisors, on the terms and conditions set out in this Eol document and all other terms and conditions subject to which such information is provided.

1. The purpose of this Eol document is to provide the Applicant with information to assist the formulation of their proposal. This Eol document does not purport to contain all the information each Applicant may require. This Eol document may not be appropriate for all persons, and it is not possible for BHEL, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Applicant who reads or uses this Eol document. Each Applicant should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Eol document and where necessary obtain independent advice from appropriate sources.
2. BHEL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Eol document.
3. BHEL may, in its absolute discretion, but without being under any obligation to do so, modify, amend or supplement the information in this Eol document.
4. The issue of this Eol does not imply that BHEL is bound to select and shortlist any or all the Applicant(s). Even after selection of suitable Applicant, BHEL is not bound to proceed ahead with the Applicant and in no case be responsible or liable for any commercial and consequential liabilities in any manner whatsoever.
5. The Applicant shall bear all costs associated with the preparation, business/technical discussions/presentation and submission of response against this Eol. BHEL shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the Eol process.
6. Canvassing in any form by the Applicant or by any other Contractors on their behalf shall lead to disqualification of their Eol.
7. Notwithstanding anything contained in this Eol, BHEL reserves the right to accept or reject any application and to annul the Eol process and reject all applications, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons, thereof. In the event that BHEL rejects or annuls all the applications, it may at its discretion, invite all eligible Applicants to submit fresh applications.
8. BHEL reserves the right to disqualify any applicant during or after completion of Eol process, if it is found there was a material misrepresentation by any such applicant or the applicant fails to provide within the specified time, supplemental information sought by BHEL.
9. BHEL reserves the right to verify all statements, information and documents submitted by the applicant in response to the Eol. Any such verification or lack of such verification by BHEL shall not relieve the applicant of his obligations or liabilities hereunder nor will it affect any rights of BHEL.

1.0 INTRODUCTION

- 1.1 This Expression of Interest (Eol) seeks response from interested Party/Respondent who are willing to work in consortium with BHEL in bidding of the MRVC (**“Authority”**) e-tender No. MRVC/G/IIIA/RS/101/R1 for Procurement cum Maintenance of Vande Metro Trainsets in India as per scope listed below and shall implement the project i.e. Procurement Cum Maintenance Agreement in Consortium Mode or by forming the Special Purpose Vehicle if tender is awarded to BHEL – Partner(s) Consortium
- Design, development, manufacture, supply, testing and commissioning of 2856 Cars in configuration of 12/15/18-Car Air-Conditioned Vande Metro (Suburban) Rakes (**“Vande Metro Rakes”**) conforming to the Specifications and Standards set forth in Schedule-A and in accordance with the provisions of this Agreement;
 - Setting up/construction of new maintenance depots at Bhivpuri in Central Railway and Vangaon in Western Railway (**“New Maintenance Depots”**) for comprehensive maintenance of the Vande Metro Rakes, on Developed Land provided by the Authority. Access to such Developed Land shall be provided by the Authority on a right of way basis for the purpose of and to the extent conferred by the provisions of this Agreement. The Technology Partner shall set up all infrastructure/facilities in the New Maintenance Depots to fulfil and perform the comprehensive Maintenance Obligations of the Vande Metro Rakes as per this Agreement and as per Good Industry Practices. The New Maintenance Depots shall have the capacity to cater to major overhauling schedules such as heavy repair of Vande Metro Rakes and to undertake minor Scheduled Maintenance/Unscheduled Maintenance as per the operational requirement.
 - Equipping the existing Electric Multiple Unit (**“EMU”**) Carsheds at Mumbai Central, Kandivali and Virar in Western Railway and Kurla, Kalva & Sanpada in Central Railway, by setting up special tools, M&Ps and T&Ps, exclusively required for minor Scheduled Maintenance and Unscheduled Maintenance of Vande Metro Rakes for their codal life of 35 (thirty five) years, so as to fulfil and perform the Maintenance Obligations of the supplied Vande Metro Rakes as per this Agreement and Good Industry Practices. The upgradation of the available existing infrastructure and facilities at the existing EMU Carsheds to meet the requirements of maintenance of the Vande Metro Rakes shall be undertaken by the Authority.
 - Comprehensive maintenance of the supplied Vande Metro Rakes for the codal life of 35 (thirty five) years, in accordance with the provisions of this Agreement and Good Industry Practices.
 - Supply, installation, testing, commissioning, maintenance and operation of Training Facilities including motion-based driving simulator at the New Maintenance Depots at Bhivpuri in Central Railway and Vangaon in Western Railway for training of operating and maintenance manpower of the Authority/Railway. A training and lodging facility with the capacity to accommodate not less than 50 (fifty) operating and maintenance personnel at any given time, shall be established at each New Maintenance Depot; and
 - Any other obligations to meet the above Scope of the Agreement, either implied or deemed necessary, as per the Agreement, and to undertake other duties, obligations, responsibilities and liabilities applicable to the Technology Partner under this Agreement.
- 1.2 The Authority reserves the right, at its sole discretion, to either award the entire Project to a single Selected Bidder or to split the number of Vande Metro Rakes to be supplied as part of the Project and award it to two Selected Bidders), of i.e. 1715 Cars for L1 bidder and 1141 Cars for L2 bidder, in accordance with the provisions set forth in the Bidding Document and the Agreement (**“Contracted Quantity Split Option”**).



2.0 ABOUT BHEL

Bharat Heavy Electricals Limited (BHEL) is a Central Public Sector Enterprise, wherein Government of India is holding 63.17% of its equity. One of the largest engineering and manufacturing companies of its kind in India having a turnover of around USD 3 billion. The company is engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable Energy, Oil & Gas and Defence with over 180 product offerings to meet the needs of these sectors.

Since its inception in 1964, BHEL has been the solid bedrock of evolution of India's Heavy Electrical Equipment industry. BHEL has a mammoth 20,000 MW per annum capability for manufacturing power generation equipment. With a widespread network of 16 manufacturing facilities, 2 repair units, 4 regional offices, 9 service centers, 4 active joint ventures, 15 regional marketing centres, and current project execution at numerous project sites across India and abroad, BHEL manufactures a wide range of high quality & reliable products adhering to national and international standards.

With key focus on project execution, the worldwide installed base of power generating equipment supplied by BHEL has exceeded 185 GW. BHEL's equipment that account for about 56% of the country's total generation from thermal utility sets (coal and lignite based), stand a testimony to its valuable contribution towards nation building. BHEL's global competitiveness has established its footprint in all the inhabited continents with references in 93 countries.

The high level of quality & reliability of BHEL products is a testimony to its adherence to international standards by acquiring and adapting some of the best technologies from leading companies in the world including General Electric, Siemens AG, Mitsubishi Heavy Industries Ltd. etc., together with technologies developed in its own R&D centres. BHEL invests more than 2.4% of turnover on R&D and innovation.

BHEL has been designing and manufacturing rolling stock for rail and urban transportation. BHEL has also been manufacturing Motors, Power electronics and Controllers for various transportation applications at its various factories.

In transportation sector, BHEL is into the manufacture of complete electric and diesel electric locomotives and electrical assemblies/components including traction motors, traction transformers, power & auxiliary converters and controls, gear wheels etc. We are a regular supplier of propulsion equipment of ACEMU/MEMU. India's first air-conditioned ACEMU train operational in Mumbai is equipped with BHEL's electrics and propulsion system.

At our Jhansi plant, we manufacture complete Electric Locomotives upto 6000 HP rating for mainline application of Indian Railways, Diesel Electric Locomotives from 350 HP to 3250 BHP rating. Till date, we have supplied cumulatively more than 800 nos. of main line electric locomotives to Indian Railways and diesel electric locomotives for shunting operations to various industries.

Our Jhansi plant have an installed capacity of 75 nos. locomotives per year. At Jhansi, we have complete state-of-the-art facilities for manufacturing, fabrication and testing of bogies, loco shells, under frames and other mechanical components of locomotives. We have recently developed India's first state-of-the-art WAG7 Electric Locomotive with regenerative capabilities. We have also developed India's first Traction Motor for 9000HP Electric Locomotives.

Among electrical propulsion equipment, we manufacture and supply traction motors, traction transformers, power converters (IGBT) & controls, auxiliary converters (IGBT) and vehicle control units for electric locomotives, diesel electric locomotives, EMUs, DEMUs & and metros trains of Indian Railways. Our manufacturing range includes complete solutions for ACEMU/MEMU, IGBT based 3-phase drive equipment up to 6000HP rating. BHEL has also been in the forefront of providing maintenance and spares/replacement support to Indian Railways for their locomotive fleet. We have full-fledged service department located at major centres in the country.



**Expression of Interest (Eoi) for Strategic-tie up with
Mechanical Consortium Partner for MRVC Project**

Transportation Business and Systems Group

BHEL in partnership with M/s Titagarh Rail Systems limited is currently executing the Vande Bharat Sleeper Trainset project, which involves the supply of 80 trainsets, their maintenance for 35 years, and the upgradation of two maintenance depots and one manufacturing unit.

More details about the entire range of BHEL's products and operations can be obtained by visiting our web site www.bhel.com.



3.0 PURPOSE

- 3.1 The Mumbai Rail Vikas Corporation (MRVC), a PSU of Govt' of India, Ministry of Railways have invited bids for Procurement cum Maintenance of 2856 Cars in configuration of 12/15/18-Car Air-Conditioned Vande Metro (Suburban) Broad Gauge Rakes with comprehensive maintenance for 35 years including setting up of two New Maintenance Depots under MUTP-III and MUTP-3A.
- 3.2 Completion Period of the Project is as under:
- 3.2.1** 90 Months (7.5 years) for supply of Vande Metro (Suburban) Rakes EMU rakes (6.5 Years in case of split contract);
- 3.2.2** 42 (forty-two) months from the Appointed Date or 30 (thirty) months from the handover of Developed Land whichever is later, for setting up of New Maintenance Depots including equipping existing Car sheds with M&P exclusively required for maintenance of Vande Metro (suburban) Rakes; and
- 3.2.3** 420 months (35 years) for Comprehensive Maintenance.
- 3.3 The intent of this Expression of Interest hereinafter referred to as the "EOI" is to invite applications from interested Party/Parties who are willing to work in consortium with BHEL in bidding of the MRVC e-tender No. MRVC/G/IIIA/RS/101/R1 for Procurement cum Maintenance of Vande Metro Trainsets and shall implement the project i.e. Procurement Cum Maintenance Agreement in Consortium Mode or by forming the Special Purpose Vehicle if tender is awarded to BHEL – Partner(s) Consortium. BHEL is looking for the eligible partners who meet the technical eligibility criteria mentioned in the Tender at 5.1.3 (B) as indicated in Annexure-2
- 3.4 In line with the Tender requirement, in case of a Consortium/Joint Venture, all parties forming the consortium shall be jointly and severally responsible for all obligations and liabilities relating to the Project, in accordance with the terms of the Tender including the Agreement
- 3.5 For reference and further details, complete tender document can be downloaded from MRVC's e-procurement <https://eprocure.gov.in/eprocure/app>. Respondents are encouraged to go through MRVC's referred tender document to understand the requirement of Customer. The interested Party(ies)/Respondent(s) submitting response to this Eol and subsequently selected as partner shall be bound by and comply with all the terms conditions and contractual requirements of the MRVC tender for the subject project.
- Any amendments, addenda, corrigenda, modifications, clarifications, or extensions issued by MRVC from time to time, whether prior to or after submission of bids, shall also be applicable to the selected partner and shall be deemed to form an integral part of the scope of work and obligations under this Eol
- 3.6 BHEL can enter into Strategic tie-up and finalize partnership with one Partner
- 3.7 BHEL may also select additional partners to form part of the Consortium for bidding for the MRVC tender. Any partner selected pursuant to this EOI shall be required to undertake and confirm that, upon selection, it shall enter into a Consortium Agreement with BHEL and such other BHEL partners, as applicable, on mutually agreed terms.
- 3.8 In the next stage, BHEL shall enter MoU (Exclusive for the tender) with the finalized partner Subsequently BHEL would sign the Consortium Agreement in line with the tender requirement. After entering into a MoU with BHEL, the selected party/parties or their associates, cannot quote directly or enter any kind of joint arrangement with any other party for participation in the tender referred in this EOI i.e. MRVC e-tender No. MRVC/G/IIIA/RS/101/R1 for Procurement cum Maintenance of Vande Metro Trainsets.
- 3.9 It is envisaged that BHEL along with the consortium partner(s) shall jointly work towards preparation and submission of bid against this MRVC tender and shall jointly execute the works after award of contract by either in the form of Consortium or by forming Special Purpose vehicle in line with tender requirements



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- 3.10 The Project scope sharing, Terms & Conditions between BHEL & Consortium Partner(s), Share of Interest / Stake in Consortium, Equity Shareholding in Special Purpose Vehicle (if required), and sharing of other financial obligations between BHEL and parties shall be formulated with mutual discussion during the evaluation stage and shall be part of the Bidding Consortium Agreement. It may be noted that the parties who are meeting the eligibility as per 5.1.3 (B) necessarily have to keep minimum interest / stake in bidding consortium 15% till currency of the agreement with MRVC.
- 3.11 Selection of partner:** BHEL will select single partner who meets the Technical Eligibility Criteria specified under Clause 5.1.3(B), However, preference shall be given to a prospective partner:
- 3.11.1** Who confirms that Complete assembly of Trainsets shall be carried out at BHEL premises



4.0 INSTRUCTION TO RESPONDENTS / APPLICANTS:

4.1 **Interested party may respond to this EOI as per Annexure -1, 2 & 3** (along with supporting documents for criteria as applicable) by Post / e-mail so as to reach us on or before **13-02-2026** at the following address:

Sr. Deputy General Manager, TBSG,
Bharat Heavy Electricals Limited
Industry sector
Integrated Office Complex,
Lodhi Road-New Delhi -110003,
India.

Email: ani@bhel.in; tilak@bhel.in, (Max. allowable size of Document for Email is 15 MB)

Phone: +91 11 41793433/396

Mobile: +91-9810911884, 8750007305

All documents as part of the response to this EOI should be signed by authorized representatives of the party and in case of the consortium, all documents as part of the response to this EOI shall be signed by authorized representatives of all parties of the consortium

- 4.2 The details submitted by the respondent(s) should be complete in all respects and BHEL may seek clarifications/additional information as considered necessary. Such clarifications/additional information must be provided within 2 days of BHEL request.
- 4.3 The EOI process involves seeking willingness of interested party/parties and selecting party/parties amongst all who make an application in response to this EOI.
- 4.4 Any applicant from a country which shares a land border with India will be eligible to participate in this EOI only if the applicant is registered with the Competent Authority as mentioned in the Office Memorandum of Ministry of Finance (GoI), DoE F No.6/18/2019-PPD dtd 23.07.2020 the extant Government rules and orders.
- 4.5 Any applicant barred by the Central/ State Government, or any entity controlled by it, from participating in any project, will not be eligible to participate in this EOI.
- 4.6 Applicant is not eligible, on grounds of reciprocity if it is incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.
- 4.7 Only those parties shall be eligible who meet a minimum local content requirement of 60% in the goods, services, or works falling under their scope during the execution of this project. An undertaking confirming compliance with the minimum 60% local content requirement shall be submitted as part of the response to this EOI.
- 4.8 Any request for further information or clarification on the EOI document may be submitted to above address within 07 days from date of issue of EOI.
- 4.9 Response to EOI is to be submitted in English only. Supporting documents, as required, should also be in English language. In case, documents are available in languages other than English, the Applicant shall necessarily provide duly authenticated translated version of the same in English.
- 4.10 Duly authorized representative of the respondent(s) shall sign on each page of the document. Response to EOI should be prepared in such a way so as to provide a straightforward, concise description of respondent's capabilities.
- 4.11 Notwithstanding anything contained in this EOI, BHEL reserves the right to accept or reject any response and to annul the EOI Process in whole or part, at any time without any liability or any



obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- 4.12 BHEL reserves the right to verify all statements, information and documents submitted by the respondent(s) in response to the EOI. Any such verification or lack of such verification by BHEL shall not relieve the respondent of his obligations or liabilities hereunder nor will it affect any rights of BHEL.
- 4.13 The EOI process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the EOI process.
- 4.14 All costs incurred for participation in the EOI shall be borne by the respondent(s).
- 4.15 Applicants may be a natural person, private entity, government-owned entity, Consortium (Not More than 2 Members) with a formal intent to enter into an agreement to form a bidding Consortium with BHEL and form Special Purpose vehicle (if required) in case of award of tender to bidding Consortium.
- 4.16 In case of Consortium, at least one member of the Consortium should meet the Technical eligibility at 5.1.3 (B). Both the members of the consortium will be required to be the part of the bidding consortium. If applicant selected is a consortium in this EOI for participation in MRVC tender with BHEL, both members of consortium are free to form Joint Venture company under companies act 2013 and such Joint Venture Company can be the part of the bidding consortium. However, equity of the member/s, who meets the eligibility as per clause 5.1.3 (B), in the said Joint venture company should be more than 50%. However the parent companies selected for partnership through this EOI will continue to be jointly and severally responsible for the MRVC contract and consortium agreement signed between BHEL and the selected party.
- 4.17 **Dispute Resolution:**
In case of any dispute or difference arising out of this EOI, the courts at New Delhi shall have exclusive jurisdiction.



Annexure-1

Information to be submitted by Applicant

(In case of Consortium Fill this form for All members of Consortium separately)

1. Name of the Company:
2. Legal status of the Company:
3. Brief description of the Company including details of its business groups/subsidiaries/affiliates:
4. Date of Incorporation:
5. Incorporation Country
6. Full address including Telephone / Mobile nos. / Fax nos./Email ID:
Registered Office:
Head Office:
Address for communication:
Contact Details:
Office Address in India, if any:
7. PAN & GST No.:
8. Documents to be enclosed:
 - i. Filled up Annexure -2 & 3 along with all applicable documents considered relevant to meet and support evaluation criteria
 - ii. Copies of Audited profit and loss account and balance sheet for last 5 years.
 - iii. Undertaking regarding conflict of Interest in line with clause 1.1 (c) of Annexure-2
 - iv. Letter of Confirmation incase bidder uses technical eligibility credentials of its associates; it is mandatory to submit the letter of confirmation from Associate Indicating Joint & Several responsibilities towards the execution of MRVC contract

(Sign & Company Seal)
Authorized signatory

Annexure-2

1. Eligibility Of Bidders

1.1 For determining the eligibility of the Applicants for submission of response to EOI hereunder, the following shall apply:

- a) The Applicant may be a single entity or a group of entities whether in the form of a partnership or otherwise (the “**Consortium**”), coming together to participate in the EOI and if selected in this EOI, form bidding Consortium agreement with BHEL and further implement the project, in case of bidding consortium being selected by MRVC for implementation of project. However, no Applicant applying individually or as a member of a Consortium, as the case may be, can be a member of another bidder/ consortium in MRVC Tender. The term bidder used herein would apply to both a single entity and all members of Consortium.
- b) Applicants may be a natural person, private entity, government-owned entity, Consortium (Not More than 2 Members) with a formal intent to enter into an agreement to form a bidding Consortium and form Special Purpose vehicle (if required) in case of award of tender to bidding Consortium.
- c) Applicant shall not have a conflict of interest (“Conflict of Interest”) that affects the Bidding Process of MRVC Tender, either during the process or thereafter. Undertaking regarding the same to be submitted as part of response to EOI. An applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process of MRVC tender if:
 - i) the Applicant, its member or Associate (or any constituent thereof) and any other Applicant, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; or
 - ii) a Applicant or any constituent of such Applicant is also a constituent of another bidder in MRVC tender; or
 - iii) such Applicant, 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 of MRVC Tender, its member or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder of MRVC tender, its member or any Associate thereof; or
 - iv) such Applicant has the same legal representative as any other bidder of MRVC tender, for the purposes of the MRVC Bidding Process; or
 - v) such Applicant, its member or any Associate thereof has a relationship with another bidder of MRVC tender, 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 MRVC Bid of either or each other.

Explanation: In case a responding party to this EOI is a Consortium, then the term bidder as used in this Clause 1.1 Qualifying Criteria shall include each member of such Consortium.

- d) Associate shall mean, in relation to the bidder/ Consortium member, a person who controls, is controlled by, or is under the common control with such bidder/member of the Consortium (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.

1.2. Technical Eligibility:

Sr. No.	Eligibility	Applicant Response	
		Meeting the criteria	Documentary evidence Enclosed
5.1.3	Technical Eligibility		
B	Trainset cars:		
i	The bidder must have experience of carrying out vehicle design, development, manufacture, supply, testing and commissioning of minimum 250 (two hundred and fifty) cars with aluminium and/or steel car body in EMU based train-sets during the last 10 (ten) years ending 30 (thirty) days prior to Bid Due Date.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
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 design/operating speed of 110/100 Kmph or more. 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.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
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.	Yes <input type="checkbox"/> No <input type="checkbox"/>	

Note:

- 1 EMU based trainsets 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 Applicant along with their respective Associates, unless otherwise stated separately in the EOI Document, should satisfy the above conditions of eligibility. In case of Consortium, at least one member (along with their respective Associates) of the Consortium should meet the Technical eligibility at Clause 5.1.3 (B)
- 4 Current Bid due date of the MRVC tender is 16-04-2026
- 5 In case Applicant uses the technical eligibility credentials of its associates, it is mandatory to submit the letter of confirmation from Associate Indicating Joint & Several responsibilities towards the execution of MRVC contract and consortium agreement signed between BHEL and the selected Party.



1.3. Financial Eligibility

- 1.3.1. **Net worth:** Net worth of Applicant's (Including its associates) (a natural person, private entity, government-owned entity, Consortium (Not More than 2 Members) should not be less than 100% of the applicant's Paid-up share Capital as on last day of preceding financial year i.e. financial year ended before floating date of EOI.
- 1.3.2. In case of consortium, any one of the members should meet the net worth criteria.
- 1.3.3. Preference shall be given to the Applicant who has more net worth. In case Applicant uses the Net worth of its associates, it is mandatory to submit the letter of confirmation from Associate indicating Joint & Several responsibility towards the execution of MRVC contract

1.4. Specific Condition for Applicant participating in the EOI as a Consortium

- (i) The response to EOI should contain the information (as per Annexure 1) required for each member of the Consortium.
- (ii) An individual Applicant cannot at the same time be a member of a Consortium. Further, a member of a particular Consortium applicant cannot be a member of any other Consortium

(iii) Joint & Several Responsibility:

- i. Where the Applicant is a Consortium, each member of such Consortium shall, without prejudice to the provisions of this EOI, be deemed to be jointly and severally liable to BHEL, as the case may be, for the execution of the bidding consortium agreement between BHEL and the Selected Party(s) and shall ensure that no change in the composition of the Consortium is effected without consent of BHEL
- ii. Without prejudice to the joint and several liability, all the members of the Consortium, shall at all times be liable and responsible for discharging the functions and obligations of the Applicant. The Applicant shall ensure that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of any Member on any matter related to the bidding consortium agreement with BHEL .



Annexure-3

		Applicant's Response	
Other Criteria for Partnering		Response	Remarks if any/ Documentary evidence: Enclosed / To be submitted later
1.	Whether applicant confirms that Complete assembly of Trainsets to be done in BHEL premises by BHEL	Yes <input type="checkbox"/> (Preference will be given who confirms) No <input type="checkbox"/>	
2.	Whether Applicant is Consortium or Single Party	Consortium <input type="checkbox"/> Incase of Consortium 1) Name of 1 st Member 2) Name of 2 nd Member Single party <input type="checkbox"/>	
3.	Ready to meet delivery timeline required for Two Numbers Prototype Trainsets as per tender? 1 st Prototype (12 Car Rake): 24 Months 2 nd Prototype (15 Car Rake): 26 Months If "No" please mention the possible delivery timeline	Yes <input type="checkbox"/> No <input type="checkbox"/>	
4.	Ready to meet delivery timeline required for subsequent Series Rakes as per tender? If "No" please mention the possible delivery timeline	Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.	Whether prospective partner meets the minimum local content requirement as per tender i.e. Goods, services or works offered for procurement, has local content equal to or more than 60%.	Yes <input type="checkbox"/> No <input type="checkbox"/>	