



**German Financial Cooperation (FC) with
India**

**Climate-Friendly Urban Mobility III Accompanying Measure
– Surat Metro
(BMZ no. 201670264)**

Prequalification

for

**Consulting Services under the Accompanying Measure
for the Surat Metro Rail Project, Phase - I**

March 2024

EOI No. GMRC/PQ-AM/Surat/2024

Issued by

Gujarat Metro Rail Corporation (GMRC) Limited

(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as Metro Link Express for Gandhinagar and
Ahmedabad (MEGA) Co. Ltd.

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010,
Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

Page Left Blank

SECTION I – GENERAL PROVISIONS (GP)

1. General

1.1 SCOPE OF APPLICATIONS AND DEFINITIONS

- 1.1.1 In connection with the Invitation for Prequalification indicated in Section II, Specific Provisions (**SP**), the Employer, as defined in the **SP**, issues this Prequalification Document (“Prequalification Document”) to prospective applicants (“Applicants”) interested in submitting applications (“Applications”) for prequalification to bid for the assignment described in SP 1.4.1.
- 1.1.2 The Employer as indicated in the **SP** has applied for or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the **SP**. The Employer intends to apply a portion of the funds to eligible payments under the Contract(s) resulting from the procurement process.
- 1.1.3 The following definitions apply:
- (a) “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **SP**, as they may be issued and in force from time to time.
 - (c) “Applicant(s)” means an entity or an association of entities (JV) that submits a set of documents as specified hereunder for being prequalified to submit a Proposal.
 - (d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The term “Consultant” and “Applicant” are used in this document interchangeably.
 - (e) “Contract” means a legally binding written agreement signed between the Employer and the Consultant.
 - (f) “Day” means a calendar day.
 - (g) “Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant notwithstanding the representation by KfW in case of an agency Contract¹.
 - (h) “Government” means the government of the Employer’s country.
 - (i) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries available at www.kfw-entwicklungsbank.de.

¹ The term Employer in this document shall have the same meaning as the terms Client and Project Executing Agency in the Guidelines.

- (j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract.
- (k) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (l) “Sub-Consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer as contracting party during the performance of the Contract.
- (m) “Special Provisions (SP)” means an integral part of this Prequalification Document that is used to reflect specific country and project conditions to supplement the General Provisions. In case of conflict between the GP and the SP, the SP shall prevail.

1.2 SELECTION OF THE CONSULTANT AND PREQUALIFICA- TION PROCEDURE

- 1.2.1 To execute the project, the Employer intends to select one or several Consultants in accordance with the Guidelines. The evaluation commission of the Employer may be assisted by a tender agent or in exceptional cases a tender agent may conduct the entire tender procedure on behalf of the Employer. KfW’s monitoring and no-objection is not affected. The details are outlined in the **SP**.
- 1.2.2 This Prequalification Document sets out the prequalification procedure, including but not limited to the minimum requirements towards the experience and capabilities of the Applicants and the evaluation method. The Applicants who demonstrate to the Employer’s satisfaction that they have the experience and the capabilities to execute the project shall be shortlisted in accordance with GP 4.2.5 to participate in the subsequent tendering procedure.
- 1.2.3 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function on the basis of the contractual arrangements with the Employer and the Guidelines containing details for KfW’s approval and no objection to individual steps during the procurement process. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

1.3 SANCTIONABLE PRACTICE

- 1.3.1 KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Section V.
- 1.3.2 In further pursuance of this policy, Applicants shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to the procurement process and Contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

1.4 ELIGIBLE APPLICANTS

- 1.4.1 An Applicant may be a firm that is a private entity, a government-owned entity — subject to Section IV – or a combination of such entities in the form of a Joint Venture (“JV”) under an existing JV Agreement or with the intent to enter into such an agreement supported by Declarations of Association. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. An Application may include Sub-Consultants, whose relationship with the Applicant is contractual, and who are not held jointly and severally liable for the execution of the Contract. The Applicant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Applicant and any and all its members, if the Applicant is a JV, during the prequalification process, procurement process (in the event the Applicant submits a Proposal) and during Contract execution (in the event the Applicant is awarded the Contract). Unless specified in the SP, there is no limit on the number of members in a JV. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 1.4.2 Applicants including their Affiliates and, in case of JVs, any of their members, may participate in only one Application. Sub-Consultants whose qualifications are used in the evaluation of at least one Application, pursuant to the Applicant’s request made in accordance with Form 2 (Declaration on Conflict of Interest and of Submitting a Proposal), may only participate in the respective Application. Sub-Consultants, whose qualifications are not used in the evaluation of any Application, may participate in more than one Application. Applications submitted in violation of this procedure will be rejected.
- 1.4.3 It is the Consultant’s responsibility to ensure that its staff, Joint Venture members, Sub-Consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements on eligibility and conflict of interest as established hereunder.
- 1.4.4 KfW’s eligibility criteria for prequalification are described in Section IV, Eligibility Criteria.
- 1.4.5 An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 1.4.6 The materials, equipment and Services to be supplied under the Contract and financed by KfW may have their origin in any country subject to the restrictions specified in Section IV Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions.

1.5 CONFLICT OF INTEREST

- 1.5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 1.5.2 Applicants shall be disqualified if they:

- (a) are an Affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and has been fully resolved to the satisfaction of KfW;
- (b) have a business or a family relationship with a PEA's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- (c) are controlled by or do control another Applicant or are under common control with another Applicant, receive from or grant subsidies directly or indirectly to another Applicant, have the same legal representative as another Applicant, maintain direct or indirect contacts with another Applicant which allow them to have or give access to information contained in the respective Applications, to influence them or influence the decisions of the PEA;
- (d) are engaged in a Services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;
- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to Consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Applicants and the preparation of the terms of reference was not part of the activity;
- (f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the PEA, and are or were able in this connection to influence the Award of Contract.

1.5.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6 REQUESTED SERVICES

1.6.1 A brief description of the requested consulting Services is presented in the SP.

2. Contents and Preparation of the Application

2.1 PREQUALIFICATION DOCUMENT AND COMMUNICATION

2.1.1 These Prequalification Documents consist of the sections indicated below, which should be read in conjunction with any Addendum issued in accordance with clause 2.6.

Section I - General Provisions (GP);

Section II - Special Provisions (SP);

Section III - Application Forms:

Form 1: Declaration of Undertaking;

Form 2: Sample Declaration on Conflict of Interest and of Submitting a Proposal;

Form 3: Sample Declaration of Association;

Form 4: Financial Capacity Statement;

Form 5: Project Experience;

Form 6: List of Available Expertise and Human Resource Capacity;

Section IV - KfW Eligibility Criteria;

Section V - KfW Policy – Sanctionable Practice – Social and Environmental Responsibility.

2.1.2 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the Prequalification Documents, responses to requests for clarification, or Addenda in accordance with GP 2.6. In case of any discrepancies, documents issued directly by the Employer shall prevail.

2.1.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its Application all information or documentation as is required by the Prequalification Documents.

2.1.4 The Application, as well as all correspondence and documents relating to the Application exchanged between the Applicant and the Employer shall be in the language of this document. Any official documents presented in a different language shall be accompanied by a certified translation into the language of this document. The Employer reserves the right to verify the translation. In case of discrepancies the original document shall prevail.

2.1.5 All communication between the Employer and Applicants shall take place in writing. For the purposes of the Prequalification Document in writing shall mean communicated in written form (for example by post, e-mail or facsimile) and delivered with proof of receipt.

2.2 DOCUMENTS COMPRISING THE APPLICATION

2.2.1 The Application submitted by the Applicant shall comprise the following:

(a) Application Letter, indicating the Applicant's name, address, telephone, fax and email. If the Applicant is a JV, the Application Letter shall also describe the form of association and list the JV members.

- (b) A Power of Attorney authorizing the representative of the Applicant, designated in accordance with GP 1.4.1 to submit the Application on behalf of the Applicant. If the Applicant is a Joint Venture, the Power of Attorney shall be provided by the Lead Consultant nominated in the JV agreement or in the Declarations of Association, submitted in accordance with GP 2.2.1(d)(II). If the representative of the Applicant is the owner, member or director of the Applicant or the Applicant's Lead Consultant, if so nominated in accordance with GP 1.4.1, a Power of Attorney shall not be necessary.
- (c) Presentation of the Applicant (maximum 10 pages, no brochures). If the Applicant is a single entity, the presentation shall describe the Applicant's type of entity, ownership structure and organisation chart, as well as its main business areas as they apply to the project. If the Applicant is a JV, the presentation shall provide this information about each JV member as well as a description of the intended form of collaboration of the members within the JV.
- (d) Statements and Declarations:
- I. Declaration of Undertaking in the format provided in Section III.
 - II. Declaration on Conflict of Interest and of Submitting a Proposal in the format provided in Section III.
 - III. If the Applicant is an existing JV, the Applicant shall submit a proof of the existing JV Agreement, indicating the Lead Consultant. If the Applicant is a JV, which the members intend to form for the purpose of executing the Contract, each member of the JV shall submit a Declaration of Association, indicating the Lead Consultant, in the format provided in Section III.
 - IV. *no longer used.*
 - V. Financial Capacity Statement in the format provided in Section III and supported by the Applicant's balance sheets and profit and loss Statements. If the Applicant is a JV, separate statements, including the supporting Balance Sheets and Profit and Loss Statements, shall be provided by each member of the JV. All balance sheets and profit and loss statements shall be certified by a reputable auditor.
 - VI. List of project references in the format provided in Section III. The number and timing requirements towards the project references shall be specified in the **SP**. The Employer reserves the right to contact the clients indicated in the references to ascertain the information provided by the Applicant.
 - VII. List of Available Expertise and Human Resource Capacity in the format provided in Section III.
- (e) Any other documentation required in the **SP**.

- 2.2.2 Applicants shall submit concise and clear, but substantial documents and adhere to the above structure. Any interlineations, erasures or overwriting shall be valid only if initialled by the Applicant's representative designated in accordance with GP 1.4.1.
- 2.3
COST OF
APPLICATION**
- 2.3.1 All cost relating to the preparation of the Application, including but not limited to site visits, obtaining information, preparation and submission of the Application, shall be borne by the Applicant.
- 2.4
SIGNING OF THE
APPLICATION AND
THE NUMBER OF
COPIES**
- 2.4.1 The Applicant shall prepare one original Application as described in GP 2.2 and clearly mark it "ORIGINAL". All documents comprising the original Application shall be typed or written in indelible ink and shall be signed by the Applicant's representative designated in accordance with GP 1.4.1. If the Applicant is a JV, the statements and declarations submitted by the members of the JV in accordance with GP 2.2.1(d)(II) – (VII) shall be signed by duly authorized officials, such as owners or directors of the respective members.
- 2.4.2 The Applicant shall prepare copies of the signed original Application and clearly mark each of them "COPY". The number and type of copies of the Application shall be in accordance with the **SP**. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 2.4.3. If electronic copies of the Proposal are required in accordance with GP 2.4.2, they shall be presented as unalterable and printable PDF files on CD or DVD disks, marked accordingly.
- 2.5
CLARIFICATION OF
PREQUALIFICA-
TION DOCUMENT**
- 2.5.1 Applicants may request a clarification of the Prequalification Document until the deadline indicated in the **SP**. Any request for clarification shall be sent in writing or by standard electronic means to the address indicated in the **SP**. Responses shall be in writing or by standard electronic means and shall be sent to all prospective Applicants who have obtained the Prequalification Document directly from the Employer, including a description of the inquiry but without identifying its source, not later than ten (10) Days prior to the deadline for the submission of Applications in accordance with GP 3.2.1.
- 2.5.2 If necessary, the Employer may send clarifications of the Prequalification Document to all prospective Applicants who have obtained the Prequalification Document directly from the Employer, not later than ten (10) Days prior to the deadline for the submission of Application in accordance with GP 3.2.1.
- 2.6
AMENDMENT OF
PREQUALIFICA-
TION DOCUMENT**
- 2.6.1 At any time prior to the deadline for the submission of Applications but not later than ten (10) Days before the submission date the Employer may amend the Prequalification Document by issuing an Addendum.
- 2.6.2 Any Amendment issued shall be part of the Prequalification Document and shall be communicated immediately in writing to all prospective Applicants who have obtained the Prequalification Document from the Employer.

- 2.6.3 To give Applicants reasonable time to take an Amendment into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications in accordance with GP 3.2.2.

3. Submission of Applications

3.1 SEALING AND IDENTIFICATION OF APPLICATIONS

- 3.1.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:
- (a) bear the name and address of the Applicant;
 - (b) be addressed to the Employer, in accordance with GP 3.2 below;
 - (c) bear the project title and/or tender number;
 - (d) bear the following words clearly visible „Not to be opened by the Postal Service - Prequalification for “ and the name of the assignment.
- 3.1.2 The Employer shall not be responsible for misplacement, losing or premature opening of the Application if the envelope is not sealed or marked in accordance with GP 3.1.1. The disposal of original late Applications shall be obligatorily documented in a late Applications protocol, which shall be provided to KfW as part of the opening protocol prepared in accordance with GP 3.2.7 and to the entity, which has submitted the late Application.

3.2 DEADLINE FOR SUBMISSION OF APPLICATIONS, OPENING

- 3.2.1 Applicants may submit their Applications by mail, by courier or by hand, against confirmation of receipt. Applications shall be submitted by the Applicants at the address and no later than the deadline indicated in the **SP**. Any Application received by the Employer after the deadline shall be declared late and rejected, and promptly disposed of.
- 3.2.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with GP 2.6, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 3.2.3 The preparation and the submission of the Applications is the responsibility of the Applicant and no relief or consideration can be given for errors and omissions.
- 3.2.4 If copies of the Application shall be sent to multiple addresses in accordance with GP 3.2.1, the timely receipt of the original Application in compliance with GP 3.2.1 shall be decisive for the timely submission of the Application.
- 3.2.5 The Employer's evaluation commission as detailed in **SP** 1.2.1 shall proceed with the opening of the Applications shortly after the submission deadline as indicated in the **SP** and establish and sign an opening protocol as per GP 3.2.7.
- 3.2.6 Unless otherwise agreed the Employer's evaluation commission shall be composed of at least three members. One member of the Evaluation commission shall not be staff from the Employer's administration or organisation.

- 3.2.7 At the opening of the Applications the following shall be recorded in the opening protocol: the name and business address of the Applicant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members; the presence or absence of the Declaration of Undertaking; whether the Application has been received on time and sealed as per GP 3.1.1 and any other information deemed appropriate or as indicated in the **SP**.

4. Evaluation-Process of the Prequalification Documents

4.1 CONFIDENTIALITY

- 4.1.1 After the opening of the Applications and until the announcement of the prequalification results to the Applicants no communication of any type between the Applicants and the Employer, its staff or any other person involved in the evaluation is permitted except as specified under GP 4.3.
- 4.1.2 Information relating to the Applications, their evaluation and result shall not be disclosed to Applicants or any other persons not officially concerned with the prequalification procedure until the Employer notifies the Applicants of the prequalification results.

4.2 EVALUATION

- 4.2.1 The Employer shall reject an Application that is not substantially responsive to the requirements of this Prequalification Document. In particular, an Application failing to demonstrate that the Applicant fulfils the financial capability requirements set out in the **SP** or lacking the following documents shall be considered not substantially responsive:
- a) Declaration of Undertaking (Form 1)
 - b) Financial Capability Statements and supporting documentation as required (Form 4)
 - c) Declaration on Conflict of Interest and of Submitting a Proposal (Form 2)
 - d) Power(s) of Attorney authorizing the representative of the Applicant
 - e) If the Applicant is a JV, either proof of the existing Association Agreement or a Declaration of Association (Form 3)
- 4.2.2 The Employer shall evaluate the responsive Applications in terms of the prequalification criteria indicated in the **SP** and award each responsive Application a prequalification score of up to 100 points.
- 4.2.3 For the purposes of scoring individual sub-criteria the following qualitative approach may be applied:
- a) 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and offering supplementary ideas / idea / offering with respect to the sub-criterion.
 - b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
 - c) 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.
 - d) 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.

- e) 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

4.2.4. The Employer shall reject an Application if,

- (a) it has determined that the Application is nonresponsive in accordance with GP 4.2.1;
- (b) it has awarded the Application a prequalification score, which is lower than the minimum prequalification score of 70 points out of 100. Depending on the nature of the assignment a minimum score may be applied not only to the overall score but also to the achievement of a subscore dedicated to environmental, social, health and safety (ESHS) issues, if specified so in the Special Provisions (SP).

4.2.5 The Employer shall establish a shortlist of qualified Applications determined to be responsive and scoring higher than the minimum prequalification score. The number of Applicants to be invited is generally five (5) but could be increased up to eight (8) if required and subject to prior indication in the SP. However, if the number of prequalified Applicants exceeds this predefined number Applicants will be invited as per their ranking.

4.3 EMPLOYER'S RIGHT TO ACCEPT OR REJECT APPLICATIONS

4.3.1 The Employer reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

4.3.2 The Employer is not bound to select any Application.

4.4 NOTIFICATION OF PREQUALIFICA- TION AND PUBLICATION

4.4.1 The Employer shall notify all Applicants in writing on the outcome of evaluation shortly after the finalisation of the evaluation.

4.4.2 In addition, the Employer shall publish the list of prequalified Applicants (including all JV members, if any) who will be invited to submit an Offer (prequalification-result notice), after KfW's No-Objection to the prequalification evaluation report on GTAI's website and in any other media in which the prequalification notice was published.

4.4.3 Applicants that have not been prequalified may write to the Employer to request, in writing, the grounds on which they were not qualified.

4.4.4 Upon such a request the Employer will inform such Applicants on the major shortcomings and weaknesses of their Application.

4.5 REQUEST FOR PROPOSAL

4.5.1 Promptly after the notification of the results of the prequalification, the Employer shall invite the prequalified Applicants to submit their Proposals.



**German Financial Cooperation (FC) with
India**

**Climate-Friendly Urban Mobility III Accompanying Measure
– Surat Metro
(BMZ no. 201670264)**

Prequalification

for

**Consultancy Services under the Accompanying Measure
for the Surat Metro Rail Project, Phase - I**

March 2024

EOI No. GMRC/PQ-AM/Surat/2024

Issued by

Gujarat Metro Rail Corporation (GMRC) Limited

(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as Metro Link Express for Gandhinagar and
Ahmedabad (MEGA) Co. Ltd.

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010,
Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

Page Left Blank

SECTION II – SPECIAL PROVISIONS (SP)

(the references refer to the respective figures in the General Provisions)

1.1.1 EMPLOYER

The Employer is *Gujarat Metro Rail Corporation Limited (GMRC)*

The project name and reference number are Climate friendly urban mobility III Accompanying Measure for Surat Metro Rail Project, Phase-I, BMZ no. 201670264.

The prerequisites for disbursements for this assignment are not yet finalised. Any contractual commitment related to this tender procedure is subject to the readiness of disbursement of funds for this assignment.

1.2.1 SELECTION OF THE CONSULTANT

Tender Agent (i.e. Mr. Carsten Schuermann) will assist Employer (GMRC) and Funding Agency (KfW) in evaluation of this tender and selection of Consultant.

1.4.2 APPLICANTS

(a) The applicant may note that participation in JV / Consortium permitted up to 3 (three) firms only. The Lead member must have minimum participation of 26% of JV/Consortium. Other partners should have a minimum of 20% participation in the JV/Consortium. The change in constitution or percentage participation in JV/Consortium shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

(c) Sub-Consultants may be engaged by more than one Applicant. However, if an Applicant (including any JV member) submits or participates in more than one application, those applications shall be all rejected.

1.6.1 REQUESTED SERVICES

The objective of the Accompanying measure (AM) is to support the Employer in making the Surat Metro Rail Project a sustainable success by

- strengthening operational and maintenance experiences of GMRC,
- ensuring economic viability,
- attracting a large ridership by achieving a best-possible multi-modal integration of the metro in the overall public transportation system, and by
- enabling GMRC to monitor the success and impacts of all its PT operations.

As a Phase I of Ahmedabad Metro is already operational, GMRC has gained first experiences in the daily operation of a metro in addition to the construction.

Thus, in addition to the above objectives, the AM is intended to take up and strengthen these initial operational experiences to improve the sustainable effects of the investments. They include a variety of services to strengthen and support the project executing agency GMRC, all of which are intended to help secure the sustainable use of an energy-efficient and integrated metro as the new backbone of the public transport system in Surat.

In close coordination of GMRC, KfW and AFD, the following intervention areas (IA) have been identified under this AM:

Intervention Area 1 (IA#1): Economic and technical sustainability

- Development of a comprehensive operation and maintenance (O&M) concept
- Development of a robust business plan
- Development and implementation of a revenue strategy (fares and non-fares)

Intervention Area 2 (IA#2): Multimodal Integration

- Improving the organisational and institutional integration of the metro with other modes of transport (e.g., coordination of timetables, fares and integrated ticketing, improvement of last-mile connectivity, development of a coherent passenger information system and a consistent corporate design, awareness raising initiatives) in time for the commissioning of the metro.

The AM is financed by KfW through grants. All AM services are to be designed in such a way that GMRC can apply the lessons learned not only in the Surat Metro but in all metro projects they implement, such as Ahmedabad Metro.

The consultancy service is expected for 24 months from the date of issuance of NTP letter or signing of the contract.

A. Specific objectives of Intervention Areas 1 and 2

The two IAs addressed by this Assignment have different objectives:

While IA#1 is aimed specifically at the metro operator to sustainably strengthen operational and business issues and initiate corresponding training measures, IA#2 is aimed at improving the multimodal integration of the metro into the city's overall transport system. This refers less to the structural integration of the metro, but rather to a comprehensive coordination between all modes of transport and transport operators.

While the aim of IA#1 is to ensure the sustainable and successful operation of the metro, IA#2 is intended to help make the metro and ultimately the entire public transport service more attractive with the aim of generating the highest possible number of users. IA1# therefore focusses on the operational perspective, IA#2 on a demand-oriented perspective.

In detail, the objectives of the multimodal integration are:

- Ensure fast, safe, and efficient access to the metro stations.
- Ensure traffic flow in the immediate influence area of the stations.
- Provide safe first and last mile connectivity and good access and egress to metro stations.

- Include gender-specific requirements and solutions.
- Provide good physical integration of the metro system with the other transport modes.
- Provide an attractive, climate change adapted and safe station surrounding.

B. General descriptions of the Services

GMRC is also responsible for implementing and operating other metro systems in Gujarat, such as the metro Phase I and II in Ahmedabad. The services tendered in this project shall therefore not only serve the operation of the Surat Metro, but also be leveraged for other projects. For this reason, the Consultant is expected to prepare all deliverables with a hybrid approach in close daily coordination with GMRC staff in the sense of "helping them to help themselves".

Wherever possible, methods, tools and instruments shall be developed in this process and provided to GMRC that can be transferred to and re-used in other projects. In addition to providing support in matters of content, the Consultant thus also has an important moderating role. Bidders are expected to make proposals for appropriate tools and instruments in their bids.

The key performance indicators for the Consultant are

- a business plan adopted by GMRC,
- an operation and maintenance concept in place for day-to-day operations,
- a set of checklists, templates and tools facilitating day-to-day operations,
- a revenue strategy adopted by GMRC,
- organisational structure for a new business department at GMRC,
- successful trainings for GMRC staff in various themes,
- a training plan for a training centre,
- planning guidelines for use-friendly design of metro stations and integrated timetable generation adopted by GMRC,
- a TOD strategy jointly developed by GMRC and SMT.
- a set of recommendations provided for integrated fare, ticketing, and payment systems,
- agreed roadmap for the further establishment of a UMTA,
- developed and approved public promotion campaign,
- consistent passenger information system developed, and
- successful support of GMRC in a series of public events and public communication.

The Consultant shall closely coordinate any activity with GMRC and with stakeholders and consultants of relevant parallel initiatives and of the other intervention areas foreseen. For this, the Consultant shall establish appropriate cooperation mechanisms to ensure that the proposed standards, instruments, methods, and recommendations are compatible as much as possible across all initiatives, and to avoid duplication of efforts.

C. Detailed description of Consultant's tasks

Figure 1 illustrates the Tasks to be conducted, differentiated by IAs. Tasks 1 and 10 are basic supporting tasks that are intended to benefit both IAs. Tasks 2 to 5 are assigned to IA#1, while Tasks 6 to 9 are assigned to IA#2. It is

expected that bidders identify interrelations and synergies between the IAs and between individual tasks in their bids and adapt their methodology and time schedule accordingly.



Figure 1. Overview of tasks.

D. Key Professionals:

The project is intended to be undertaken by a very experienced and high-quality firm or consortium/JV. The Consultant is expected to propose an appropriate team composition for the study and is likely to require mix of international and local Consultants with substantial international and developing country experience (South Asian Region is an advantage) in a wide range of public transport sector studies. The team composition proposed should comprise expertise in the field of Public Transport Planning and Operations, Capacity Building and Business Planning and Management. Gender diversity in the team will be preferred.

The above team should be supported by adequate support staff from allied and associated fields of other experts / specialists and other support staffs with adequate experience to ensure that the objectives of the project are achieved within the timelines, as required.

2.2.1 DOCUMENTS COMPRISING THE APPLICATION

2.2.1(d)(VI) Project References:

- Please provide a maximum number of 10 Project References altogether to determine the applicant's experience (Refer Qualification Criteria, Para 1.1.1, 1.1.2 and 1.1.3 = total 10 Projects altogether) during last 7 years ending last day of the month previous to the month of tender submission for project references. The LoA, client certificate, relevant document etc. claiming the project experience should be attached for verification with project features.

2.2.1(e) Tender Fees: The Tender Fees of INR 25,000/- is to be submitted in the form of Demand Draft / Banker's cheque / Pay Order drawn on a Scheduled Commercial Bank based in India and should be in favour of "Gujarat Metro Rail Corporation (GMRC) Limited" payable at Gandhinagar.

2.2.1 (f) Form – 7, Undertaking: The applicant shall submit the Form – 7 signed by authorised signatory along with their application.

2.4.1 SIGNING OF THE APPLICATION AND THE NUMBER OF COPIES

The Expression of Interest must be submitted in physical form to the address below no later than 15-04-2024, 15:00 Hrs and also to be uploaded online at e-tendering portal <https://tender.nprocure.com> on or before the date and time of submission. The PQ / EOI bid will required to be submitted by an applicant in Physical as well as online. In addition to the original Application document and one hard copies shall be submitted.

2.5.1 CLARIFICATION OF PREQUALIFICATION DOCUMENT

The online Pre-Application meeting for any clarifications will be scheduled on 27-03-2024, at 12:00 Hrs through video conferencing. The interested applicants can send their participation details (i.e. Name, Mobile no., Email ID, Name of firm) through E-mail to anupam.gupta@gujaratmetrorail.com / snehal.shah@gujaratmetrorail.com on or before 26-03-2024.

The link will be sent to interested applicants in advance to participate in the Pre-Application meeting. The email address for any clarifications for this EOI / PQ is as mentioned above.

The deadline for clarifications by Applicants is 10 Days prior to the submission date as per SP 3.1.1

3.2.1 DEADLINE FOR SUBMISSION OF APPLICATIONS

The submissions are to be made online as well as physical on or before 1500 Hrs on 15/04/2024. The opening of EOI submission will be on the date of submission of EOI at 15:30 Hrs. The submission details are mentioned as below;

Online Submission:

The Submissions are to be made online at <https://tender.nprocure.com> site.

Help Desk Link for E-Tendering: -

In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n) Procure Support team: -

(n)Code Solutions-A division of GNFC Ltd.,
(n)Procure Cell

403, GNFC Infotower, S.G. Road,
 Bodakdev, Ahmedabad – 380054 (Gujarat)
 Contact Details
 Fax : +91-79-40007533
 E-mail : nprocure@ncode.in
 TOLL FREE NUMBER : 7359 021 663

Operating System & System Requirements: -

Computer: Win 8.1 or higher
 Java Runtime Environment (JRE) : Ver 1.8 and above
 Full Administrative Rights: For Network/ Corporate User
 PKI Component: 32 Bit /64 Bit
 Supported Browser: Google Chrome/ Microsoft Edge/ Mozilla Firefox
 (Preferably Latest Version)
 Internet Connection: Preferably High Speed
 Digital Signature Certificate Legally valid class 3.

New DSC Purchase & Renewal L: 079 – 66743289/ 66743300 / 200

Email Id :	dscsupport@ncode.in
	dscsales@ncode.in

DSC Support Toll Free Number: 7359-021-663

(n) Procure Bidding Manuals: <https://tender.nprocure.com/support>

Physical Submission

The original Application and one copy of the application shall be submitted at the below mentioned address. The sealed envelopes containing Tender Fees and EOI Submission is to be delivered to the address above by 1500 Hrs of 15-04-2024, and be clearly marked “*Consultancy Services under the Accompanying Measure for the Surat Metro Rail Project, Phase - I.*”

Venue of physical submission of Tender / EOI

GM - Contract
 Gujarat Metro Rail Corporation (GMRC) Limited
 (A SPV of Govt. of Gujarat and Govt. of India)
 Block No.1, First Floor, Karmayogi Bhavan,
 Behind Nirman Bhavan, Sector 10/A,
 Gandhinagar: 382010, Gujarat, India
 Telephone +91 79 23248572, Extension 526

The applicant is to ensure that submission of Tender / EOI is to be made Online & in Physical form. There shall not be any change to Tender / EOI submitted Online & Physical. In case of any discrepancy in submission of Tender / EOI

between physical and online form, the Technical Bid submitted online will prevail and will be considered for evaluation.

Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances. The due date for submission of online and physical submission is the same as mentioned above.

4.2 EVALUATION

4.2.1 The Applicant shall demonstrate the following financial capabilities:

(a) Average annual turnover of at least INR 12.00 crore rupees for fees for providing similar advisory or consultancy services over the last five (5) financial years.

- In case applicant participated as JV / Consortium, the average annual turnover of JV/Consortium will be evaluated based on their percentage participation of each member as proposed in JV / Consortium Agreement or MoU.

Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV/Consortium will be = $(A * M) + (B * N) / 100$

- Balance Sheets and Profit & Loss Statements shall be provided for each reference year by each member of the association. All Balance Sheets and Profit & Loss Statements shall be certified by a reputable auditor.

(b) Liquidity: The Applicant has a Current Ratio (Current Assets divided by Current Liabilities) larger than one for the last three (3) years out of last five (5) financial years. In the case of a JV/ Consortium, this requirement shall apply to the Lead Consultant only.

Criterion	Requirement	Single Entity	Joint Venture			Submission Requirements
			All Parties Combined	Each Party	One Party	
Turnover	Average annual turnover of at least INR 12 crore over the last five (5) financial years	Must meet req.	Must meet req.			Balance sheets & profit and loss statements, Form - 4
Liquidity	Current Ratio >1	Must meet req.			Must meet req. (Lead Consultant)	Balance sheets & profit and loss statements, Form - 4

(c) The Applicant (applies to each individual member in case of a Joint Venture/Consortium) should not be blacklisted or debarred as on the due date of submission of bid. The Undertaking / Self declaration shall be submitted as per relevant format prescribed in Form - 7.

4.2.2 Responsive Application as per GP 4.2.1 will be evaluated in accordance with the following criteria and scoring system¹.

Qualification criteria	Scoring
1. Applicant's Experience	55
1.1 Experience in implementing similar projects as mentioned below;	55
1.1.1 <u>Optimization of public transport operations and planning</u> <ul style="list-style-type: none"> • Four (4) Project references, which shall include <ul style="list-style-type: none"> ○ Targeting operational performance optimization for rail-bound transportation systems of public transportation providers (O&M concepts) ○ Public transport planning (timetable construction, fare determination, multimodal integration) ○ Multimodal integration of public transport in urban space ○ At least 2 completed project reference <p>This sub-criterion is evaluated on the basis of the project references submitted. The score will be allotted per project reference up to four project.</p>	20

¹ In very specific cases a deviation from the qualification criteria and the scoring range might be justified subject to KfW's prior approval.

<p>1.1.2 <u>Capacity strengthening and training of public transport providers</u></p> <ul style="list-style-type: none"> • Three (3) Project references, which shall include <ul style="list-style-type: none"> ○ Detailed institutional training needs assessment ○ Development and organization of institutional capacity strengthening and training programs including curricula development ○ Implementation of formal and on-the-job trainings ○ At least 1 completed project reference <p>This sub-criterion is evaluated on the basis of the project references submitted. The score will be allotted per project reference up to three projects.</p>	15
<p>1.1.3 <u>Strategic business management consulting including organizational improvement and change management for public transport authorities</u></p> <ul style="list-style-type: none"> • Three (3) Project references, which shall include <ul style="list-style-type: none"> ○ Improvement of operational and financial performance, and business planning, including cost efficiency & revenue enhancement ○ Institution building, institutional integration and change management ○ Public relations, marketing, outreach and communication strategies in public transport ○ At least 1 completed project reference <p>This sub-criterion is evaluated on the basis of the project references submitted. The score will be allotted per project reference up to three projects.</p>	15
<p>1.1.4 <u>Relevant International Experience</u></p> <p>Experience of total 3 relevant international projects, one in each point 1.1.1 - 1.1.3 above. To be submitted in accordance with Form 5 provided in Section III – Application Forms.</p>	5
<p>2. Applicant’s Capabilities</p>	40
<p>2.1 Qualitative assessment of the Applicant’s available Expertise</p> <p>The quality of the expertise appropriate for the project team profiles described, to which the Applicant has access.</p> <p>This sub-criterion is evaluated on the basis of a list of proposed experts submitted in accordance with Form 6 provided in Section III - Application Forms and scoring as per Schedule-1</p>	30
<p>2.2 Quantitative assessment of the Applicant’s Human Resource Capacity</p> <p>The extent to which the Applicant has access to personnel appropriate for the tasks. This sub-criterion is evaluated on the basis of the List of proposed experts submitted in Form 6 (continued, 2. Human resource</p>	10

capacity) provided in Section III - Application Forms and scoring as per Schedule-1.	
3. Is the Application concise, related to the project, well structured and presented in line with the requirements of the PQ?	5
Overall Total Score	100

Notes:

- (a) The project work completed by an applicant as JV / Consortium will be considered for evaluation / scoring only if:
- (i) Bidder was the lead member of the JV/Consortium
- OR
- (ii) Bidder was the member of JV/Consortium having minimum 26% participation
- For Applicant's Experience (Para 1.1.1 to 1.1.4), Applicant's Capabilities (Para 2.1 to 2.2), the consultant participating in the form of JV / Consortium shall jointly qualify the minimum requirements and submit requisite documents.
- (b) The consultant with an overall score of less than 70 will not be considered at RFP Stage.
- (c) The detailed assessment of the project references presented under Applicant's "Experience in implementing similar projects" (1.1) will be conducted with the following methodology:
- (d) The full score under each evaluation sub-criterion 1.1.1 – 1.1.4 will be achieved if:
- the Consultant provides the total quantity of requested project references under project reference types 1.1.1 – 1.1.4;
 - each project reference presented fully reflects the requirements or scope of the respective reference type (additional specifications for the project reference types under 1.1.1 – 1.1.4 are not to be understood as minimum requirements, but rather as requirements to achieve the full score per project reference type); and/or
 - the project reference presented provides all information relevant for its evaluation.
- (e) It is a mandatory requirement for prequalification that the Applicant provides project references from at least two different countries for project reference types 1.1.1 – 1.1.3.
- (f) A single reference project may be presented for multiple reference types.
- (g) In case more than the requested number of project references are submitted, the project references receiving the highest score will be considered.
- (h) Value of successfully completed portion of any ongoing work up to last day of previous month of tender submission will also be considered for qualification of work experience criteria provided at least 40% of the Contract value of work is completed. However, to

claim the ongoing work, the bidder will require to submit the client certificate with completion details.

4.2.5 The number of prequalified Applicants to be invited to submit a Proposal is limited to eight (8). The Maximum of 8 applicants will be shortlisted for issuance of Request for Proposal (RFP) and submission of technical and financial proposal.

4.2.6 In case of Tie in Total between the Applicants, then the Applicant with highest Annual Turnover will be given priority in shortlisting.

Schedule – 1: Evaluation of Applicant’s Capacity

Sr. No.	Description	Bifurcation	Points
2.1	Qualitative assessment of the Applicant’s available Expertise		30
	10 points for each head of expertise (PT planning & operations / capacity building / Business Management) <i>(For Points Bifurcations, Refer Annexure – A of Schedule – 1)</i>		
	Public transport (PT) planning & operations	10	
	Capacity building	10	
	Business Management	10	
2.2	Quantitative assessment of the Applicant’s Human Resource Capacity		10
	2.2.1 Total Staff Capacity	4	
	2.2.2 Expertise Staff	6	
	<i>(For Points Bifurcations, Refer Annexure – B to Schedule – 1)</i>		

Refer Annexure – A of Schedule – 1, Points Bifurcation

10 points for each head of expertise (PT planning & operations / capacity building / Business Management)

Sr. No.	Description	Points
A	Qualification of the experts	4
(i)	>60% Master’s/Post Graduation degree	4
(ii)	30% - 60% Master’s/Post Graduation degree	3
(iii)	< 30% Master’s/Post Graduation degree	2
B	Total Experience of the experts	3
(i)	At least 20% staff with >15 years of experience	3
(ii)	At least 30% with 7 - 15 years of experience	2
C	International Experience – At least 20% staff with international relevant experience	2
D	Relationship with / Years within the Applicant – >50% of the total staff shall be permanent / on payroll staff	1

Note: The expert claimed at one place, for e.g. PT planning & operations, cannot be claimed at other place (i.e. capacity building and Business Management).

Refer Annexure – B of Schedule – 1, Points Bifurcation

Sr. No.	Description	Points
2.2.1	Total Staff Capacity	4
A	Staff >= 25 persons	4
B	Staff 15 – 25 persons	3
C	Staff <=15 persons	2
2.2.1	Expertise Staff	6
A	Public Transport Planning & Operations – at least 40% staff with experience of public transport planning and operations management	3
(i)	>40% of total staff	3
(ii)	20% - 40% of total staff	2
(iii)	<20% of total staff	0
B	Capacity Building – at least 20% staff with experience of capacity building and trainings	1
(i)	>20% of total staff	1
(ii)	<20% of total staff	0
C	Business Plan & Management – at least 40% staff with experience of Business Plan and management	2
(i)	>40% of total staff	2
(ii)	20% - 40% of total staff	1
(iii)	<20% of total staff	0



**German Financial Cooperation (FC) with
India**

**Climate-Friendly Urban Mobility III Accompanying Measure
– Surat Metro
(BMZ no. 201670264)**

Prequalification

for

**Consultancy Services under the Accompanying Measure
for the Surat Metro Rail Project, Phase - I**

March 2024

EOI No. GMRC/PQ-AM/Surat/2024

Issued by

Gujarat Metro Rail Corporation (GMRC) Limited

(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as Metro Link Express for Gandhinagar and
Ahmedabad (MEGA) Co. Ltd.

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010,
Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

SECTION III – APPLICATION FORMS

Form 1– Declaration of Undertaking**Declaration of Undertaking**

Reference name of the Application/Offer/Contract: ("Contract")¹

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")² subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex 1 countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity*);
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or

¹ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".

² The PEA means the purchaser, the Employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or

2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an Affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

ii. having been recruited (or being proposed to be recruited) ourselves or any of our Affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International

Labour Organisation³ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with Applicable Law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with Applicable Law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the Applicable Law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁴: _____

Signature:

Dated:

³ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁴ In the case of a JV, insert the name of the JV. The person who will sign the application, Bid or Proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Appendix 1

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....

(Place)

.....

(Date)

.....

(Name of the consultant)

.....

(Signature(s))

Form 2 – Sample Declaration on Conflict of Interest and of Submitting a Proposal

Declaration on Conflict of Interest and of Submitting a Proposal

Project (name and country):

Tender Ref./ Project ID:

We *[insert the name of the Applicant]* hereby declare that we are an independent Consultant and we, nor any member of the JV in which we are member, nor any Sub-Consultant listed below have a conflict of interest as per GP 1.5.

We hereby declare that in the event of being prequalified by the Employer, we shall submit a Proposal, subject to the details of the tender documents.

[Insert the following text if the Application includes one or several Sub-Consultants, whose qualifications should be considered by the Employer in the pre-qualification process:

“We request that the qualifications of the following Sub-Consultant(s) shall be considered by the Employer in the pre-qualification process,

[List Sub-Consultants here]

If short-listed, we undertake to submit a Proposal that includes all of the above Sub-Consultants.”]

[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.1]

Form 3 – Sample Declaration of Association

Declaration of Association

Project (name and country):

Tender Ref./ Project ID:

We hereby declare our intent to associate with the following firms for the purpose of forming a Joint Venture:

[Insert the names of the other JV members here]

[Insert the name of the Lead Consultant] shall be the Lead Consultant.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an application separately from the firms listed above. Further, we understand that if a Consultant appears as an associate in more than one Application, all Applications in which the Consultant appears shall be disqualified.

In the event that this JV is awarded a Contract, we shall perform the Services in the composition and in the form of cooperation described above.

[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.1]

Form 4 – Financial Capacity Statement

[This table is provided for illustrative purposes only. Adjust the table to reflect the financial capability requirements set out in accordance with GP 4.2.1]

Annual Turnover Turn over from Consultancy Services						Last financial year	
Year	Amount and currency	Exchange Rate*	EUR Equivalent	Exchange Rate	INR Equivalent	Current Assets	Current Assets
[indicate year]	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in EUR equivalent]	[insert applicable exchange rate of EUR to INR]	[insert amount in INR equivalent]	[only last financial year]	
Average Annual Turnover from Consultancy Services						Current Ratio (current ratio / current liability)	
Name of Chartered Accountant (CA)							
Seal and Signature of CA							
Membership Number of CA							
UDI no. of CA							

Note

This information should be extracted from the Stand-alone Annual Financial Statements and Banking Reference. (The information should be duly certified by an independent Chartered Accountant/ CPA) Rupee equivalent to be calculated at exchange rates as on the last date of respective financial years.

Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2019, 2020, 2021, 2022 and 2023.

If annual accounts are not yet available for the last year, please provide latest estimates or provisional figures. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table).

Natural persons without balance sheet shall provide appropriate information.

The Bidder and its parties shall provide copies of financial statements for last 5 Financial years pursuant Section II, Special Provisions, Sub-factor 4.2.1.

The rate of exchange for a specific currency is not available on RBI web address (<https://www.rbi.org.in/scripts/referenceratearchive.aspx>), the exchange rates as available at the web address: <http://www.xe.com/> shall be followed.

Form 5 – Project Experience

Ref no:	Project title							
Name of legal entity (declaring Consultant)	Project Country	Overall project value (EUR)*	Proportion carried out by the legal entity (%)*	Provided staff input (person months)	Name of client	Origin of funding	Dates (start/end)	Name of JV members, if any
...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project		
...						...		

* If the overall project value refers to overall project cost inclusive of Consulting Services please indicate the consulting fee separately. The portion carried out by the legal entity refers to that figure.

Form 6 – List of Available Expertise and Human Resource Capacity

1. Access to Expertise Required for the Assignment

Complete the list below to demonstrate the extent to which you have access (internally / externally) to expertise required for this assignment / for the project team profiles described in GP / SP 1.6. Include home-office project management / administration and back-stopping personnel. Include freelance personnel and Sub-Consultant staff, if applicable (see Form 2 in Section III). Do not attach CVs as no detailed evaluation of candidates for the project team shall be carried out at the prequalification stage. The Applicant shall not present a potential project team. The focus is on access and availability to project relevant expertise. It is understood that prequalified Applicants are not required to include staff named below into the Proposal.

Name	Project team profile / areas of required expertise as per GP / SP 1.6 ⁵	Education/ Degree	Years of Professional Experience	Relationship with / Years within the Applicant ⁶	Country/Regional Experience	Relevant Project References (Description of project-related experience)	Languages

⁵ The project team profiles should be identical to the project team profiles listed in GP / SP 1.6. The information provided in the “Education/Degree” and “Relevant Project References) should demonstrate that the expert’s core specialization is appropriate for the respective project profile.

⁶ For freelance experts (e.g. with retainer Contracts or formal agreements) indicate “FE” and how long the expert has been associated with the Applicant. For Sub-Consultant staff indicate “Sub”. Staff from Affiliated firms of the Applicant shall be considered as Sub-Consultant staff.

Form 6 continued

2. Human Resource Capacity

Complete the list below to demonstrate the staff available in the areas of expertise required in this assignment as described in GP / SP 1.6. The focus here is on the Applicants human resource capacity and breadth in relation to the required expert Services.

[To avoid misunderstanding insert a separate sheet for each JV members here]

Departments / Divisions in the firm relevant to the project team profile / areas of required expertise as per GP / SP 1.6	Staff		Total staff appropriate for the specialisation
	Permanent staff in the Applicants firm	Freelance staff	

Total staff number of the Applicant			
-------------------------------------	--	--	--

Please substantiate above statements with (an) organizational chart(s) of the firm or the relevant parts of the firm

FORM - 7
UNDERTAKING / SELF DECLARATION

It is confirmed and declared that we, or any of our associate, have not been blacklisted or debarred as on the due date of submission of bid by Government of India/any State Government in India/Central or State Government undertaking or any bilateral/multilateral funding agency.

It is confirmed and declared that we, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been or will be, paid.

Stamp and Signature of Authorized Signatory

NOTE:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium



**German Financial Cooperation (FC) with
India**

**Climate-Friendly Urban Mobility III Accompanying Measure
– Surat Metro
(BMZ no. 201670264)**

Prequalification

for

**Consultancy Services under the Accompanying Measure
for the Surat Metro Rail Project, Phase - I**

March 2024

EOI No. GMRC/PQ-AM/Surat/2024

Issued by

Gujarat Metro Rail Corporation (GMRC) Limited

(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as Metro Link Express for Gandhinagar and
Ahmedabad (MEGA) Co. Ltd.

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010,
Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

SECTION IV – ELIGIBILITY CRITERIA

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

-
- 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state; (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.



**German Financial Cooperation (FC) with
India**

**Climate-Friendly Urban Mobility III Accompanying Measure
– Surat Metro
(BMZ no. 201670264)**

Prequalification

for

**Consultancy Services under the Accompanying Measure
for the Surat Metro Rail Project, Phase - I
KfW Procurement ID 38183**

March 2024

EOI No. GMRC/PQ-AM/Surat/2024

Issued by

Gujarat Metro Rail Corporation (GMRC) Limited

(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as Metro Link Express for Gandhinagar and
Ahmedabad (MEGA) Co. Ltd.

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010,
Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

SECTION V – KfW POLICY – SANCTIONABLE PRACTICE – SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

1) Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract and to have them audited by auditors appointed by KfW.

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

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

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

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.

Fraudulent Practice Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

Obstructive Practice Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2) Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence). Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with Applicable Law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.