



BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL PROJECT – PHASE-II

Bidding Documents for

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

**BID No. 3 RS-DM
PART 1: BIDDING PROCEDURE**

OCTOBER 2016

Issued by:

Bangalore Metro Rail Corporation Limited
(A Joint Venture of Govt. of Karnataka and Govt. of India)
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SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

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Section I: Instructions to Bidders
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Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids **indicated in the Bid Data Sheet (BDS)**, the Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of Plant and Installation Services as specified in Section VII, Employer's Requirements. The name, identification, and number of lots (contracts) of the International Competitive Bidding (ICB) are **provided in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - a) the term "in writing" means communicated in written form and delivered against receipt;
 - b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and;
 - c) "day" means calendar day.
2. **Source of Funds**
 - 2.1 The Employer has received or has applied for financing (hereinafter called "funds") from the Agence Française de Développement (hereinafter called "the Agency") toward the project named **in the BDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
3. **Corrupt and Fraudulent Practices**
 - 3.1 The Agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
 - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Agency to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Agency.
4. **Eligible Bidders**
 - 4.1 A Bidder may be a private entity or a government-owned entity—subject to ITB 4.3-or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture:
 - (a) **unless otherwise specified in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and;
 - (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the **BDS**, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - b) receives or has received any direct or indirect subsidy from another Bidder; or
 - c) has the same legal representative as another Bidder; or
 - d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the present bid; or
 - g) any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the Contract implementation; or
 - h) has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Agency throughout the procurement process and execution of the contract.
- 4.3 The Agency's eligibility criteria to bid are described in Section V– Eligibility criteria and social and environmental responsibility.
- 4.4 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing Declaration.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.6 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

5. **Eligible Plant and Installation Services**
- 5.1 The Plant and Installation Services to be supplied under the Contract and financed by the Agency may have their origin in any country, subject to the restrictions specified in Section V, Eligibility criteria and social and environmental responsibility, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of Plant and Installation Services.
- B. Contents of Bidding Document**
6. **Sections of Bidding Document**
- 6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.
- PART 1: Bidding Procedures**
- Section I. Instructions to Bidders (ITB)
 - Section II. Bid Data Sheet (BDS)
 - Section III. Evaluation and Qualification Criteria
 - Section IV. Bidding Forms
 - Section V. Eligibility criteria and social and environmental responsibility
 - Section VI. Agency Policy-Corrupt and Fraudulent Practices
- PART 2: Employer's Requirements**
- Section VII. Employer's Requirements
- PART 3: Conditions of Contract and Contract Forms**
- Section VIII. General Conditions (GC)
 - Section IX. Particular Conditions (PC)
 - Section X. Contract Forms
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its bid all information and documentation as is required by the Bidding Documents.
7. **Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 Any prospective Bidder requiring clarifications of the Bidding Documents shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the

inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the **BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 23.2.

- 7.2 The Bidder is advised to visit and examine the site where the plant is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of Plant and Installation Services. The costs of visiting the site shall be at the Bidder's own expense.
 - 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
 - 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
 - 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
 - 7.6 Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
8. **Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
 - 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. Employer shall also promptly publish the addendum at the web page in accordance with ITB 7.1.
 - 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 23.2.

C. Preparation of Bids

9. **Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. **Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. **Documents Comprising the Bid** 11.1 The Bid submitted by the Bidder shall comprise the following:
- (a) Letter of Bid, in accordance with ITB 12;
 - (b) Completed schedules as required, including Price Schedules, in accordance with ITB 12 and 17;
 - (c) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed;
 - (d) Bid Security or Bid Securing Declaration, in accordance with ITB 20;
 - (e) alternative bids, if permissible, in accordance with ITB 13;
 - (f) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2;
 - (g) documentary evidence established in accordance with ITB 14.1 that the Plant and Installation Services offered by the Bidder in its bid or in any alternative bid, if permitted, are eligible;
 - (h) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
 - (i) documentary evidence established in accordance with ITB 16 that the Plant and Installation Services offered by the Bidder conform to the Bidding Document;
 - (j) in the case of a bid submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Plant to be executed by the respective partners;
 - (k) list of subcontractors, in accordance with ITB 16.2; and
 - (l) any other document **required in the BDS**.
- 11.2 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
12. **Letter of Bid, Statement of Integrity and** 12.1 The Letter of Bid, the Statement of Integrity and the Schedules, including the appropriate Price Schedules, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The Letter

- Schedules** of Bid and Statement of Integrity must be completed without any alteration to the text, and no substitute shall be accepted excepted as provided under ITB 21.2. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 **The BDS indicates** whether alternative bids are allowed. If they are allowed, the BDS will also indicate whether they are permitted in accordance with ITB 13.3, **or** invited in accordance with ITB13.2 and/or ITB 13.4.
- 13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer a plant meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When bidders are **invited in the BDS** to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Section VII, Employer's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Plant and Installation Services shall be considered by the Employer on their own merits, pursuant to ITB 35.
- 14. Documents Establishing the Eligibility of the Plant and Installation Services**
- 14.1 To establish the eligibility of the Plant and Installation Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 15. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 15.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 16. Documents establishing conformity of the Plant and Installation Services**
- 16.1 The Bidder shall furnish the information stipulated in Section IV, in sufficient detail to demonstrate substantial responsiveness of the Bidders' proposal to the Employer's requirements and the completion time.
- 16.2 For major items of Plant and Installation Services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever

Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

- 16.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any plant, or services to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 15.1

17. Bid Prices and Discounts

- 17.1 Unless otherwise **specified in the BDS**, bidders shall quote for the entire Plant and Installation Services on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

- 17.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.

- 17.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.

- 17.4 Depending on the scope of the Contract, the Price Schedules may comprise up to the six (6) schedules listed below. Separate numbered Schedules included in Section IV, Bidding Forms, from those numbered 1-4 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary, (Schedule 5), giving the total bid price(s) to be entered in the Letter of Bid.

- Schedule No. 1 Plant (including Mandatory Spare Parts) Supplied from Abroad
- Schedule No. 2 Plant (including Mandatory Spare Parts) Supplied from within the Employer’s Country
- Schedule No. 3 Design Services
- Schedule No. 4 Installation Services
- Schedule No. 5 Grand Summary (Schedule Nos. 1 to 4)
- Schedule No. 6 Recommended Spare Parts

Bidders shall note that the plant and equipment included in Schedule

- Nos. 1 and 2 above **exclude** materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No.4, Installation Services.
- 17.5 In the Schedules, bidders shall give the required details and a breakdown of their prices as follows:
- (a) Plant to be supplied from abroad (Schedule No. 1):
The price of the plant shall be quoted on CIP-named place of destination basis as **specified in the BDS**
 - (b) Plant manufactured within the Employer's country (Schedule No. 2):
 - (i) The price of the plant shall be quoted on an EXW Inco term basis (such as "ex-works," "ex-factory," "ex-warehouse" or "off-the-shelf," as applicable),
 - (ii) Sales tax and all other taxes payable in the Employer's country on the plant if the contract is awarded to the Bidder, and
 - (iii) The total price for the item.
 - (c) Design Services (Schedule No. 3).
 - (d) Installation Services shall be quoted separately (Schedule No. 4) and shall include rates or prices for local transportation to named place of final destination as **specified in the BDS**, insurance and other services incidental to delivery of the plant, all labor, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Bidding Document, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids unless otherwise specified in the **BDS**.
 - (e) Recommended spare parts shall be quoted separately (Schedule 6) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.
- 17.6 The current edition of Incoterms, published by the International Chamber of Commerce shall govern.
- 17.7 The prices shall be either fixed or adjustable as **specified in the BDS**.
- 17.8 In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 17.9 In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material,

transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Bidding Forms, and to furnish the indices and weightings for the price adjustment formulae. The Employer may require the Bidder to justify its proposed indices and weightings.

- 17.10 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.
- 17.11 Bidders wishing to offer any unconditional discount shall specify in their Letter of Bid the offered discounts and the manner in which price discounts will apply.
- 18. Currencies of Bid and Payment**
- 18.1 The currency (ies) of the bid shall be, as **specified in the BDS**.
- 18.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements.
- 19. Period of Validity of Bids**
- 19.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 20, the Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 19.3.
- 19.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor or factors specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.
- 20. Bid Security**
- 20.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security as **specified in the BDS**, in original form and in the amount **specified in the BDS**.
- 20.2 A Bid-Securing Declaration shall use the form included in Section IV Bidding Forms.

- 20.3 If a bid security is specified pursuant to ITB 20.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or surety;
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **indicated in the BDS**,
- from a reputable source from an eligible country as specified in Section V-Eligibility criteria and social and environmental responsibility. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 19.2
- 20.4 Any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
- 20.5 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.
- 20.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 20.7 The bid security may be forfeited or the Bid-Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41; or
 - (ii) furnish a performance security in accordance with ITB 42.
- 20.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1 and ITB 11.1.
- 20.9 If a bid security is not required in the BDS pursuant to ITB 20.1, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or any extension

thereto provided by the Bidder, or

- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 21.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 21.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

- 22.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 22.2 The inner and outer envelopes shall:
 - (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer in accordance with ITB 23.1;
 - (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

23. Deadline for

- 23.1 Bids must be received by the Employer at the address and no later

- Submission of Bids** than the date and time **indicated in the BDS. When so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 23.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
24. **Late Bids** 24.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 23. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
25. **Withdrawal, Substitution, and Modification of Bids** 25.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
 - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
26. **Bid Opening** 26.1 Except in the cases specified in ITB 24 and 25, the Employer shall publicly open and read out in accordance with ITB 26 all bids received by the deadline (regardless of the number of bids received), at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as **specified in the BDS**.
- 26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the

corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative bids, and indicating whether there is a modification; the presence or absence of a bid security or Bid-Securing Declaration; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Schedules are to be initialed by a minimum of three representatives of the Employer attending bid opening. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 24.1).
- 26.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum, for each bid: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative bids; and the presence or absence of a bid security or a Bid-Securing Declaration. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

27. Confidentiality

- 27.1 Information relating to the examination, evaluation and comparison of the bids, and qualification of the Bidders, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 40.
- 27.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation and comparison of the bids and qualification of the Bidders, or Contract award decisions may result in the rejection of its bid.
- 27.3 Notwithstanding ITB 27.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

28. Clarification of Bids

- 28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices and substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 32.

- 28.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
29. **Deviations, Reservations, and Omissions**
- 29.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
30. **Determination of Responsiveness**
- 30.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 30.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Plant and Installation Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 The Employer shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material deviation, reservation, or omission.
- 30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
31. **Nonmaterial Nonconformities**
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 31.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 31.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.
32. **Correction of**
- 32.1 Provided that the bid is substantially responsive, the Employer shall

- Arithmetical Errors** correct arithmetical errors on the following basis:
- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
 - (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 4 and the amount given in Schedule No. 5 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 32.2 The Bidder shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1 shall result in the rejection of the Bid.
33. **Conversion to Single Currency** 33.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as **specified in the BDS.**
34. **Margin of Preference** 34.1 No margin of domestic preference shall apply.
35. **Evaluation of Bids** 35.1 The Employer shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.
- Technical Evaluation**
- 35.2 The Employer will carry out a detailed technical evaluation of the bids not previously rejected to determine whether the technical aspects are in compliance with the Bidding Document. **The bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness.** In order to reach its determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:
- (a) overall completeness and compliance with the Employer's Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Specification and in Section III Evaluation and Qualification Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid;
 - (b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
 - (c) other relevant factors, if any, listed in Section III, Evaluation

and Qualification Criteria.

- 35.3 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

Economic Evaluation

- 35.4 To evaluate a bid, the Employer shall consider the following:
- (a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
 - (c) price adjustment due to discounts offered in accordance with ITB17.11;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
 - (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and
 - (f) the additional evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 35.5 If price adjustment is allowed in accordance with ITB 17.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 35.6 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 35.7 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Employer's estimation or seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. If it turns out that the bid price is abnormally low, the bid may be declared non-compliant and rejected. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 36. Comparison of Bids** 36.1 The Employer shall compare all substantially responsive bids in accordance with ITB 35.4 to determine the lowest evaluated bid.
- 37. Eligibility and Qualification of the Bidder** 37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either continues to meet (if

prequalification applies) or meets (if post qualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

37.4 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

39. Award Criteria

39.1 Subject to ITB 38.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

40. Notification of Award

40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Plant and Installation Services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

40.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding.

40.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

- 40.4 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.2, requests in writing the grounds on which its bid was not selected.
- 41. Signing of Contract**
- 41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the Plant and Installation Services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Plant and Installation Services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Employer and of the Agency that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Plant and Installation Services under the terms of the Contract.
- 42. Performance Security**
- 42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions, subject to ITB 35.7, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

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BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL PROJECT – PHASE-II

Bidding Documents for

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

SECTION II: BID DATA SHEET

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Section II. Bid Data Sheet

ITB Clause Reference	Description
A. Introduction	
General	<p>The following terms used in the Bidding Documents shall have the same meaning & interpretations:</p> <ul style="list-style-type: none"> • “Bid (s)” and “Tender (s)” • “Applicant (s)” and “Bidder (s)” and “Tenderer (s)” • “Employer’s Requirements” and “Works Requirements” • “Clause(s)” and “Article(s)”
ITB 1.1	The number of the Invitation for Bids is : 3 RS-DM
ITB 1.1	<p>The Employer is: The Managing Director</p> <p>Bangalore Metro Rail Corporation Limited (BMRCL)</p> <p>III Floor, BMTCL Complex K H Road, Shanthinagar Bangalore-560 027 Karnataka, India Ph: 080-22969300, 22969301, Fax: 22969222 E-mail: bmrcl@dataone.in</p>
ITB 1.1	<p>In addition to ITB Sub-Clause 1.1 the following is added:</p> <p>The name of the ICB is: Supply of 150 Nos. Standard gauge Intermediate cars as per requirements of BMRCL Compatible with and Suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under Contract no. 2 RS-DM.</p> <p>The identification number of the ICB is: 3 RS-DM</p> <p>The number and identification of lots (contracts) comprising this ICB is:</p> <ul style="list-style-type: none"> • 21 units (63 intermediate cars) to convert 21 nos. of 3-Car train sets of East-West Corridor (Purple line) into 6-Car Train sets. • 29 units (87 intermediate cars) to convert 29 nos. of 3-Car train sets of North-South Corridor (Green line) into 6-Car Train sets.
ITB1.2 (New)	<p>New BDS Sub-Clause 1.2 is added as below:</p> <p>Bangalore Metro Rail Corporation Ltd (BMRCL) is proceeding with the implementation of Phase-II of the Mass Rapid Transport System (MRTS) for Bangalore. The sanctioned Detailed Project Report (DPR) of Phase-II also envisages extension of existing two corridors viz. East-West and North-South Corridors comprising of Elevated sections. The East-west Corridor is extended from Mysore Road terminal to Kengeri up to 7.533 km in West end and from Baiyappanahalli to ITPL-Whitefield up to 15.656 km in East end. Similarly North-South Corridor is extended from Nagasandra to Bangalore International Exhibition Centre (BIEC) up to 3.124 km in North side and Puttenahalli Cross to Anjanapura Township (up to NICE Road) up to 6.057 km in South side.</p> <p>To meet the increased passenger load due to extension of East-West and North-South Corridors, the Detailed Project Report (DPR) provides for conversion of 50</p>

ITB Clause Reference	Description
	Nos. of 3-Car Train sets (*DMC TC DMC*) to 6-car train sets (*DMC TC MC + MC TC DMC*) by inserting intermediate Car units, each unit comprising of 2MC & 1TC(MC + MC TC).
ITB 1.3 (New)	<p>New BDS Sub-Clause 1.3 is added as below:</p> <p>The Scope of the Contract shall be Supply of 150 nos. Standard Gauge Intermediate Cars (50 units, each unit consisting of MC + MC TC) to convert existing 3-Car Train sets (*DMC TC DMC*) into 6-Car Train sets (*DMC TC MC + MC TC DMC*) by inserting the additional units. It also includes supply of unit exchange spares, mandatory spares and consumable spares, training, operation & maintenance manual. The cars required for the corridors shall be compatible with and suitable for integration with the existing Standard Gauge 'No. 2 RS-DM' type trains supplied by BRMM Consortium. The cars required for the corridors shall be of modern design, lightweight made of stainless steel body, with 3 phase AC drive having VVVF control, regenerative braking and suitable for ATP, ATC, ATO provided by the other designated contractor. The cars for underground/Elevated & At-Grade Corridors shall operate on 750V D.C, third Rail bottom current collector system. The cars shall be provided with Propulsion and Control Systems supplied by M/s Mitsubishi Electric Corporation, Japan same to the propulsion system provided in the existing 3 car train set (*DMC TC DMC*) of East- West and North –South Corridor of Phase-I (supplied under Phase-I 'No. 2 RS-DM' Contract).</p>
ITB 1.4 (New)	<p>New BDS Sub-Clause 1.4 is added as below:</p> <p>Maximum one unit can be manufactured in the off-shore factory outside India and remaining 49 units shall be manufactured / assembled in India. In case of indigenous manufacture/assembly, the Contractor shall submit detailed proposal indicating details of the Indian Partner(s), the place of manufacture in India, manufacturing (Delivery) schedule etc. in the technical proposal. Maintaining quality standards, ensuring performance requirements and timely delivery shall be the sole responsibility of the Contractor.</p>
ITB 1.5 (New)	<p>New BDS Sub-Clause 1.5 is added as below:</p> <p>For manufacture of cars in India, the technical proposal must include complete details of Indian partner including details of technical capability and financial capability. Details of the Indian partner shall include, but not limited to, the following:</p> <ul style="list-style-type: none"> • MoU indicating scope of Supply • Procedure for assuring Quality Standards. • Detailed plan for deployment of Contractor's personnel in Indian partner's manufacturing facilities. • Qualification procedures for key personnel including welders, crimpers, fitters etc. • Detailed method statements for each activity including supply, manufacture, testing and commissioning. • Inspection procedures (stage as well as final) for sub-systems and complete car. • Availability of Machinery & Plant (M&P), jigs & fixtures etc.; • Details of transfer of Engineering and manufacturing drawings.

ITB Clause Reference	Description
	Any other documents desired by Employer.
ITB 1.6 (New)	New BDS Sub-Clause 1.6 is added as below: The Contractor shall also carry out effective interface coordination with designated Contractors and other appointed Contractors by the Employer from time to time, during the Contract duration.
ITB 1.7 (New)	New BDS Sub-Clause 1.7 is added as below: The Contractor shall carry out all the tests required for acceptance of new Rolling Stock as per IEC 61133 and as specified in Employer's Requirements. On delivery of Intermediate Car unit comprising 2 MC & 1 TC, 6-Car Train formation shall be made in the nominated depot of BMRCL. The Contractor shall carry out Type tests, Integrated Testing and Commissioning of 6-Car trains on the section in co-ordination with designated Contractors, under supervision of Engineer. He shall also carry out all statutory tests and trials on trains necessary for obtaining sanction of Competent/Statutory Authorities for opening the system for public carriage of passengers and provide assistance and information as required by the appropriate statutory authorities in India.
ITB 1.8 (New)	New BDS Sub-Clause 1.8 is added as below: The detailed Scope of the Contract for the supply of Train Units is further described in Part 2: Employer's Requirement. The Contractor shall ensure the availability of spares as per Clause 8.8 of Employer's Requirements: General Specifications.
ITB 1.9 (New)	New BDS Sub-Clause 1.9 is added as below: Sub-Contracts
ITB 1.9.1 (New)	New BDS Sub-Clause 1.9.1 is added as below: For sub-contracting, Clause 19 of PC shall apply. The contractor shall ensure that sub-systems of Intermediate Cars will match in design, dimensions, weight and performance characteristics with sub-systems of original Cars of BMRCL No. 2 RS-DM. Contractor to ensure proper integration at sub-system level and Car level. The list of Major sub-assemblies and their suppliers are given in clause 2.5 (Subcontractors/ Manufacturer) under Part 1: Section III (Evaluation and Qualification Criteria). In case, contractor proposes to use supplies from a different vendor, it shall be obligatory for the Contractor to obtain "Notice of No Objection" from the Engineer for the selection of the sub-contractor and vendors, for all items of supplies, even if the name of the sub-contractor/vendor/sub-vendor is named in the Contractor's Proposal and the supplies to be done including purchase of materials and equipment is in accordance with the standards specified in the contract.
ITB 1.9.2 (New)	New BDS Sub-Clause 1.9.2 is added as below: The terms and conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the price(s) quoted by the Bidder. However, the subcontractor/vendor shall fully comply with the technical specifications included in the Employer's Requirements.

ITB Clause Reference	Description
ITB 2.1	<p>Replace ITB Sub-Clause 2.1 with the provisions as below:</p> <p>Source of funds</p>
ITB 2.1.1	<p>The name of the Project is: Bangalore Metro Rail Project Phase-II.</p> <p>Phase-II of the project will be financed partly through equity participation by the Government of India (GoI) and Government of Karnataka (GoK) and partly through loans from Agence Française de Développement (AFD) and other external agencies which are under finalisation.</p> <p>This Bid No. 3 RS-DM/ for Supply of 150 nos. of Standard Gauge Intermediate Cars as per requirements of BMRCL Compatible with and Suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under Contract no. 2RS-DM will be funded by Agence Française de Développement (AFD). In the event of part funding by AFD, the balance will be funded by other sources.</p> <p>Disbursement of the loan by the Agence Française de Développement (AFD) will be subject to the terms and condition of the loan agreement no.CIN1062 dated 23rd-25th March, 2015 amounting 200 Million Euros including the "Guidelines for the Procurement of AFD-Financed Contracts in Foreign Countries".</p>
ITB 3	<p>In addition to ITB Sub-Clause 3 the following is added:</p> <p>The Employer and the Agency requires that the Bidders/ Contractors, under this contract, observe highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the employer-</p> <p>(a) defines, for the purpose of these provisions, the terms set forth below as follow:</p> <p>(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practices" means misrepresentation of facts in order to influence a procurement process or the execution of a contract detrimental to the interests of and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition.</p> <p>(b) will reject the Bid for the Facilities or rescind the Contract, if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.</p> <p>(c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if at any time it is determined that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.</p>
ITB 4.1	<p>Replace ITB Sub-Clause 4.1 with the provisions as below:</p> <p>Eligible Bidders</p> <p>A Bidder may be a private entity or a government-owned entity subject to ITB 4.3 or any combination of such entities in the form of a joint venture (JV)/ Consortium under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture:</p> <p>(a) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and</p> <p>(b) The JV shall nominate a Representative (Leader) who shall have the authority</p>

ITB Clause Reference	Description
	<p>to conduct all business for, and on behalf, of any and all the partners of the JV during the Bidding process and, in the event the JV is awarded the Contract, during the contract execution.</p> <p>The maximum number of members in the JV/Consortium shall be Four (4). The Lead member's percentage of financial participation must be at least 30% and in respect of other members of the group (consortium/JV) it shall be decided by the JV or Consortium.</p>
<p>ITB 4.6</p>	<p>Replace ITB Sub-Clause 4.6 with the provisions as below:</p> <p>This Bidding Process is in Single stage three envelope system: First Envelope will contain Pre-Qualification package, second envelope will contain Technical package and third envelope will contain Financial package. Technical Bids of only such eligible Bidders will be evaluated from those companies, corporation, partnerships, consortia and joint ventures who meets and passes the Pre-qualification Procedures under Part 1A: Prequalification Procedures. Financial Bid of only such eligible Bidders will be evaluated whose Technical Bid shall be technically suitable, acceptable as per "Part 2 : Employer's Requirements" and is substantially responsive to the requirement of Bid documents.</p>
<p>ITB 4.7 (New)</p>	<p>New BDS Sub-Clause 4.7 is added as below:</p> <p>In case, the Bidder is a consortium/ JV, its Bid should clearly state that members in the consortium / JV will be "jointly and severally" responsible for performance under the Contract. A detailed Consortium/JV Agreement between the Members of such Consortium/JV stating clearly their inter-relationship and division of work and individual responsibilities among the Members as mentioned in ITB 4 of Part1: Bidding Procedures shall be submitted in the Pre-Qualification Package and a copy of which shall also be submitted in technical package along with Letter of Bid for Technical package in Section IV: Bidding Forms.</p>
<p>ITB 4.8 (New)</p>	<p>New BDS Sub-Clause 4.8 is added as below:</p> <p>Further, a Notarized Power of Attorney signed by all the Consortium Members duly supported by their board resolutions must also accompany the Bid by naming and authorizing the Lead Member, inter alia, to submit the Bid on their behalf. As the Contract Agreement is required to be executed by all Members of the Consortium/JV each Member of the Consortium/JV is required to issue a Notarized Power of attorney authorizing an individual as its authorized signatory, inter alia, to sign the Contract Agreement. All the members of the consortium/JV shall be jointly and severally liable to the Employer.</p>
<p>ITB 4.9 (New)</p>	<p>New BDS Sub-Clause 4.9 is added as below:</p> <p>Every Bidder, be it a single entity or a consortium/JV, is required to submit along with its Bid a Notarized Power of Attorney duly signed and stamped and supported by its board resolution authorizing an individual as its authorized signatory, inter alia, to sign and submit the Bid.</p>
<p>ITB 4.10 (New)</p>	<p>New BDS Sub-Clause 4.10 is added as below:</p> <p>The mode of execution of the Notarized Power of Attorney (PoA) should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under</p>

ITB Clause Reference	Description
	<p>common seal affixed in accordance with the required procedure.</p> <p>For a Notarized Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and/or notarized in the jurisdiction where the Notarized Power of Attorney is being issued. However, the Notarized Power of Attorney provided by a Bidder from a country which has signed the Hague Legislation Convention 1961 is not required to be legalized by the Indian Embassy if it carries a conforming "Apostille" certificate.</p>
<p>ITB 4.11 (New)</p>	<p>New BDS Sub-Clause 4.11 is added as below:</p> <p>Where the Bidder is a Consortium or Joint Venture, the Bidder shall submit the following additional information to meet the qualification criteria for eligibility:</p> <ol style="list-style-type: none"> a. Memorandum of Understanding/Consortium Agreement, comprising of all the members, shall be provided duly notarized by the notary public of country of origin and should be either stamped by Indian Embassy or High Commission. Bidders from Member Countries of Hague convention may submit all these documents with "Apostille" stamp instead of Embassy or High Commission; b. Nomination of one of the members of the partnership, consortium or joint venture to be in-charge (Leader); and this authorization shall be covered in the Notarized Power of Attorney signed by the legally authorized signatories of all members of consortium or joint venture; c. Details of the intended percentage financial participation of each member shall be provided and reconfirmed and expanded with complete details of the proposed division of responsibilities and corporate relationships among the individual members; d. The member in charge (Leader) shall be authorized to incur liabilities, receive payments (if provided for in MoU/Consortium Agreement) and receive instructions for and on behalf of any or all members of the joint venture/consortium; e. All members of the joint venture/consortium shall be jointly and severally responsible for the execution of the Contract in accordance with the terms and condition of the Contract. f. The Bid shall be signed so as to be legally binding on all members of the partnership, consortium or joint venture.
<p>ITB 4.12 (New)</p>	<p>New BDS Sub-Clause 4.12 is added as below:</p> <p>The Bidder shall submit with the Bid full details of its ownership and control or, if the Bidder is a Consortium, full details of ownership and control of each Member thereof as per Appendix LB-7.</p>
<p>ITB 4.13 (New)</p>	<p>New BDS Sub-Clause 4.13 is added as below:</p> <p>Indian Bidders, or Indian Members of a Consortium shall submit, a copy of the Permanent Account Number (PAN) issued by the Income Tax. In case the Indian member of a Consortium is a wholly owned 100% subsidiary of their foreign partner in the said Consortium and this Indian company has been formed less than 3 years ago, the certified copy of the latest Financial Year income tax return (applicable only if company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted in the Technical Package.</p>
<p>ITB 4.14 (New)</p>	<p>New BDS Sub-Clause 4.14 is added as below:</p> <p>Each Bidder (each member in the case of a partnership, joint venture or consortium)</p>

ITB Clause Reference	Description
	<p>any associate is required to confirm and declare with its Bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. Such Bidder or Member will have to further confirm and declare in the Bid that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Bid Price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Bidder as non-compliant, and declare any Contract if already awarded to the Bidder to be null and void. Specific declaration to this effect exactly as per Section IV: Bidding Form (Appendix LB-9:Letter of Declaration for Non-engagement of any agent, middleman or intermediary) shall be submitted with the Technical Package.</p>
<p>ITB 4.15 (New)</p>	<p>New BDS Sub-Clause 4.15 is added as below: Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Bid will be an offence under laws of India. Such action will result in the rejection of the Bid, in addition to other punitive measures.</p>
<p>ITB 4.16 (New)</p>	<p>New BDS Sub-Clause 4.16 is added as below: One Bid Per Bidder Each Bidder shall submit only one Bid either by himself or as a partner in joint venture or as a member of a consortium. If a Bidder submits or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one Bid, such Bids will be disqualified.</p>
<p>ITB 5.1</p>	<p>In addition to ITB Sub-Clause 5.1 the following is added: Bidders are encouraged to adopt Indian sources to the maximum possible extent. However, all plant, materials, supplies, equipment and services shall be to the satisfaction of the Employer and Engineer. The information on all plant, materials, supplies, equipment and services included in the Contractor's Proposal and incorporated into the Contract shall not, in any event, be construed as a submission to the Employer under the Contract. The Bidder shall be required to make credible arrangements for ensuring the availability of spares as specified in clause 8.8 of Employer's Requirements: General Specifications</p>
<p>ITB 5.2 (New)</p>	<p>New BDS Sub-Clause 5.2 is added as below: There are no restrictions on the country of origin of plant, equipment, materials and services to be provided under the Contract but Bidders are encouraged to adopt Indian sources to the maximum possible extent. However, all plant, materials, supplies, equipment and services shall be to the satisfaction of the Employer and Engineer. The information on all plant, materials, supplies, equipment and services included in the Contractor's Proposal and incorporated into the Contract shall not, in any event, be construed as a submission to the Employer under the Contract.</p>
<p>B. Bidding Document</p>	
<p>ITB 6.1</p>	<p>Replace provisions of ITB 6.1 with the following: The Bidding Documents consist of Parts 1A, 1, 2, and 3 and 4 which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8. PART 1A: Prequalification Procedures</p>

ITB Clause Reference	Description
	<ul style="list-style-type: none"> • Section I : Instruction to Applicants (ITA) • Section II : Prequalification data sheet (PDS) • Section III : Qualification Criteria and Requirements • Section IV : Application Forms • Section V : Eligibility Criteria and Social and Environment Responsibility • Section VI: Agency Policy - Corrupt and fraudulent Practices. • Section VII: Brief Scope of the Contract for the Supply of Train Units • Appendix A: Salient Features of 3-car train sets supplied by the BRMM consortium under Contract No.2 RS-DM. <p>PART 1 : Bidding Procedures</p> <ul style="list-style-type: none"> • Section I : Instructions to Bidders (ITB) • Section II : Bid Data Sheet (BDS) • Section III : Evaluation and Qualification Criteria • Section IV : Bidding Forms <ul style="list-style-type: none"> • Pricing Document • Instructions for completing the Pricing Document • Section V : Eligibility Criteria and Social and Environment Responsibility • Section VI: Agency Policy- Corrupt and fraudulent practices. <p>PART 2 : Employer's Requirements</p> <ul style="list-style-type: none"> • Section VII-A: Employer's Requirements – General Specifications • Section VII-B: Employer's Requirements– Technical Specifications <p>PART 3 : Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VIII : General Conditions (GC) • Section IX : Particular Conditions (PC) • Section X : Contract Forms <p>PART 4: Reference Document</p> <ul style="list-style-type: none"> • Safety, Health and Environmental Manual (SHE Manual)
ITB 6.3	<p>Replace provisions of ITB 6.3 with the following:</p> <p>Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents available shall prevail.</p>
ITB 6.5 (New)	<p>New BDS Sub-Clause 6.5 is added as below:</p> <p>The Bidder is expected to examine carefully the contents of all the documents mentioned in BDS Sub-Clause 6.1. Failure to comply with the requirements of the Bid Documents will be at Bidders own risk. Bids that are not substantially responsive to the requirements of the Bid Documents will be rejected.</p> <p>The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Bid Documents.</p>
ITB 6.6 (new)	<p>New BDS Sub-Clause 6.6 is added as below:</p> <p>The documents including the Bid Documents and all attached documents provided by BMRCL are and shall remain or become the properties of BMRCL and are</p>

ITB Clause Reference	Description
	transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. The provisions of this Para shall also apply <i>mutatis mutandis</i> to the Bids and all other documents submitted by the Bidders, and BMRCL will not return to the Bidders any Bid, document or any information provided along therewith.
ITB 6.7 (New)	<p>New BDS Sub-Clause 6.7 is added as below:</p> <p>Contents of Supporting Documents</p> <p>The line profile of the corridors/sections and other documents, enclosed with the Bid Documents are for general information of the Bidder and may undergo changes/revisions from time to time. The accuracy or reliability of the documents referred to in this Para and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with this Bid is not guaranteed.</p>
ITB 7.1	<p>In addition to ITB Sub-Clause 7.1 the provisions to be added as below:</p> <p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>The Managing Director</p> <p>Bangalore Metro Rail Corporation Limited</p> <p>III Floor, BMTC Complex</p> <p>K H Road, Shanthinagar</p> <p>Bangalore-560 027</p> <p>Karnataka, India</p> <p>Ph: 080-22969300, 22969301, Fax: 22969222</p> <p>E-mail:bmrcldataone.in</p> <p>Attention: Mr.JitendraJha</p> <p>Project Manager (RS)</p> <p>Bangalore Metro Rail Corporation Limited</p> <p>III Floor, BMTC Complex</p> <p>K H Road, Shanthinagar</p> <p>Bangalore-560 027</p> <p>Karnataka, India</p> <p>Ph: 080-22969536 Fax: 080-22969222</p> <p>E-mail: jitendra@bmrc.co.in</p>

ITB Clause Reference	Description
<p>ITB 7.1.1 (New)</p>	<p>New BDS Sub-Clause 7.1.1 added as below:</p> <ul style="list-style-type: none"> i. The Bidder shall check the pages of all documents against page numbers given in indexes and summaries and in the event of discovery of any discrepancy, the Bidder shall inform The Managing Director, BMRCL forthwith for clarification. ii. Should the Bidder for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Bid, Bid Documents or the extent of detail in the Employer’s Requirements (General Specification and Technical Specification) and Bid Drawings, the Bidder shall seek clarification from the Managing Director, not later than the date specified in Appendix LB-1 to Letter of Bid. Any such clarification, together with all details on which clarification had been sought, will be copied to all Bidders without disclosing the identity of Bidder seeking clarification. All communications between the Bidder and the Managing Director, BMRCL shall be conducted in writing. Bidders are advised to use the format attached to BDS as Annexure-1 while seeking clarifications. iii. Except for any such written clarification by the Managing Director, BMRCL which is expressly stated to be by way of an addendum to the documents referred to in paragraph BDS 6.1 above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind the Employer or the Engineer under the Contract.
<p>ITB 7.2</p>	<p>In addition to ITB Sub-Clause 7.2 the provisions to be added as below: The Bidder shall submit certificate as specified in Section IV: Bidding Forms (Form of Certificate from Bidder confirming Site visit) conforming the site visitAppendixLB-11 to the Letter of Bid.</p>
<p>ITB 7.3</p>	<p>In addition to ITB Sub-Clause 7.3 the provisions to be added as below: It is deemed that the Bidder has visited the site and has taken into account all the factors that may affect his Bid in preparing his offer.</p>
<p>ITB 7.4</p>	<p>In addition to ITB Sub-Clause 7.4 the provisions to be added as below: The Bidder or his official representative shall attend a pre-bid meeting, which will be held at the place, date and time indicated in Appendix- LB1 to the Letter of Bid. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Bidders to submit Bids without conditions/qualifications. The Bidder is requested to submit any questions in writing or by facsimile as per the format attached to BDS in Annexure-1, to reach the Employer by the date as specified in Appendix - LB1 to the Letter of Bid. The text of the questions raised and the responses given will be transmitted without delay to all purchasers of the Bid documents. Any modification of the Bid documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.</p>
<p>C. Preparation of Bids</p>	

ITB Clause Reference	Description
ITB 10.1	<p>In addition to ITB Sub-Clause 10.1 the provisions to be added as below:</p> <p>The language of the bid is: English</p> <p>All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.</p>
ITB 11	<p>Replace provisions of ITB 11 with the following:</p> <p>“Document Comprising the Bid”</p>
ITB 11.1	<p>Replace ITB Sub-Clause 11.1 with the provisions as below:</p> <p>The Bid shall comprise of single stage three Envelopes to be submitted simultaneously as under:</p> <ul style="list-style-type: none"> a) First Envelope, called “Part1A : “Prequalification Package” containing the document listed in ITB 11.2; b) Second Envelope, called “Technical Package” containing the document listed in ITB 11.3; c) Third Envelope, called “Financial Package” containing the document listed in ITB 11.4; <p>All envelopes enclosed together in an outer single envelope.</p>
ITB 11.2	<p>Replace ITB Sub-Clause 11.2 with the provisions as below:</p> <p>Bid Security, in accordance with ITB 20 (shall be kept in as separate envelope marked as “Bid Security”) shall be submitted along with the Bid.</p> <p>The “Prequalification Package (Envelope-1)” submitted by the Bidder in first envelope, shall comprise the following:</p> <ul style="list-style-type: none"> a) Letter of Prequalification “Application Submission Forms”; b) Statement of integrity, eligibility and special environmental responsibility. c) An under taking as per Agency Policy – Corrupt and Fraudulent practices (Section VI) d) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2 ; e) In the case of a Bid submitted by a Consortium/JV, a copy of the Consortium/JV agreement, or letter of intent, signed by all members, to enter into a Consortium/JV, indicating the parts of the plant to be executed by the respective members and financial percentage participation as per ITB 21.3; f) Documentary evidence establishing the Bidder’s eligibility and qualifications to perform the Contract if its Prequalification Bid is accepted, in accordance with requirements mentioned under Section-III Qualification Criteria and Requirements” of “Part-1A: Prequalification Document” and The bidder shall provide the information requested in the corresponding form included in Section IV “Application Forms” as mentioned below: <ul style="list-style-type: none"> (i) Form ELI–1.1: Application Information Form. (ii) Form ELI–1.2: Applicant’s JV information form. (iii) Form CON–2: Historical Contract Non-Performance, pending litigation and Litigation History. (iv) Form FIN–3.1: Financial Situation and Performance. (v) Form FIN–3.2: Average Annual Construction Turnover. (vi) Form FIN–3.3: Current Contract Commitments/Works in progress.

ITB Clause Reference	Description
	<ul style="list-style-type: none"> (vii) Form EXP-4.1: General Construction Experience. (viii) FormEXP-4.2(a): Specific Construction and Contract Management Experience. (ix) Form EXP-4.2(b): Construction Experience in Key Activities. (x) One set of Prequalification document untampered, signed and stamped on right hand bottom corner of each page.
<p>ITB 11.3</p>	<p>New BDS Sub-Clause 11.3 (11.3.1 to 11.3.8) is added as below:</p> <p>The “Technical Bid Package (Envelope-2)” submitted by the Bidder in second envelope, shall comprise the following:</p> <ol style="list-style-type: none"> 1. Letter of Technical Bid along with Appendices LB-1, LB-2, LB-3, LB-4, LB-5, LB-6, LB-7, LB-8, LB-9, LB-10, LB-11, LB-12, LB-13, LB-14, LB-15, LB-16, LB-17, LB-18, LB-19, LB-20, LB-21, LB-22, LB-23 and LB-24 in accordance with ITB12.1 and are provided in Section IV : Bidding forms; <p>The Forms in ITB 11.3 (1) are provided in Section IV: Bidding Forms and are detailed as under:-</p> <ol style="list-style-type: none"> a) AppendixLB-1 to the Letter of Bid : Salient Features of Contract; b) Appendix LB-2 to the Letter of Bid: Outline Quality Plan; c) Appendix LB-3 to the Letter of Bid: Outline Safety Plan; d) Appendix LB-4 to the Letter of Bid: Outline Environmental Plan; e) Appendix LB-5 to the Letter of Bid: Bidder’s Technical Proposals; f) Appendix LB-6 to the Letter of Bid: Project Management Plan; g) Appendix LB-7 to the Letter of Bid: The Structure of the Bidder including details of ownership and control of the Bidder; h) Appendix LB-8 to the Letter of Bid: Details of Bid Index; i) Appendix LB-9 to the Letter of Bid: Letter of Declaration for Non-engagement of any Agent, Middleman or Intermediary; j) Appendix LB-10 to the Letter of Bid: Statement of deviations; k) Appendix LB-11 to the letter of Bid: Form of Certificate from Bidder confirming Site visit. l) Certificate confirming receipt of all Bid Addenda as per pro-forma as given in Appendix LB-12 to the Letter of Bid. m) Copy of all documents of Financial Package with Prices left blank as given in Annexure FB-1 to FB-4 and Certificate from the Bidder as per pro-forma as given in Appendix LB – 13 to the Letter of Bid; n) Certificate from the Bidder that all the contents of the Bid Documents have been carefully examined by the Bidder and all the pages of Bidder’s proposal have been signed and stamped as per pro-forma as given in Appendix LB-14 to the Letter of Bid; o) Appendix LB-15: Site Organization p) Appendix LB-16: Method Statement q) Appendix LB-17: Mobilization Schedule r) Appendix LB-18: Proposed Works Programme and proposed Design Submission Programme (Construction Schedule) s) Appendix LB-19: Plant t) Appendix LB-20: Personnel- (Form PER-1 and Form PER-2)

ITB Clause Reference	Description
	<ul style="list-style-type: none"> u) Appendix LB-21 Details of major components, sub-assemblies, assemblies proposed to be sub-contracted or bought in; v) Appendix LB-22 Proposed Manufacture, Testing and Commissioning Methods as per clause 2. Employer's Requirement – General 1.4 of Specification; w) Appendix LB-23 Letter of Undertaking. x) Appendix LB-24: Evidence of Professional Indemnity Insurance. y) One set of complete Bid documents (including all pre-bid clarifications and Addenda if any), signed and stamped on right hand bottom corner of each page. z) Any further documents which are requested in writing by the Employer. <ol style="list-style-type: none"> 2. Technical Proposal in accordance with Appendix LB-5 of Section IV: Bidding Forms; 3. Documentary evidence establishing in accordance with ITB 16 that the scope of Facilities offered by the Bidder conform to the Bidding Documents as per Appendix LB-5 of Section IV: Bidding Forms; 4. Documentary evidence establishing in accordance with ITB 15 that the scope of Facilities offered by the Bidder in its Bid is eligible as specified in Section III: Evaluation and Qualification Criteria following Prequalification. 5. List of Subcontractors, in accordance with ITB 16.3, ITB 5 & ITB 15.1 ;
ITB 11.3.1	<p>New BDS Sub-Clause 11.3.1 with new BDS Sub-clauses 11.3.1.1 to 11.3.1.18 is added as below:</p> <p>The Technical Package as mentioned in ITB 11.3 is further to be amplified by considering the following:-</p>
ITB 11.3.1.1	<p>Letter of Bid as specified in ITB 11.3-1 (a)</p> <p>The Bidder shall submit with its Bid, its Letter of Bid described in Section IV: Bidding Form. The Letter of Bid shall be completed and signed by a duly authorised and empowered representative of the Bidder. If the Bidder comprises a partnership, consortium or a joint venture, the Letter of Bid shall be signed by a duly authorised representative of each member or participant thereof. Signatures on the Letter of Bid shall be witnessed and dated. Relevant notarized powers of attorney shall be attached as per Clause BDS 4.7, 4.8, 4.9, 4.10 and 4.11.</p>
ITB 11.3.1.2	<p>Outline Quality Plan as specified in ITB 11.3-1 (b)</p> <p>The Bidder shall submit with its Bid, its Outline Quality Plan described in Section IV: Bidding Form (Appendix LB-2 to the Form of Bid: Outline Quality Plan). The Bidder shall submit as part of his Bid an Outline Quality Plan illustrating the intended means of compliance with the Employer's Requirements (Part 2) and setting out in summary form an adequate basis for the development of the more detailed document required under specifications of the Bid. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Bidder's quality objectives with regard to the requirement of the Contract.</p>
ITB 11.3.1.3	<p>Outline Safety Plan as specified in ITB 11.3-1 (c)</p> <p>The Bidder shall submit with its Bid, its Outline Safety Plan described in Section IV: Bidding Form (Appendix LB-3 to the Letter of Bid: Outline Safety Plan). The Bidder shall submit as part of his Bid an Outline Safety Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient safety procedures in the Design, manufacture, testing and commissioning of</p>

ITB Clause Reference	Description
	Rolling Stock on the section which is incidental and shall form as an integral part of the Supply Contract. The Outline Safety Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety including Hazard Analysis, Fire Control, Electro Magnetic Compatibility/Electro-magnetic Interference control, reliability, availability and maintainability requirements as given in the Part 2: Employer's Requirements.
ITB 11.3.1.4	<p>Outline Environmental Plan as specified in ITB 11.3-1(d)</p> <p>The Bidder shall submit with its Bid, its Outline Environmental Plan described in Section IV: Bidding Form (Appendix LB-4 to the Letter of Bid: Outline Environmental Plan). The Bidder shall submit as part of his Bid an Outline Environmental Plan setting out in summary form the intended means of compliance with the Safety, Health and Environment Manual and noise standards for Rolling Stock in the Employer's Requirements. This shall form the basis for the submission of a detailed and comprehensive Environmental Plan to be submitted at the time of detailed design.</p> <p>The Bidder may be requested to amplify, explain or develop his Outline Environmental Plan prior to the date of acceptance of the Bid and to provide more detail with a view to reaching provisional acceptance of such a Plan.</p>
ITB 11.3.1.5	<p>Bidder's Technical Proposal as specified in ITB 11.3-1(e).</p> <p>The Bidder shall submit with its Bid, its technical proposal described in Section IV: Bidding Form (Appendix LB-5 to the Letter of Bid: Bidder's Technical Proposals). In LB-5, the Bidder shall submit the detailed technical proposal as specified in Attachment to Appendix LB-5.</p> <p>The Bidder may be requested by BMRCL in writing to amplify, explain and develop the technical proposal in substantially greater detail during the technical package evaluation period such that they may be complying clearly with Employer's requirement and in accordance with ITB Para- 8 herein, can be incorporated in contract. Only those aspects of the Contractor's Technical Proposal that the Employer (as its sole discretion) considers clearly conforming will form part of the Contract.</p>
ITB 11.3.1.6	<p>Project Management Plans specified in ITB 11.3-1(f)</p> <p>The Bidder shall submit with its Bid, its Project Management Plan described in Section IV: Bidding Form (Appendix LB-6 to the Letter of Bid: Project Management Plan). The Bidder shall submit with his Bid a Project Management Plan as prescribed in Employer's Requirement - General Specification inter-alia indicating names, qualifications, professional experience and corporate affiliation of all proposed key management and Engineering personnel (above the level of supervisor) and specialists.</p> <p>The Bidder shall include his proposals for his Co-ordination Control Team and indicate the name and qualification of the Team Leader responsible for the interface co-ordination with Designated Contractors.</p>
ITB 11.3.1.7	<p>New BDS Sub-Clause 11.3.1.7 (11.3.1.7.1 to 11.3.1.7.4) is added as below:</p> <p>Bidder's Proposed Works Programme and proposed Design Submission Programme as specified in ITB 11.3-1(r).</p>
ITB 11.3.1.7.1	<p>The Bidder shall submit with its Bid, a Works Programme which shall indicate how the Bidder intends to organize and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Works Programme are set out in Section IV: Bidding Forms.</p>

ITB Clause Reference	Description
	The Works Programme given in the Bid shall not in any event be construed as a submission of the Work Programme as required to be furnished according to the Employer's Requirement.
ITB 11.3.1.7.2	<p>The Bidder shall submit with its Bid its proposed Design Submission Programme to cover the Design Phase. Such proposed programme shall:</p> <ul style="list-style-type: none"> a) be consistent with the Works Programme as detailed in Employer's Requirements; b) Include a Schedule identifying, describing, cross-referencing and explaining the Design Packages and Submissions which the Bidder intends to submit; c) take due account of the design co-ordination interface periods during which the Contractor shall be required to undertake and complete all aspects of design co-ordination with other contractors (Designated Contractors) engaged in the design of the Project such that each contractor can complete its coordinated design in the knowledge that such design will be compatible and coordinated with others and allowing adequate time for the Employer's assessments and decisions. <p>The proposed Design Submission Programme submitted at the time of Bid shall be modified and developed as necessary during the Contract Period to incorporate the Employer's programme requirements in respect of review by the Employer and the Engineer.</p>
ITB 11.3.1.7.3	The Bidder's attention is drawn to the Employer's Requirements and the requirements that the initial Proposed Works Programme and Design submission Programme shall be submitted within the period stipulated in Employer's Requirements. However, the Bidder should note that it may be requested by BMRCL in writing to amplify, explain and develop its proposed Works Programme prior to award of Contract.
ITB 11.3.1.7.4	The proposed Design Submission Programme and other submissions given in the Bid shall not, in any event, be construed as a submission as required to be furnished as per the Employer's Requirements.
ITB 11.3.1.8	<p>Proposed Manufacture, Testing and Commissioning Methods as specified in ITB 11.3-1(v) as per clause 2. Employer's Requirement – General Specifications.</p> <p>The Bidder shall submit with his Bid, the methods by which the Bidder intends to manufacture and test the Rolling Stock offshore as well as in India. Details shall be given of the locations and arrangements for offshore supply, the facilities available and any understanding from others that the Bidder has in such matters. Details shall also be given of the locations and arrangements in India for manufacture and testing of cars and equipment as listed along with facilities available and proposed to be set up and any understanding from others which the Bidder has in such matters. The manufacturing methods to be employed, the equipment and facilities available or proposed to be set up off-shore and or in India, will be analysed during technical evaluation and shall be in sufficient detail to allow a full appreciation of the Bidder's proposals in relation to all aspects of the Facilities. The extent of automation involved in manufacture, particularly in the area of welding, shall be clearly stated for both off-shore and indigenous manufacture.</p>
ITB 11.3.1.9	Details of major components, sub-assemblies, assemblies proposed to be sub-contracted as specified in ITB 11.3-1(u) or bought in ITB 16.3 and in the form given in Section IV: Bidding form under the heading "Proposed Subcontractors for Major items of Rolling Stock".

ITB Clause Reference	Description
ITB 11.3.1.10	Details of Bid Index as specified in ITB 11.3-1(h) shall be furnished in Appendix LB-8 to the letter of Bid under Section IV: Bidding Form. The Bidder shall include with his Bid a Bid Index. The Bid Index should indicate where within the Prequalification Package, Technical Package as well as Financial Package, the Bidder has included his responses/comments to the Bid requirements and conditions elaborated in these Bid documents.
ITB 11.3.1.11	Form of Declaration for Non-engagement of any Agent, Middleman or Intermediary specified in ITB 11.3-1(i) shall be furnished Appendix LB-9 to the Letter of Bid under Section IV: Bidding Form.
ITB 11.3.1.12	Statement of deviations specified in ITB 11.3-1(j) shall be furnished in Appendix LB-10 to the Letter of Bid under Section IV: Bidding Form. All deviations from the Bid documents, remarks, comments etc. shall be included in the Statement of Deviations (Appendix LB – 10 to the letter of Bid). The price of unqualified and unconditional withdrawal of all conditions, qualifications, deviations etc., as mentioned in Appendix LB-10 shall be quoted by the Bidder in the form given in Annexure FB-4 of the Pricing Document. All implicit and explicit deviations, remarks and comments mentioned elsewhere in the Bidder’s proposal shall be treated as NULL and VOID and considered withdrawn unconditionally. Any clause included in the Statement of Deviations (Appendix LB – 10 to the Letter of Bid under Section IV: Bidding Forms) but not priced in Annexure FB-4 of the Pricing Document, shall be treated as NULL and VOID and will be considered unconditionally withdrawn.
ITB 11.3.1.13	Certificate confirming receipt of all Bid Addenda as per proforma specified in ITB11.3-1(l) as given in Appendix LB-12 to the Letter of Bid under Section IV: Bidding Forms.
ITB 11.3.1.14	Letter of Undertaking as specified in ITB 11.3-1(w) shall be given as per Appendix LB-23 under Section IV: Bidding Forms.
ITB 11.3.1.15	Copy of all documents of Financial Package with Prices left blank (Annexure FB 1 to FB 4) as specified in ITB11.3-1(m) and Certificate from the Bidder as per pro-forma as given in Appendix LB – 13 to the Letter of Bid under Section IV : Bidding Forms.
ITB 11.3.1.16	Certificate from the Bidder that all the contents of the Bid Documents have been carefully examined by the Bidder and all the pages of Bidder’s proposal have been signed and stamped as per pro-forma specified in BDS11.3-1(n) and given in Appendix LB-14 to the Letter of Bid under Section IV: Bidding Forms.
ITB 11.3.1.17	One set of complete Bid documents (including Employer’s Clarifications on pre-bid queries and addenda, if any), signed and stamped on right hand bottom corner of each page shall be submitted along with the Technical Proposal.
ITB 11.3.1.18	Any further documents which are requested in writing.
ITB 11.3.2	New BDS Sub-Clause 11.3.2 (11.3.2.1 to 11.3.2.4) is added as below: Clause by Clause Commentary
ITB 11.3.2.1	The Bidder shall provide a valid and fully compliant proposal for the cars as detailed in the Employer’s Requirements. The Bidder shall submit a detailed clause by clause commentary on all the clauses of the Employer’s Requirements.
ITB 11.3.2.2	Bidders shall note that their comments to the clause by clause commentary wherever given shall only be in the following form: <ul style="list-style-type: none"> • Complied: “Complied” shall be indicated by the Bidder where the Bidder is able

ITB Clause Reference	Description
	<p>to comply fully with the clause.</p> <ul style="list-style-type: none"> • Noted: Where a clause merely provides information, and no other comment is necessary, "Noted" will suffice. • Not Complied: Where the Bidder is not able to comply fully with certain clauses or has any observation or proposes an alternative design, "Not Complied" shall be indicated and comments if any of the Bidder shall be indicated in detail. All Clauses with status as "Not Complied" shall be included in the statement of Deviations (Appendix LB-10 to the Letter of Bid) and shall be priced in Annexure FB-4.
ITB 11.3.2.3	<p>Bidder shall also note that:</p> <ul style="list-style-type: none"> • Any comment by the Bidder in the Clause by Clause Commentary, other than either of "Complied", "Noted" or "Not Complied" shall be treated as "Not Complied". Unless the Bidder prices against such clauses in the Annexure FB-4, the comment shall be considered as unconditionally withdrawn with no financial implications. • Any "Not Complied" comment by the Bidder in the Clause by Clause Commentary which has not been included in the Statement of Deviations (Appendix LB-10 to Letter of Bid) shall be treated as "Complied" with no financial implications. • Any "Not Complied" comment by the Bidder in the Clause By Clause Commentary which has also been included in the Statement of Deviations (Appendix LB-10 to Letter of Bid) but has not been priced in Annexure FB-4 shall be treated as null and void and deemed to have been unconditionally withdrawn with no financial implications. <p>In case price for unqualified withdrawal of any remark, comment, condition, qualification or deviation etc. indicated in Appendix LB-10 ('A', 'B' and 'C') is not quoted in Annexure FB-4 of the Pricing document, it shall be considered that the remark, comment, condition, qualification or deviation is unconditionally withdrawn without any financial implication.</p>
ITB 11.3.2.4	<p>A Bid without a Clause by Clause Commentary as stated above, is liable to be treated as unresponsive and be rejected.</p>
ITB 11.3.3	<p>New BDS Sub-Clause 11.3.3 is added as below: The Bidder shall also submit a soft copy (CD-in MS Office Software format) of all the Bid submissions but in case of any discrepancy, the hard copy shall prevail.</p>
ITB 11.3.4	<p>New BDS Sub-Clause 11.3.4 is added as below: Should any further document be required in pursuance to paragraph 11.3, the Bidder will be instructed by the Employer which package of the Bidder's submission is to contain such document.</p>
ITB 11.3.5	<p>New BDS Sub-Clause 11.3.5 (11.3.5.1 to 11.3.5.6) is added as below: Supporting Technical Documents: The Bidder shall submit with the Technical Package the documents that are identified in paragraphs below. These documents will be used for the purpose of evaluating and analysing the Bid but will not form part of the Contract, unless the same shall have been expressly incorporated into the Contract.</p>
ITB 11.3.5.1	<p>The Bidder shall submit full details of the identity of the proposed parties who would respectively provide or issue:</p>

ITB Clause Reference	Description
	<p>(a) Performance Security in accordance with Sub-Clause 13.3 of PC. (b) Parent Company Undertakings in accordance with Sub-Clause 47 of PC. (c) Parent Company Guarantees in accordance with Sub-Clause 47 of PC.</p> <p>If the Bidder comprises a partnership, consortium or joint venture, parent company of each member or participant will be required to execute the Undertakings and Guarantees referred above in (b) & (c).</p>
ITB 11.3.5.2	The Contractor shall submit warranties in accordance with Sub-clause 47 of PC.
ITB 11.3.5.3	If the Bidder comprises a partnership, consortium or joint venture, a parent company of each member or participant will be required to execute the Undertakings and Guarantees referred to in sub-paragraphs (b) and (c) of ITB 11.3.5.1.1 above.
ITB 11.3.5.4	Forms of the above documents are given in the Schedules to the Particular Conditions (PC).
ITB 11.3.5.5	The Contractor should note that all Guarantees, Undertakings and Warranties except Advance Payment Guarantee and Bank Guarantee for the Retention Money, shall be executed prior to signing of the Contract.
ITB 11.3.5.6	<p>Proposals for use of Site and Site management:</p> <p>The Contractor will be given access to the site in accordance with clause 10.2 of PC. The Contractor will be provided with limited space for setting up temporary office and stores in the depots at Baiyappanahalli and Peenya. The Contractor shall, however, provide his own lifting facilities at the port, transshipment points and depot for loading and unloading Rolling stock and heavy equipment. However, the contractor will be allowed, free of charge, traction power and test track, for assembly, testing, trials, commissioning and repairs (if any) to Rolling stock. The Contractor shall also be allowed the use of Depot facilities subject to availability as described in Chapter 11 of Employer's Requirements – General Specifications.</p>
ITB 11.3.6	<p>New BDS Sub-Clause 11.3.6 is added as below:</p> <p>In case of an incorporated Bidder (or Consortium Members who are incorporated) copies in English, of the Memorandum and Articles of Association or equivalent expression of corporate capacity shall be submitted.</p>
ITB 11.3.7	<p>New BDS Sub-Clause 11.3.7 is added as below:</p> <p>Details of previous collaborations between consortium/JV members in any other project shall be submitted.</p>
ITB 11.3.8	<p>New BDS Sub-Clause 11.3.8 is added as below:</p> <p>Any further documents which are requested in writing by Employer before submission of the Bid by way of evaluation documents but which are not to form part of the Contract shall be submitted.</p>
ITB 11.4	<p>New BDS Sub-Clause 11.4 (11.4.1 to 11.4.3) is added as below:</p> <p>Financial Bid Package</p>
ITB 11.4.1	<p>New BDS Sub-Clause 11.4.1 is added with new BDS Sub-clauses 11.4.1.1 to 11.4.1.2 is added as below:</p> <p>The “Financial Bid Package (Envelope-3)” submitted by the Bidder in third envelope, shall comprise the following:</p> <p>a) Letter of Bid for Financial Bid in accordance with ITB 12.1 and format</p>

ITB Clause Reference	Description
	<p>specified in Section IV : Bidding forms ;</p> <p>b) Complete Pricing Schedule, in accordance with ITB 12, ITB 17 & Annexure FB-1, Annexure FB-2, Annexure FB-3 and Annexure FB-4 of Section IV : Bidding Forms;</p> <p>c) Instruction for completing the Pricing Document; Pricing of unqualified withdrawal of Conditions, Qualifications, and Deviations etc. as per the format given in Annexure FB-4 to the Instruction to Bidders for all the deviations submitted in Appendix LB-10 to Letter of Bid under Section IV: Bidding forms;</p> <p>d) The Bidder shall separately quote unconditioned discounts, if any and the methodology (amounts apportioned to the Cost Centres) for their application;</p> <p>e) Milestone Payment Schedule and Monthly cash flows (Please see heading - 'Milestone Payment Schedule and Monthly cash flows') as per Annexure FB-2;</p>
<p>ITB 11.4.1.1</p>	<p>Complete Pricing Document</p> <p>The Pricing Document specified in ITB 11.4(c) is included in Section IV: Bidding Forms. The Bidder shall complete the Pricing Document in accordance with the "Instructions for completing the Pricing Document" given in Pricing Document of Section IV: Bidding Forms. The completed Pricing Document shall be submitted as Annexure FB-1, FB-2, FB-3, and FB-4 of Pricing Document.</p> <p>The Bidder is to note that Key Dates are to be determined by reference to periods from the Commencement Date of the Contract. Periods for each stage of scope of supply are given in the Letter of Bid. Milestone dates shall be, likewise, determined by reference to the respective periods from the Commencement Date of the Contract. It is the intention that, prior to Commencement Date, Key Dates and Milestones will be converted to calendar dates.</p> <p>The Prices shall be quoted by the Bidder separately in the following currencies:</p> <ul style="list-style-type: none"> • For inputs to the Facilities, which are expected to be supplied from within India, in Indian Rupees (INR). • For those inputs to the Facilities, which are expected to be supplied from outside India, in freely tradable foreign currencies like US Dollar (USD), EURO and Japanese Yen (JPY). <p>However, payment shall be made in Indian Rupees (INR) only as described in the "Instruction for completing the Pricing document".</p> <p>For the purpose of comparative evaluation of the offers, all Bid prices will be converted to INR by using the "TT Selling rate of exchange" for those currencies at the close of business of the State Bank of India on the last working day 'Twenty eight (28) days prior to date for Bid submission (refer Letter of Bid–Appendix LB-1)'. If 28 days before the date for Bid submission happens to be a holiday, then the TT selling Rate of exchange at the close of business of the State Bank of India on the next working day will be considered for conversion of Foreign currency to Indian Rupees (INR).</p> <p>All deviations from the Bid documents, remarks, comments etc. Shall be included in the Statement of Deviations (Appendix LB-10 to the Letter of Bid). The price of</p>

ITB Clause Reference	Description
	<p>unqualified and unconditional withdrawal of all the conditions, qualifications, deviations etc. As mentioned in AppendixLB-10 shall be quoted by the Bidder in the format given in Annexure FB-4 duly indicating the Cost Centre & Milestone to which price shall be allocated. All implicit and explicit deviations, remarks and comments mentioned elsewhere in the Bidder's proposal shall be treated as NULL and VOID and considered withdrawn unconditionally. Any clause included in the Statement of Deviations (Appendix LB-10 to the Letter of Bid) but not priced in the Annexure FB-4, shall be treated as NULL and VOID and will be considered unconditionally withdrawn.</p> <p>Bidders shall quote his price as elaborated in "Instructions for completing the Pricing Document" of Section IV: Bidding Forms.</p>
<p>ITB 11.4.1.2</p>	<p>Milestone Payment Schedule and Monthly cash flows as specified in BDS 11.4 (f)</p> <p>The Bidder shall submit with his Bid (Financial Package) Milestone Payment Schedule which shall show, in tabular form the anticipated accumulated value of work done for all Cost Centres put together.</p> <p>The Bidder shall also submit monthly cash flows for the Contract.</p> <p>Both Milestone Payment Schedules and monthly cash flows shall be submitted for each currency of the Contract separately.</p> <p>If the Bidder is requested by BMRCL in writing to amplify and develop his proposed Programme pursuant to "Bidder's Design submission programme and Manufacturing & Commissioning programme" as specified in Appendix LB-18 of Section IV: Bidding Forms, the Bidder will be required to amend the Milestone Payment Schedule so as to be consistent with the proposed "Bidder's Design submission programme and Manufacturing & Commissioning programme" with a view to reaching provisional acceptance of the amended version. If such provisional acceptance is notified, the Bidder shall be required, prior to award, to submit such amended versions as his proposed Milestone Payments conditional only upon acceptance of his Bid.</p>
<p>ITB 11.4.2</p>	<p>Bidders shall quote his price as elaborated in "Instructions for completing the Pricing Document"of Section IV: Bidding Forms.</p>
<p>ITB 11.4.3</p>	<p>The Financial Package should be separately completed, each page duly signed and stamped and submitted. No pricing information shall be submitted in any manner except in the Financial Proposal. The Pricing Document or any pricing information, if submitted by the Bidder along with the Technical Proposal or in any other manner other than the Financial Proposal Pricing Document envelope, will render the Bid liable for rejection.</p> <p>The prices shall be entered at the prescribed place in the Pricing Document. These prices should include all costs associated with, or required to be incurred for the purpose of execution of the Contract in accordance with the terms thereof.</p>
<p>ITB 12.2 (New)</p>	<p>New BDS Sub-Clause 12.2 is added as below:</p> <p>The Bidder shall complete the Letters of Prequalification Bid, Technical Bid and Financial Bid, including the appropriate Prequalification Data sheet, Technical and Price Schedules, using the relevant forms furnished in Section IV: Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes</p>

ITB Clause Reference	Description
	shall be accepted except as provided under ITB 21.2. All blank spaces shall be filled in with the information requested. If the Bidder comprises a consortium, the letter of Bid shall be signed by the Lead Member. Signature on the letter of Bid shall be witnessed and dated. Copies of the relevant Notarized Power of attorney shall be attached.
ITB 13.1	Replace ITB Sub-Clause 13.1 with the provisions as below: Alternative Bids shall not be permitted under ITB 13.2, ITB 13.3 or ITB 13.4.
ITB 13.2	Replace ITB Sub-Clause 13.2 with the provisions as below: Alternative times for completion-----not permitted.
ITB 13.3	Replace ITB Sub-Clause 13.3 with the provisions as below: Alternative Bids -----not permitted.
ITB 13.4	Replace ITB Sub-Clause 13.4 with the provisions as below: Alternative Technical solutions shall not be permitted.
ITB 15.1	ITB clause 15.1 to be replaced as below: To establish Bidder's eligibility and qualification to perform the contract, qualification criteria and requirements under section III of "Prequalification Procedure" in Part 1A of Bid Document shall be considered for passing the prequalification criteria. Accordingly, the bidder shall provide the information requested in the corresponding Application Forms in Section IV of Part 1A. Technical package of only those bidders shall be opened for evaluation who meets the qualification criteria and requirements as specified in Section III: Prequalification Procedure of Part 1A.
ITB 15.2 (New)	New BDS Sub-Clause 15.2 is added as below: Eligibility and Qualification to perform the Contract: Qualification Criteria and Requirements at Prequalification stage. The Employer shall use the factors, method, criteria and requirements defined in Section III, Qualification Criteria and Requirements (ITA 25.1- Part 1A) to evaluate the qualification of applicants and no other criteria and requirements shall be used. The Employer reserves the right to waive minor deviations from the qualification Criteria if they do not materially affect the technical capability and financial resources of the applicant to perform the contract.
ITB 17.1	Replace ITB Sub-Clause 17.1 with the provisions as below: Bidders shall quote for the entire "Facilities" on a "single responsibility" basis such that the Bid Price covers all Contractor's obligations mentioned in or to be reasonably inferred from the Bid Documents in respect of Supply of 150 Nos, of Intermediate Cars as per the requirement of BMRCL compatible with and suitable for integration with existing trains of Bangalore Metro Rail Project Phase-I procured under Contract No. 2 RS-DM and the Training of Operation & Maintenance Personnel and completion of the whole of the "Facilities". This includes all requirements under the Contractor's responsibilities for testing and commissioning of the "Facilities" including integrated testing and commissioning, the acquisition of all permits, approvals and Bid licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bid Documents.
ITB 17.3	In addition to ITB Sub-Clause 17.3 the provisions to be added as below: Pricing document shall be completed based on the Employer's requirements for whole of the Facilities as per the instructions given in the Pricing documents. Pricing

ITB Clause Reference	Description
	<p>document consisting of Annexure FB-1 to FB-4 of Section IV: Bidding Forms along with the foot note shall be submitted.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedule included in Annexure FB-1 to FB-4 of Pricing document of Section IV: Bidding Forms.</p>
ITB 17.4	<p>Replace ITB Sub-Clause 17.4 with the provisions as below:</p> <p>Pricing document shall be submitted as per Annexure FB-1 to FB-4 of Pricing document of Section IV: Bidding Forms along with the foot note.</p>
ITB 17.5	<p>Replace ITB Sub-Clause 17.5 with the provisions as below:</p> <p>The Prices shall be quoted by the Bidder separately in the following currencies:</p> <ul style="list-style-type: none"> • For inputs to the “Facilities”, which are expected to be supplied from within India, in Indian Rupees (INR). • For those inputs to the “Facilities”, which are expected to be supplied from outside India, in freely tradable foreign currencies like US Dollar (USD) , EURO and Japanese Yen (JPY). <p>However, payment shall be made in Indian Rupees (INR) only as described in the “Instruction for completing the Pricing document”.</p> <p>Pricing document shall be completed based on the Employer's requirements for whole of the "Facilities" as per the instructions given in the Pricing documents. Pricing document consisting of Annexure FB-1 to FB-4of Section IV: Bidding Forms along with the foot note shall be submitted.</p> <p>The Bidder's attention is drawn to the Insurance provisions contained in Clause 34GC& PC in Part 3.</p>
ITB 17.7	<p>Replace ITB Sub-Clause 17.7 with the provisions as below:</p> <p>The prices quoted by the Bidder shall be fixed throughout the period of the Contract subject to any adjustment/s to the Price as specified in the Sub-Clause 11 of Particular Conditions (PC).</p>
ITB 17.9	<p>Replace ITB Sub-Clause 17.9 with the provisions as below:</p> <p>The prices quoted by the Bidder shall be fixed throughout the period of the Contract.</p>
ITB 17.10	<p>Replace ITB Sub-Clause 17.10 with the provisions as below:</p> <p>The Bid is for the entire quantity of 150 cars (50 Train units, 21 Train units for East-West Corridor and 29 Train units for North-South Corridor) and not for any lots.</p>
ITB 18.1	<p>Replace ITB Sub-Clause 18.1 with the provisions as below:</p> <p>The Currency (ies) of the Bid and Payment.</p> <p>The rates and prices shall be quoted by the Bidder in the Schedules separately in the following currencies:</p> <ul style="list-style-type: none"> (i) for those inputs to the Plant and Installation services that the Bidder expects to supply from within the Employer's country in India, the name of the currency of the Employer's country, and further referred to as “the local currency Indian Rupees (INR)”; and (ii) for those inputs to the Plant and Installation services that the Bidder expects to supply from outside the Employer's country (referred to as “the foreign currency requirements”), in US Dollar (USD),EURO and Japanese Yen (JPY).

ITB Clause Reference	Description
	(iii) For the services of design and the assembly, the prices will be quoted in foreign currency (limited to US Dollar (USD), Euros (EUR) or Japanese Yen (JPY) and/or in the currency of the country of the Employer according to the currency in which the costs are incurred.
ITB 19.1	In addition to ITB Sub-Clause 19.1 the provisions to be added as below: The Bid validity period shall be 180 days.
ITB 19.2	Replace ITB Sub-Clause 19.2 with the provisions as below: In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, the Bidder granting the request shall also extend the Bid Security for sixty (60) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.
ITB 19.3	Replace ITB Sub-Clause 19.3 with the provisions as below: The Bid Price shall be fixed and not subject to any adjustment.
ITB 20	Bid Security
ITB 20.1	Replace ITB Sub-Clause 20.1 with the provisions as below: The Bidder shall furnish the Bid Security as a part of his Bid. The Bid Security shall be for a sum as specified in Appendix LB-1 to the Letter of Bid in the form of a Bank Guarantee issued from an Indian Schedule Bank (excluding Co-operative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable at a designated branch in Bangalore in the format given in Section IV: Bidding Forms. The Bid Security shall remain valid for a period as specified in Appendix LB-1 to the Letter of Bid. The validity of Bid Security shall be extended by the firm suitably in line with extension of Bid validity (if required at his own cost). The Bid Security of a joint venture/consortium must be in the name of the joint venture/consortium submitting the Bid. <ul style="list-style-type: none"> i. Any Bid not accompanied by an acceptable Bid Guarantee shall be summarily rejected by the Employer as non-responsive. ii. The Bid Security of the successful Bidder shall be returned by the Employer on receipt of the Performance Security and upon signing of the Contract Agreement with the successful Bidder in accordance with Clause 41 of the ITB. iii. The Bid Security of the unsuccessful Bidders shall be released when the Contract Agreement has been signed with the successful Bidder. The Bidders should ensure that the “Bid Security” envelope is available separately and NOT kept in Qualification Package / Technical Package / Financial Package. If “Bid Security” is kept in Prequalification/ Technical/Financial Package, the Bid will be summarily rejected.
ITB 20.3	Replace ITB Sub-Clause 20.3 with the provisions as below: The Bid Security shall be accepted only in the form of Bank Guarantee as defined in BDS 20.1.

ITB Clause Reference	Description
<p>ITB 20.4</p>	<p>In addition to the ITB Sub-Clause 20.4 with the provisions as below: Bids which are not accompanied by a valid Bid Security, or are accompanied by an unacceptable or fraudulent Bid Security shall be considered as non-compliant and rejected. Qualification, Technical and Financial Package of such Bidders will not be opened at all. All decisions whether a Bid is Non- Responsive, unacceptable or whether a Bid Security is fraudulent or unacceptable or non- compliant will be that of the Employer.</p>
<p>ITB 20.5</p>	<p>Replace ITB Sub-Clause 20.5 with the provisions as below: The Bid Security of the unsuccessful Bidders shall be released when the Contract Agreement has been signed with the successful Bidder.</p>
<p>ITB 20.7</p>	<p>Replace ITB Sub-Clause 20.7 with the provisions as below: The Bid security shall be forfeited:</p> <ul style="list-style-type: none"> a) if the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Prequalification Bid package, Technical Bid Package and Financial Bid Package, or any extension thereto be provided by the Bidder; or b) if the Bidder does not accept the correction of his Bid price, pursuant to Sub-paragraph 35.4.2 below; or c) If the successful Bidder refuses or neglects to execute the Contract(s) or fails to furnish the required Performance Security within the time specified by the Employer in accordance with ITB 41 and 42; or d) If the Bidder fails to unconditionally withdraw any deviations, conditions, qualifications etc., at the price indicated by the firm in pursuance of Clause 11.3.1.12 of BDS.
<p>ITB 21</p>	<p>Format & Signing of Bid</p>
<p>ITB 21.1</p>	<p>Replace ITB Sub-Clause 21.1 with the provisions as below: The Bidder shall prepare one original of the “Prequalification Bid package”, one original of the “Technical Bid package” and one original of the “Financial Bid package” as described in ITB 11 and clearly mark it “PREQUALIFICATION BID PACKAGE- ORIGINAL”, “TECHNICAL BID PACKAGE - ORIGINAL” and “FINANCIAL BID PACKAGE - ORIGINAL.” In addition, the Bidder shall submit two (2) copies of the “Prequalification Bid package”, “Technical Bid package” and “Financial Bid package” and clearly mark them “COPY 1 and COPY 2”. In the event of any discrepancy between the original and the copies, the original shall prevail. The Bidder shall submit the Bid Security in a separate Envelope marked “BID SECURITY”.</p>
<p>ITB 21.2</p>	<p>In addition to ITB Sub-Clause 21.2 the provisions to be added as below: The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a written Notarized Power of Attorney bearing specimen signatures of the authorised signatories of the Bid to commit each member of the partnership, consortium or joint venture. In case of Foreign Partners, Notarized Power of attorney(s) and Board Resolution / Commercial Register confirming authority on the persons issuing the Notarized Power of Attorney for such actions, shall be submitted duly notarized by</p>

ITB Clause Reference	Description
	the notary public of country of origin. Bidders from Member Countries of Hague convention may submit all these documents with "Apostille" stamp instead of Embassy.
ITB 21.3	<p>Replace ITB Sub-Clause 21.3 with the provisions as below:</p> <p>In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a notarized Power of attorney signed by their legally authorized representatives</p>
D. Submission and Opening of Bids	
ITB 22	Submission, Sealing and Marking of Bids
ITB 22.1	<p>Replace ITB Sub-Clause 22.1 with the provisions as below:</p> <p>Bidders may submit their Bids by speed post or courier or by hand. Procedures for submission, sealing and marking are as follows:</p> <ol style="list-style-type: none"> 1. The Bidders shall seal the Original and each copy of the "Prequalification Package", in separate envelopes, duly marking the envelopes as "Original", "Copy 1" and "Copy 2". 2. Likewise, the Bidder shall seal the Original and each copy of the "Technical Package" in separate envelopes duly marking the envelopes as "Original", "Copy 1" and "Copy 2". 3. Likewise, the Bidder shall seal the Original and each copy of the "Financial Package" in separate envelopes duly marking the envelopes as "Original", "Copy 1" and "Copy 2". 4. The envelopes of all the Prequalification Packages shall then be sealed in an outer envelope and marked as "Prequalification Package". Likewise the envelopes of all "Technical Packages" and "Financial Packages" shall be sealed in separate outer envelopes and marked as "Technical Package" and "Financial Package". 5. All these four envelopes (Bid Security, Prequalification Package, Technical Package and Financial Package) shall be sealed in one outer envelope, thus there will be a total of fourteen envelopes. <p>The Bidders should ensure that the "Bid Security" envelope is available separately and NOT kept in Prequalification Package / Technical Package / Financial Package.</p> <p>If "Bid Security" is kept in Prequalification/ Technical/Financial Package, the Bid will be summarily rejected.</p>
ITB 22.2	<p>In addition to ITB Sub-Clause 22.2 the provisions to be added as below:</p> <p>The outer envelopes and the inner envelopes containing the Prequalification Bid Package shall bear a warning not to open before the time and date for the opening of Prequalification Bid package, in accordance with ITB 26.</p> <p>The inner envelopes containing the Technical Bid Package and Financial Bid package shall bear a warning not to open until advised by the Employer in accordance with ITB 26.</p>
ITB 23	Deadline of submission of Bids
ITB 23.1	Replace ITB Sub-Clause 23.1 with the provisions as below:

ITB Clause Reference	Description
	<p>For bid submission purposes only, the Employer's address is :</p> <p>The Managing Director</p> <p>Bangalore Metro Rail Corporation Limited</p> <p>III Floor, BMTC Complex</p> <p>K H Road, Shanthinagar</p> <p>Bangalore-560 027</p> <p>Karnataka, India</p> <p>Ph: 080-22969300, 22969301, Fax: 22969222</p> <p>E-mail: bmrcl@dataone.in</p> <p>The deadline for bid submission is as specified in Appendix LB-1 Salient Features of Contract:</p>
ITB 25	Withdrawal, Substitution, and Modification of Bids
ITB 25.1	<p>Replace ITB Sub-Clause 25.1 with the provisions as below:</p> <p>A Bidder may withdraw, substitute, or modify its Bid – Prequalification or Technical or Financial Bid Packages – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION," and (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23. (b).
ITB 25.3	<p>Replace ITB Sub-Clause 25.3 with the provisions as below:</p> <p>No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Prequalification Bid Package, on the Letter of Technical Bid Package and on the Letter of Financial Bid Package or any extension thereof.</p>
ITB 26	Bid Opening (ITB Clause 26 is replaced as below):
ITB 26.1	<p>Replace ITB Sub-Clause 26.1 with the provisions as below:</p> <p>Except in the cases specified in ITB 24 and ITB 25, the Employer shall publicly open and read out in accordance with ITB 26.5 all Qualification Bid package received by the deadline as specified at the time and date in Appendix LB-1 to Letter of Bid in the Office of the:</p> <p>Managing Director</p>

ITB Clause Reference	Description
	<p>Bangalore Metro Rail Corporation Limited</p> <p>III Floor, BMTC Complex</p> <p>K H Road, Shanthinagar</p> <p>Bangalore-560 027</p> <p>Karnataka, India</p> <p>In the presence of Bidders' designated representatives and anyone who chooses to attend.</p> <p>The Technical Bid Package and Financial Bid Package will remain unopened and will be held in custody of the Employer until the time of their opening to be specified in accordance with ITB 26.9 and ITB 26.13.</p>
ITB 26.2	<p>Replace ITB Sub-Clause 26.2 with the provisions as below:</p> <p>First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at opening of the Prequalification Bid Package.</p>
ITB 26.3	<p>Replace ITB Sub-Clause 26.3 with the provisions as below:</p> <p>Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Prequalification Bid Package and/or Substitution Technical Bid Package and/or Substitution Financial Bid Package shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Prequalification Bid Package, if any, shall be opened and read out. Substitution Technical Bid Package and Substitution Financial Bid Package will remain unopened in accordance with ITB 26.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at opening of the Prequalification Bid Package.</p>
ITB 26.4	<p>Replace ITB Sub-Clause 26.4 with the provisions as below:</p> <p>Next, outer envelopes marked "MODIFICATION" shall be opened. No Prequalification Bid Package and/or Technical Bid Package and/or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Prequalification Bid Package. Only the Prequalification Bid Package, both Original as well as Modification, are to be opened and read out at the opening. Technical Bid Package and Financial Bid Package, both Original as well as Modification, will remain unopened in accordance with ITB 26.1.</p>
ITB 26.5 (New)	<p>New BDS Sub-Clause 26.5 is added as below:</p> <p>Subsequently, envelopes containing the Bid Security followed by Prequalification Package of the Bid will be opened. The Bidder's name, the presence (or absence) of the Bid Security in acceptable form, and any other details as the employer may consider appropriate will be announced and recorded by drawing minutes by the Employer at the opening. Bidders should ensure that the "Bid Security" envelope is available separately and NOT kept in Prequalification Package / Technical</p>

ITB Clause Reference	Description
	<p>Package/Financial package.</p> <p>If “Bid Security” is kept in Prequalification /Technical/Financial Package, the Bid will be summarily rejected.</p> <p>All other envelopes (Copy-1 and Copy-2) containing the Prequalification Bid Package shall be opened one at a time, reading out:</p> <ul style="list-style-type: none"> (a) the name of the Bidder; (b) whether there is a modification; (c) the presence or absence of the Bid Security; and (d) any other details as the Employer may consider appropriate. <p>Only Prequalification Bid Package read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).</p>
<p>ITB 26.6 (New)</p>	<p>New BDS Sub-Clause 26.6 is added as below:</p> <p>The Employer shall prepare a record of the opening of prequalification Bid Package that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a Bid Security. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record with above details shall be distributed to the Bidders who choose to remain present for the Opening of the Bid if requested by the Bidders.</p>
<p>ITB 26.7 (New)</p>	<p>New BDS Sub-Clause 26.7 is added as below:</p> <p>Technical Bid Package of only those Bidders will be opened who meets the specified qualification requirement and are Prequalified in prequalification procedure. At the end of the evaluation of Prequalification Bid Package, the Employer shall invite Bidders who have submitted substantially responsive Prequalification Bid Package and who have been determined as being qualified to attend the opening of the Technical Bid Package. The date, time, and location of the opening of Technical Bid Package will be advised in writing by the Employer. The opening date should allow Bidders sufficient time to make arrangements for attending the opening.</p>
<p>ITB 26.8 (New)</p>	<p>New BDS Sub-Clause 26.8 is added as below:</p> <p>The Employer shall conduct the opening of Technical Bid Package of all Prequalified Bidders in the presence of Bidder’s representatives who choose to attend at the address, date and time specified by the Employer.</p>
<p>ITB 26.9 (New)</p>	<p>New BDS Sub-Clause 26.9 is added as below:</p> <p>All envelopes containing Technical Bid Package shall be opened one at a time, reading out:</p> <ul style="list-style-type: none"> (a) the name of the Bidder; (b) whether there is a modification; (c) any other details as the Employer may consider appropriate. <p>Only Technical Bid Packages read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).</p>
<p>ITB 26.10</p>	<p>New BDS Sub-Clause 26.10 is added as below:</p>

ITB Clause Reference	Description
(New)	The Employer shall prepare a record of the opening of Technical Bid Packages that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification. The Bidder's representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. A copy of the record with above details shall be distributed to the Bidders who choose to remain present for the opening of the Bid if requested by the Bidders.
ITB 26.11 (New)	New BDS Sub-Clause 26.11 is added as below: Financial Bid Package of only those Bidders will be opened whose Technical Bid Package is substantially responsive to the requirements of bidding documents without material deviation, reservation or omission. The date, time, and location of the opening of Financial Bid Packages will be advised in writing by the Employer. The opening date shall allow Bidders sufficient time to make arrangements for attending the opening.
ITB 26.12 (New)	New BDS Sub-Clause 26.12 is added as below: The Employer shall conduct the opening of Financial Bid Packages of those Bidders who have submitted substantially responsive Technical Bid Packages, in the presence of Bidder's representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
ITB 26.13 (New)	New BDS Sub-Clause 26.13 is added as below: All envelopes containing Financial Bid Packages shall be opened one at a time, reading out: (a) the name of the Bidder; (b) whether there is a modification; (c) the Bid Price(s), including any discounts and Statement of Deviations duly filled as per included in Section IV Bidding Forms under Appendix-LB-10; and (d) any other details as the Employer may consider appropriate. Only Financial Bid Packages discounts and Statement of Deviations duly filled as included in Section IV Bidding Forms under Appendix-LB-10, read out and recorded during the opening of Financial Bid Packages shall be considered for evaluation. No Bid shall be rejected at the opening stage of Financial Bid Packages.
ITB 26.14 (New)	New BDS Sub-Clause 26.14 is added as below: The Employer shall prepare a record of the opening of Financial Bid Packages that shall include, as a minimum: the name of the Bidder, the Bid Price, any discounts and Statement of Deviations duly filled as included in Section IV: Bidding Forms under Appendix-LB-10. The Bidder's representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record with above details shall be distributed to the Bidders who choose to remain present for the opening of the Bid if requested by the Bidders.
E. Evaluation, and Comparison of Bids	
ITB 27.4 (New)	New BDS Sub-Clause 27.4 is added as below: The Bid Invitation Documents shall be those as listed in BDS 6.1, and any addenda

ITB Clause Reference	Description
	<p>thereto, together with any further communications, issued for the purpose of inviting Bids only. The Bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this Bid invitation to any third party except for the purpose of preparing its Bid. The Bidder shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the Employer may reject the Bid. The Bid drawings and documentation prepared by the Employer shall be used solely for the design of the Facilities. They shall not be used in part, whole or altered form for any other purpose without the express permission in writing of the Employer. A letter of undertaking is attached to the Letter of Bid in Appendix LB-23 and shall be completed by the Bidder and returned in the Bid Technical Package.</p> <p>Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the Bidder's offer.</p>
ITB 32	Correction of Arithmetical Errors
ITB 32.1	<p>Replace ITB Sub-Clause 32.1 with the provisions as below:</p> <p>Bidders determined to be substantially responsive will be checked by the Employer for any Arithmetic errors. Such errors will be corrected by the Employer. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern. The lump sum price stated by the Bidder in words (at the top of the Bid total page) shall prevail. If arithmetical errors are discovered in the apportionment of this amount in to cost centres and/or Milestones, corrections will be made by the Employer proportionately to the amount shown against the relevant cost centres and /or Milestones so that the sum total of all Milestones in all Cost Centres is equal to the Lump sum price stated in words. If the Bidder does not accept the corrected Bid, this Bid will be rejected and the Bid Security forfeited.</p>
ITB 33	<p>Replace ITB Sub-Clause 33 with the provisions as below:</p> <p>Conversion to Single Currency</p>
ITB 33.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies in to a single currency is Indian Rupees (INR).</p> <p>The source of exchange rate shall be TT selling rate of State Bank of India.</p> <p>The date for the exchange rate shall be Close of business on the day twenty eighth (28th) before the latest date of Bid submission. If 28 days before the date for Bid submission happens to be a holiday then the TT selling Rate of exchange at the close of business of the State Bank of India on the next working day will be considered for conversion of Foreign currency to Indian Rupees.</p>
ITB 35.2	<p>Replace ITB Sub-Clause 35.2 with the provisions as below:</p> <p>Technical Evaluation</p>
ITB 35.2.1	<p>General Evaluation:</p> <p>Prior to the detailed technical evaluation of Bids, the Employer will determine:</p> <ul style="list-style-type: none"> i) whether each Bid is accompanied by the required Bid Security or not; (ii) whether each Bid has been properly signed or not;

ITB Clause Reference	Description
	(iii) whether each Bid has passed Prequalification Bid Procedure or not; (iv) whether each Bid meet Evaluation and Qualification Criteria (Following Prequalification) under Section III; A 'NO' answer to any of the above item (i) to (iii) will disqualify the Bid/ Bidder.
ITB 35.2.2	Evaluation of Technical Bid Package The Employer will evaluate the technical proposal to determine the responsiveness, suitability and acceptability as per Employer's Requirements-General Specifications and Technical Specifications of only such Bidders who qualify in the prequalification procedure.
ITB 35.2.3	Evaluation of Responsiveness The Employer will determine whether each Bid is substantially responsive to the requirements of Bid documents. A substantially responsive Bid is one that meets the requirement of Bidding Documents without material deviation, reservation or omission.
ITB 35.2.4	Evaluation of Material Deviation or Reservation or Omission Each Bid shall be evaluated for any material deviation or reservation. A material deviation or reservation is one: <ul style="list-style-type: none"> (i) which affects in any substantial way the scope, quality or performance of the facilities; or (ii) which limits in any substantial way, is inconsistent with the Bid documents, the Employer's rights or the Bidder's obligations under the Contract; or (iii) is inconsistent with the Bid documents; or (iv) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
ITB 35.2.5	The Employer shall examine the technical aspects of the Bid in particular, to conform that all requirements of Section VII: Employer's Requirements have been met without any material deviation, reservation and omission.
ITB 35.2.6	If Bid is not substantially responsive to the requirement of Bidding Documents and have any material deviation, reservation or omission as mentioned in Para 35.2.4 (i, ii, iii) it shall be disqualified and rejected by the Employer and may not subsequently made responsive by correction of material deviation, reservation or omission.
ITB 35.2.7	Evaluation of Qualifying conditions Bids that include qualifications which: <ul style="list-style-type: none"> (i) seek to shift to the Employer, another Government Agency or another contractor all or part of the risk and/or liability allocated to the Contractor in the Bid Documents; or (ii) include a deviation from the Bid Invitation Documents which would render the "Facilities", or any part thereof, unfit for their intended purpose; or (iii) fail to commit to the date specified for the completion of the "Facilities" as specified under Key Dates as specified in Appendix LB-1 of Section IV shall be deemed non-conforming and shall be rejected.
ITB 35.2.8	Bids which are: <ul style="list-style-type: none"> (i) not fulfilling the General Evaluation Criteria as per ITB 35.2.1 above (ii) not substantially responsive as per ITB 35.2.3 above and

ITB Clause Reference	Description
	(iii) having material deviation or reservation as per ITB 35.2.4 above. (iv) not fulfilling the qualifying conditions as per ITB 35.2.7 above, shall be deemed non-conforming and shall be rejected by the Employer, and shall not be allowed subsequently to be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
ITB 35.2.9	If any Bid is rejected, pursuant to paragraph ITB-35.2.8 (i, ii, iii, iv) above, the Financial Package of such Bidder shall be returned unopened.
ITB 35.2.10	Bidders may note that pursuant to their qualification in the “Prequalification Procedure” and ‘Technical Evaluation’ as per ITB 35.2. above, in case the Bidder (applies to each individual member in case of Joint venture/ Consortium) is debarred/blacklisted by AFD/ Government of India/ State Government/ Government Undertaking after the due date of submission of Bid but before opening of Financial Bid package by BMRCL, they shall inform the same to BMRCL in writing within 5 working days issue of such debarment, failing which it will be considered that the bidder has wilfully concealed the information and the bidder shall be solely responsible for all implications that may arise in accordance with the conditions of this Bid. Any such debarment will result in disqualification of the Bidder and the Financial Bid Package of such Bidder shall be returned unopened.
ITB 35.3	Replace ITB Sub-Clause 35.3 with the provisions as below: Technical Alternatives are not permitted.
ITB 35.4	Replace ITB Sub-Clause 35.4 with the provisions as below: Financial Evaluation (Economic Evaluation)
ITB 35.4.1	The Financial Bid Packages of only those that comply with the General Evaluation Criteria as per ITB 35.2.1 above and whose Technical Bid Package is found compliant as per ITB 35.2.2 above, will be evaluated.
ITB 35.4.2	To evaluate Financial Bid Package, the Employer shall consider the following: a. The Bid total lump sum Price as given in “Annexure FB-1: PRICING DOCUMENT – BID TOTAL” of Section IV “Bidding Form”, b. Price adjustment for correction of arithmetic errors in accordance with ITB 32.1; c. Price adjustment due to discounts offered in accordance with ITB 17.11; d. Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 31.3 and according to the price of withdrawal of deviation in Annexure FB-4 of Financial Bid Letter for Financial Package specified in Annexure FB-4 of Section IV : Bidding forms ; e. Converting the amount resulting from applying (a) to (d) above, if relevant to a single currency in accordance with ITB 33 ; The price quoted under Cost Centre ‘H’ will not be considered for evaluation.
ITB 36	Comparison of Bids
ITB 36.1	Replace ITB Sub-Clause 36.1 with the provisions as below: For the purpose of determination of the lowest evaluated Bid, the sum total of ‘Bid Price in INR’ of each substantially responsive Bids shall be arrived on calculating the Bid price of individual Bid by summation of Bid prices specified in ITB 35.4.2 (a), 35.4.2(b), 35.4.2(c) & 35.4.2(d) and converting the amount resulting from applying ITB 35.4.2 (a) to 35.4.2 (d) in to single Currency (local currency INR) as per ITB 35.4.2 (e) will be used for comparison and determination of the inter-se position of Bidders.

ITB Clause Reference	Description
F. Award of Contract	
ITB 39	Replace ITB Sub-Clause 39 with the provisions as below: Award Criteria
ITB 39.1	Subjected to ITB 38.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided that the Bidder is determined to be eligible and qualified to perform the contract satisfactorily in terms of ITB 37.
ITB 39.2 (New)	New BDS Sub-Clause 39.2 is added as below: The Employer may request the Bidder to withdraw any of the conditions, qualifications, deviations etc. at the price shown in Annexure FB-4 of Pricing Document of Section IV: Bidding Forms. In case the Bidder does not withdraw the conditions, qualifications, deviations etc.; proposed by him, if any, at the cost stated in the Bid, his Bid will be rejected and the Bid Guarantee forfeited.
ITB 39.3 (New)	New BDS Sub-Clause 39.3 is added as below: In the event of award of the Contract, the following will be the sequence of events in the order given below. After a contract has been determined to be eligible for financing under AFD loans, the contract will not come into force until unconditional concurrence of AFD is obtained. The Employer may seek suitable amendments to the contract if such amendments as desired by the AFD and are acceptable to the Employer. <ul style="list-style-type: none">i) Approval by Competent Authority;ii) Concurrence of AFD;iii) Letter of Acceptance;iv) Signing of Contract;v) Notice to Proceed; Upon the successful Bidder furnishing the Performance Security and signing the Contract Agreement, the Employer will notify each unsuccessful Bidder and will discharge their Bid Security.
ITB 40	Replace ITB Sub-Clause 40 with the provisions as below: Notification of Award Prior to expiration of the period of Bid validity prescribed by the Employer or extended period pursuant to ITB 19, the Employer will notify the successful Bidder by facsimile/email confirmed by a letter transmitted by courier that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify name the amount which the Employer will pay the Contractor in consideration of the execution, completion (including Integrated Testing and Commissioning) and remedying any defects in the " Facilities " by the Contractor as prescribed by the Contract. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. Date of issue of 'Notice to proceed' shall be the Commencement Date of the Contract. Employer shall also notify all other Bidders of the results of the bidding. After a contract has been determined to be eligible for financing under AFD loans, the

ITB Clause Reference	Description
	<p>following information may be made public by AFD.</p> <p>(a) Name of the bidder;</p> <p>(b) Their bid price;</p> <p>(c) Name and Address of successful bidder concerning the award of the contract;</p> <p>(d) Award date and amount of the contract.</p> <p>Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract. After notification of award, unsuccessful Bidders may request in writing to the Employer a debriefing seeking explanation on the grounds on which their bids were not selected. The Employer shall respond, in writing, to any unsuccessful Bidders who, after the notification of award, request a debriefing.</p>
ITB 41	Signing of Contract
ITB 41.2	<p>Replace ITB Sub-Clause 41.2 with the provisions as below:</p> <p>The Bidder should note that in the event of acceptance of the Bid, the Bidder will be required to execute the Contract Agreement in the form specified in Schedule to Particular Conditions of Contract with such modifications as may be considered necessary at the time of finalization of the contract within a period of 45 days from the date of issue of the Letter of Acceptance.</p>
ITB 42	Performance Security
ITB 42.1	<p>Replace ITB Sub-Clause 42.1 with the provisions as below:</p> <p>The Performance Security required in accordance with Clause.13.3 of the PC shall be for an amount as specified in Appendix LB-1 to the Letter o Bid of Section IV : Bidding Forms in the form of a bank guarantee issued from an Indian Scheduled bank (excluding Cooperative Banks) or from a scheduled Foreign Bank having business office in India as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable at a designated branch in Bangalore in the types and proportions of currencies in which the Contract Price is payable.</p>

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Annexure-1
Form for seeking clarification on Bid document

Annexure-1

Form for seeking clarification on Bid document

Name of the Bidder:

SL. No.	Package No.	Part No.	Ref. Clause No.	Bid Condition	Bidder's Queries
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
.					
.					
etc					