

BMRCL/PHASE 2B/Airport Depot/91



Driving Bangalore Ahead

BENGALURU METRO RAIL PROJECT, PHASE-2B

Name of the Work: "Construction of Airport Depot for Bangalore Metro Rail Project-Phase-2B."

BMRCL/PHASE 2B/ Airport Depot/91

September 2022

Bid Document



PROCUREMENT OF WORKS

Bidding Document for Procurement of

**“Construction of Airport Depot for Bangalore Metro Rail
Project-Phase-2B.”**

Issued on: 09 September 2022

Invitation for Bids No: BMRCL/PHASE 2B/Airport Depot/91

OCB No: BMRCL/PHASE 2B/Airport Depot/91

Employer: Bangalore Metro Rail Corporation (BMRCL)

Country: INDIA

Preface

This Bidding Document for the Procurement of Works has been prepared by Bangalore Metro Rail Corporation Limited and is based on the Standard Bidding Document for the Procurement of Works (SBD Works) issued by the Asian Development Bank dated 01-07-2022.

Table of Contents

Part I Bidding Procedures

Section 1 – Instructions to Bidders (ITB) 1-1

Section 2 – Bid Data Sheet (BDS) 2-1

Section 3 – Evaluation and Qualification Criteria (EQC)3-1

Section 4 – Bidding Forms (BDF) 4-1

Section 5 – Eligible Countries (ELC) 5-1

Part II Requirements

Section 6 – Works' Requirements (WRQ) 6-1

Part III Conditions of Contract and Contract Forms

Section 7 – General Conditions of Contract (GCC)7-1

Section 8 – Particular Conditions of Contract (PCC) 8-1

Section 9 – Contract Forms (COF) 9-1



BANGALORE METRO RAIL CORPORATION LTD.
 (A Joint Venture of GOK & GOI)
 3rd Floor, BMTC Complex, K.H. Road
 Shantinagar, Bengaluru-560 027 (India)
 Telephone No. 080-22969300/301 Fax: 080-22969222
 Email: contracts@bmrcl.co.in Web site: www.bmrcl.co.in

BENGALURU METRO RAIL PROJECT, Phase-2B

Invitation for Bids

Date:	09 September 2022
Loan No. and Title:	P53326-IND: Bengaluru Metro Rail Project
Contract No. and Title:	BMRCL/PHASE 2B/Airport Depot/91 "Construction of Airport Depot for Bangalore Metro Rail Project-Phase-2B."
Deadline for Submission of Bids:	31 October 2022 at 15.00 Hrs (IST)

1. India ("hereinafter called "Borrower") has applied for financing from the Asian Development Bank (ADB) toward the cost of Bengaluru Metro Rail Project, Phase 2A & 2B. Part of this financing will be used for payments under the Contracts named above. Bidding is open to Bidders from eligible source countries of ADB.

2. The Bangalore Metro Rail Corporation Limited ("the Employer") invites bids from eligible Bidders for the construction and completion of following works:

Name of Work	Estimated Cost of Work (in Rs.)	Bid Security (in Rs.)	Time for Completion
"Construction of Airport Depot for Bangalore Metro Rail Project-Phase-2B."	INR 204.68 Crores	INR 2.04 Crores	548 Days

3. Open competitive bidding will be conducted in accordance with ADB's Single Stage- Two envelope bidding procedure and is open to all Bidders from eligible countries as described in the Bidding Document.

4. Only Eligible Bidders with the following key qualifications should participate in this bidding:

BMRCL/PHASE 2B/Airport Depot/91	
Historical Financial Performance	Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last 05 (Five) financial years ending 2021-22 to demonstrate the current soundness of the Bidder's financial position. Net Worth: As a minimum, the Bidder's net worth for the last year should be positive. Profitability: Earnings before tax should be positive in at least Two years out of the last five financial years. Current Ratio: In any one year out of last two financial years, the Current Ratio should be greater than or equal to '1'.
Average Annual Construction Turnover (AACT)	INR 204.68 Crores
Financial Resources	INR 53.67 Crores.
Contracts of Similar Size and Nature	(A) Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract of * Similar nature that has been satisfactorily and substantially completed within the last 07 (Seven) years where the value of the Bidder's participation exceeds INR 163.74 Crores. OR (B) Participation as a contractor, Joint Venture partner, or Subcontractor, in at least two contracts of * Similar nature that have been satisfactorily and substantially completed within the last 07 (Seven) years, where the value of the Bidder's participation under each contract exceeds INR 102.34 Crores.
Experience in Key Activities	Completed Construction of PEB Structures of at least 235 MT for Industrial or Commercial or Infrastructures projects.

For detailed qualification criteria, please refer to Section 3 (Evaluation and Qualification Criteria) of the Bidding Document.

5. To purchase the Bidding documents, eligible bidders should visit our web site www.bmrc.co.in

(i) Bidders can download Bid document against online payment for INR 59,000/- inclusive of GST, from BMRCL website www.bmrc.co.in from 09 September 2022 until midnight of 20 October 2022. The procedure for online download is available in our webpage: www.bmrc.co.in

Procedure for bidders opting for online purchase of bid documents:

Visit web site: www.bmrc.co.in

Register online. (One-time process)

Make payment through Gate Way as available in the website.

Download complete bid document.

Frequently check website and registered mail for any Addendum/Corrigendum/ Answered Pre bid queries.

(ii) Alternatively, Bidders can also obtain login password on all working days between 11.00 to 18.00 hours(IST) from 09 September 2022 to 20 October 2022 from the Registered Office of BMRCL, BMTC Complex, Shanthinagar, Bengaluru-560027 on submission of a requisition letter and a non-refundable fee of INR 59,000/- in the form of Crossed Demand Draft issued by an Indian Scheduled /Nationalized Bank or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favor of 'Bangalore Metro Rail Corporation Limited', payable at Bengaluru.

Procedure for bidders opting for downloading of bid documents using Login password against DD.

Visit web site: www.bmrc.co.in

Enter login password obtained from BMRCL on submission of DD.

Download complete bid document.

Frequently check website and registered mail for any Addendum/Corrigendum/Answered Pre bid queries.

6. The pre-bid meeting shall be conducted at time and place as indicated below:

Date: 30 September 2022

Time: 11.30 hrs. (IST)

Contact person and Place for:	General Manager (Contracts), Office of the Bangalore Metro Rail Corporation Limited, 3rd Floor, BMTC Complex, KH Road, Shantinagar, Bengaluru-560027, Karnataka, India
(a) Pre bid Meeting	
(b) Seeking clarifications & Submission of bid	

7. Deliver bids:

- To the address mentioned above in Para.6
- During the period: From 21 October 2022 to 29 October 2022 on all working days and during working hours only (From 10.00 Hrs. to 18.00 Hrs. (IST)) and on 31 October 2022 from 10.00 Hrs. to 15.00 Hrs.(IST).
- Together with a Bid security as described in the bidding document.

8. Technical bids will be opened on 31 October 2022 at 15.30 Hrs. (IST) in the presence of Bidders' representatives who choose to attend, whereas the Financial Bids shall remain sealed and unopened and shall be placed locked. The Financial Bids of only Technically Responsive and Qualified Bidders shall be opened after Technical Bid Evaluation, whereas, the Financial Bids of those Bidders whose Technical Bids are not responsive and qualified shall be returned unopened.

General Manager (Contracts)
(On behalf of Managing Director)
Bangalore Metro Rail Corporation Ltd

PART I BIDDING PROCEDURES

Section 1 – Instructions to Bidders (ITB)	1-1
Section 2 – Bid Data Sheet (BDS)	2-1
Section 3 – Evaluation and Qualification Criteria (EQC)	3-1
Section 4 – Bidding Forms (BDF)	4-1
Section 5 – Eligible Countries (ELC)	5-1

Section 1: Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, evaluation of bids, and award of contract.

Table of Clauses

A. General	1-3
1. Scope of Bid	1-3
2. Source of Funds	1-3
3. Fraud and Corruption	1-3
4. Eligible Bidders	1-5
5. Eligible Materials, Equipment, and Services	1-7
B. Contents of Bidding Document	1-7
6. Sections of Bidding Document	1-7
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	1-8
8. Amendment of Bidding Document.....	1-9
C. Preparation of Bids	1-9
9. Cost of Bidding	1-9
10. Language of Bid	1-9
11. Documents Comprising the Bid	1-9
12. Letter of Bid and Schedules	1-10
13. Alternative Bids.....	1-10
14. Bid Prices and Discounts.....	1-10
15. Currencies of Bid and Payment.....	1-11
16. Documents Comprising the Technical Proposal	1-12
17. Documents Establishing the Qualifications of the Bidder.....	1-12
18. Period of Validity of Bids.....	1-12
19. Bid Security/Bid-Securing Declaration	1-13
20. Format and Signing of Bid	1-14
D. Submission and Opening of Bids	1-14
21. Sealing and Marking of Bids.....	1-14
22. Deadline for Submission of Bids.....	1-15
23. Late Bids.....	1-15
24. Withdrawal, Substitution, and Modification of Bids.....	1-15
25. Bid Opening	1-16
E. Evaluation and Comparison of Bids	1-18

26. Confidentiality	1-18
27. Clarification of Bids	1-18
28. Deviations, Reservations, and Omissions	1-18
29. Examination of Technical Bids	1-18
30. Responsiveness of Technical Bids	1-18
31. Nonmaterial Nonconformities	1-19
32. Qualification of the Bidder	1-19
33. Subcontractors	1-20
34. Correction of Arithmetical Errors	1-20
35. Conversion to Single Currency	1-20
36. Domestic Preference	1-20
37. Evaluation and Comparison of Bids	1-20
38. Abnormally Low Bids	1-21
39. Unbalanced or Front-Loaded Bids	1-22
40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	1-22
41. Notice of Intention for Award of Contract	1-22
F. Award of Contract	1-22
42. Award Criteria	1-22
43. Notification of Award	1-22
44. Signing of Contract	1-23
45. Performance Security	1-23
46. Bidding-Related Complaints	1-23

A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section 6 (Works' Requirements). The name, identification, and number of contracts of the open competitive bidding (OCB) are provided in the BDS.
 - 1.2 Throughout this Bidding Document,
 - (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 Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by the ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
 - 3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the

- actions of a party;
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) "integrity violation" means any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers,

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

- 3.2 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are required to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation is set out in detail in the Integrity Principles and Guidelines.
- 3.3 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors, and other third parties similarly are required to cooperate fully in any investigation when requested by ADB to do so.
- 3.4 The Employer hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.
- 3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 1.17 and Part C [Corrupt and Fraudulent Practices] of the Particular Conditions of Contract.

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,
 - (a) all partners shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers for any part of the Contract including related services.
- 4.3 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 be in a conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)-(d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or
 - (f) a Bidder, Joint Venture partner, associates, parent company, or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
 - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract; or
 - (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) A Bidder that has a financial or familial relationship with Employer's personnel including personnel of project implementing/executing 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 ADB throughout the procurement process and execution of the contract.
- 4.4 A firm will not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anti corruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.
- 4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a

dependent agency of the Employer.

- 4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid–Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.8 Bidders shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods from, or payments to, a particular country, person or entity in respect of goods or services originating in that country. Where the Borrower’s country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.
- 4.9 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 5. Eligible Materials, Equipment and Services**
- 5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

- 6. Sections of Bidding Document**
- 6.1 The Bidding Document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART I Bidding Procedures

Section 1 - Instructions to Bidders (ITB)

Section 2 - Bid Data Sheet (BDS)

Section 3 - Evaluation and Qualification Criteria (EQC)

Section 4 - Bidding Forms (BDF)

Section 5 - Eligible Countries (ELC)

PART II Requirements

Section 6 - Works’ Requirements (WRQ)

PART III Conditions of Contract and Contract Forms

Section 7 - General Conditions of Contract (GCC)

Section 8 - Particular Conditions of Contract (PCC)

Section 9 - Contract Forms (COF)

- 6.2 The IFB issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their addenda, if they were not obtained directly from the source stated by the Employer in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than 21 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 Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works 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 construction of the Works. 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 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 to submit any questions in writing, to reach the Employer not later than 1 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.

- 7.7 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.
- 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 22.2

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 in no case 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 shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19;
 - (c) alternative Bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (e) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract;
 - (f) Technical Proposal in accordance with ITB 16; and
 - (g) any other document required in the BDS.
- 11.3 The Price Bid shall comprise the following:
- (a) Letter of Price Bid;
 - (b) completed Price Schedules, in accordance with ITB 12 and ITB 14;
 - (c) alternative price Bids, at Bidder's option and if permissible, in

accordance with ITB 13; and

(d) any other document required in the BDS.

11.4 In addition to the requirements under ITB 11.2, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.

12. Letters of Bid and Schedules

12.1 The Letters of Technical Bid and Price Bid, and the Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the BDS.

13. Alternative Bids

13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction 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 specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Works' Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. Unit rates and prices for all items of the Works described in the Bill of Quantities shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.

14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.

- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 The prices shall be either fixed or adjustable as specified in the BDS.
- (a) 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 will be treated as nonresponsive and rejected.
- (b) 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 provisions of the Conditions of Contract. A Bid submitted with a fixed price will be treated as nonresponsive and be rejected. The Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Tables of Adjustment Data included in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings. Any bid that omits indexes and weightings shall be subject to clarification with the Bidder.
- 14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all contracts are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

- 15.1 The unit rates and the prices shall be quoted by the Bidder entirely in the currency specified in the BDS.
- 15.2 Bidders shall indicate the portion of the bid price that corresponds to expenditures incurred in the currency of the Employer's country in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).
- 15.3 Bidders expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country and wishing to be paid accordingly may indicate the other currencies in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).
- 15.4 The rates of exchange to be used by the Bidder for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on the date 28 days prior to the deadline for submission of bids published by the source specified in the BDS. If exchange rates are not so published for certain currencies, the Bidder shall state the rates used and the source. Bidders should note that for the purpose of payments, the exchange rates confirmed by the source specified in the BDS as the selling rates prevailing 28 days prior to the

deadline for submission of Bids shall apply for the duration of the Contract so that no currency exchange risk is borne by the Bidder.

15.5 Foreign currency requirements indicated by the Bidders in the Schedule of Payment Currencies shall include but not limited to the specific requirements for

- (a) expatriate staff and labor employed directly on the Works;
- (b) social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses;
- (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
- (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
- (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
- (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.

15.6 Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Payment Currencies are reasonable and responsive to ITB 15.3 above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.

15.7 Bidders should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Subclause 14.15 of the Conditions of Contract. Any such adjustment shall be effected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.

**16. Documents
Comprising the
Technical
Proposal**

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, environmental, health and safety (EHS) management plan commensurate with the proposed scope of works, EHS Code of Conduct, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

**17. Documents
Establishing the
Qualifications of
the Bidder**

17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

17.2 Domestic Bidders, individually or in Joint Ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 36.

**18. Period of Validity
of Bids**

18.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as

nonresponsive.

18.2 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 19, it shall also be extended 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.

19. Bid Security/Bid-Securing Declaration

19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.

19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed.

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:

(a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or

(b) an irrevocable letter of credit, or

(c) a cashier's or certified check.

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of substantially nonresponsive Technical Bids shall be returned before opening the Price Bids. The bid security of unsuccessful Bidders at Price Bid evaluation shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 45.

19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited or the Bid Securing Declaration executed, if

(a) notwithstanding ITB 24.3, a Bidder withdraws its bid during the

period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or

- (b) the successful Bidder fails to
 - (i) sign the Contract in accordance with ITB 44;
 - (ii) furnish a performance security in accordance with ITB 45;
 - (iii) accept the arithmetical correction of its Bid in accordance with ITB 34; or
 - (iv) furnish a domestic preference security, if so required.

19.8 If the bid security is required as per ITB 19.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 19.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 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. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period as stated in the Employer's request shall cause the rejection of the Bid. If either the Letter of Technical Bid or Letter of Price Bid or Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

20.3 Any amendments such as 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

21. Sealing and Marking of Bids

21.1 Bidders shall submit their Bids as specified in the BDS. Procedures for submission, sealing, and marking are as follows:

- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each

copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID," "ORIGINAL - PRICE BID," and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative Bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.5.

- (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall

- (a) bear the name and address of the Bidder;
 (b) be addressed to the Employer in accordance with BDS 22.1; and
 (c) bear the specific identification of this bidding process indicated in the BDS 1.1.

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 25.1.

21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7.

21.5 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.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

22.2 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.

23. Late Bids

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – 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 20.2 (except for withdrawal notices, which do not require copies). 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 20 and ITB 21 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION"; and
 (b) received by the Employer no later than the deadline prescribed for

submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 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 Letters of Technical Bid and Price Bid or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the Technical Bids in public at the address, on the date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

25.2 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.

25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 25.1.

25.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a bid security or Bid-Securing Declaration, if required; and
- (d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid

are to be initialed by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.

- 25.6 The Employer shall prepare a record of the opening of Technical Bids 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 or Bid-Securing Declaration, if one was required. 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 who submitted Bids on time, and posted online when electronic bidding is permitted.
- 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 25.8 The Employer will notify in writing Bidders who have been rejected for submitting nonresponsive Technical Bids and return their Price Bids unopened together with their bid securities, before opening the Price Bids of the substantially responsive Bidders.
- 25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 25.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the Bid Prices, including any discounts and alternative offers; and
 - (d) any other details as the Employer may consider appropriate.
- Only Price Bids discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Price Bid and Bill of Quantities are to be initialed by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at the opening of Price Bids.
- 25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. 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 who submitted Bids on time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, 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 may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, 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 in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 34.
- 27.2 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.
- 28. Deviations, Reservations, and Omissions**
- 28.1 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.
- 29. Examination of Technical Bids**
- 29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security or Bid-Securing Declaration, if applicable; and
 - (d) Technical Proposal in accordance with ITB 16.
- 30. Responsiveness of Technical Bid**
- 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 Technical 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 Works 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 submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Works' 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 nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 31.2 Provided that a Technical 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 Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that a Technical 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. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 32. Qualification of the Bidder**
- 32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities or affiliates.

- 32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. The Employer reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 15.2.1 (g). A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
- 33. Subcontractors**
- 33.1 Unless otherwise stated in the BDS, the Employer does not intend for the contractor to execute any specific elements of the Works through nominated subcontractors.
- 33.2 If subcontractors are proposed for any of the key activities listed in Section 3 (Evaluation and Qualification) Criteria 2.4.2, they shall be considered as "Specialist Subcontractors" and shall meet qualification requirements for the relevant key activities.
- 34. Correction of Arithmetical Errors**
- 34.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.
 - (d) 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), (b) and (c) above.
- 34.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited or its Bid-Securing Declaration executed.
- 35. Conversion to Single Currency**
- 35.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 36. Domestic Preference**
- 36.1 Unless otherwise specified in the BDS, domestic preference shall not apply.
- 37. Evaluation and Comparison of Price Bids**
- 37.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 37.2 To evaluate the Price Bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance

with ITB 34.1;

- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 35;
- (e) adjustment for nonmaterial nonconformities in accordance with ITB 31.3;
- (f) assessment whether the bid is abnormally low in accordance with ITB 38; and
- (g) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

37.3 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.

37.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).

37.5 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid price, in accordance with ITB 37.2.

38. Abnormally Low bids

38.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

38.2 When the offered bid price appears to be abnormally low, the Employer shall undertake a three-step review process as follows:

- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
- (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the bid.

38.3 With regard to ITB 38.2 (b) above, the Employer will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the works, equipment or services proposed.

38.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Employer may:

- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;

- (b) accept the bid, but 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. The amount of the performance security shall generally be not more than 20% of the contract price; or
- (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.
- 39. Unbalanced or Front-Loaded Bids**
- 39.1 If the Bid, which results in the lowest evaluated Bid Price, is 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 Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed, as well as the pricing and sources of materials, equipment and labor.
- 39.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- (a) accept the Bid; or
- (b) accept the Bid, but require that the total 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 subject to ITB 45.2; or
- (c) reject the Bid and make a similar determination for the next ranked bid.
- 40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 40.1 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.
- 41. Notice of Intention for Award of Contract**
- 41.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

F. Award of Contract

- 42. Award Criteria**
- 42.1 The Employer shall award the Contract to the Bidder whose offer has been determined in line with ITB 37 to ITB 39 above to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 43. Notification of Award**
- 43.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 41.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Employer shall transmit the Notification of Award through issuance of Letter of Acceptance using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted.
- 43.2 Unless standstill period applies, upon notification of award through issuance of Letter of Acceptance, unsuccessful Bidders may request in

writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

43.3 Until a formal contract is prepared and executed, the notification of award through issuance of Letter of Acceptance shall constitute a binding Contract.

43.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the bid and lot or package numbers, as applicable and the following information:

- (a) name of each Bidder who submitted a Bid;
- (b) bid prices as read out at bid opening;
- (c) name and evaluated prices of each Bid that was evaluated;
- (d) name of Bidders whose bids were rejected and the reasons for their rejection; and
- (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

44. Signing of Contract

44.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

44.2 Within 35 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

45. Performance Security

45.1 Within 28 days of the receipt of notification of award through issuance of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 38 and ITB 39, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the bank issuing performance security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.

45.2 Failure of the successful Bidder to submit the abovementioned performance security or to sign the Contract Agreement 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.

45.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

46. Bidding-Related Complaints

46.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

Section 2: Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 (Instructions to Bidders).

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: One
ITB 1.1	The Employer is: ' Bangalore Metro Rail Corporation Limited ' (BMRCL).
ITB 1.1	<p>The name of the open competitive bidding (OCB) is: "Construction of Airport Depot for Bangalore Metro Rail Project-Phase-2B."</p> <p>The identification number of the OCB is: BMRCL/ PHASE 2B/Airport Depot/91</p>
ITB 2.1	The Borrower is: INDIA
ITB 2.1	The name of the Project is: Bengaluru Metro Rail Project, Phase 2B
ITB 4.1	<p>Add the following after ITB 4.1(b):</p> <p>(c) Joint Venture Participation:</p> <p>There should not be more than Three Partners in the Joint Venture. Lead Partner must have majority share participation in the JV. In case of JV, change in constitution or percentage participation shall not be permitted at any stage after the bid submission otherwise the bidder shall be treated as non-responsive.</p>
ITB 4.2	<p>Add the following after the last sentence of Clause 4.2</p> <p>In the event that the Contract is awarded to a foreign Bidder, such foreign Bidder shall be required to set up a project office in India in accordance with Applicable Laws in India, and shall be required to submit a proof of having opened a project office in India prior to submitting any interim payment certificate in accordance with the Contract, failing which no payment shall be made to the Contractor by the Employer (in accordance with the Contract) until such requirement has been complied with by the foreign Contractor. The aforesaid condition of establishing a project office in India shall not be applicable in case the selected Bidder is a joint venture between an Indian entity and a foreign entity where Indian partner is lead member.</p>

B. Contents of Bidding Documents

ITB 7.1	<p>For clarification purposes only, the Employer's address is: General Manager (Contracts) BANGALORE METRO RAIL CORPORATION LTD., 3rd Floor, BMTC Complex, K.H. Road, Shantinagar, BENGALURU-.560027 INDIA. Tel: +91-80-22969300/301 Fax: +91-80-22969222 Email:contracts@bmrc.co.in Website:www.bmrc.co.in</p>
ITB 7.4	<p>Pre-bid Meeting:</p> <p>The prospective Bidder's designated representatives are invited at the Bidder's cost to attend a pre-bid meeting: Date:30.09.2022, Time:11.30 hours (IST) Venue: BANGALORE METRO RAIL CORPORATION LTD., 3rd Floor, BMTC Complex, KH Road, Shantinagar, Bengaluru-560027, India.</p> <p>During this pre-bid meeting, prospective Bidder's may request clarification of the project requirement or any other aspects of the Bidding Document.</p> <p>Site visit by the Employer will not be organized. However, it is recommended to be undertaken by the Bidder at its own cost. Bidder on the previous day to Pre-bid Meeting may visit the site for which BMRCL will give permission.</p> <p>Alternatively, Bidders may participate in Pre-bid meeting through video conference arranged by BMRCL. All prospective bidders shall have to provide the details of the person(s) (maximum upto two) who will be participating in such virtual meeting at least one day before the meeting (latest by 29.09.2022 at 11:00 Hrs) to the registered official email of BMRCL i.e. contracts@bmrc.co.in so that links having details such as software, meeting ID, password, etc. can be mailed to these persons before the scheduled virtual pre-bid meeting.</p>

C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
ITB 11.2 (g)	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <p>None</p>
ITB 11.3 (d)	<p>The Bidder shall submit with its Price Bid the following additional documents:</p> <p>None</p>
ITB12.1	The Bidder shall quote rates as single percentage above/below/at par in figures and words for each schedule as per format in the 'Price Bid-Summary of BOQ'.

	The quoted rates should be typewritten, if written by hand, must be in print form (scanned copy affixed with original signature & seal), If not presented accordingly may be considered nonresponsive.
ITB 14.2	<p>Replace ITB 14.2 with the following: -</p> <p>In the Bill of Quantities (BOQ), unit, quantity and unit rates and thereby the amount against each item have been indicated. From this BOQ, price of each schedule has been worked out and indicated in the summary sheet in BOQ. The Bidder shall quote rates as single percentage above/below/at par in figures and words for each schedule as per format in the 'Price Bid-Summary BOQ'.</p>
ITB 14.4	<p>Replace ITB 14.4 with the following: -</p> <p>The Bidder shall quote any discounts and the methodology for their application (the discounts, and the methodology of their application, should be quoted on prices quoted in the bid so that the discounts can be evaluated by simple arithmetic calculation during financial evaluation of the bids, to arrive at the net total price of the bid.) in the Letter of Price Bid, in accordance with ITB 12.1. If bidder is not offering any discount, then Bidder has to quote NIL (zero).</p>
ITB 14.5	The prices quoted by the Bidder shall be adjustable in accordance with referred Sub- Clause GCC 13.7 in Particular Conditions of Contract- Part B
ITB 14.5 (b)	<p>Replace the existing provisions in ITB 14.5 (b) after “rejected” with the following:</p> <p>The indices and weightings shall be taken for this purpose as provided in the referred Sub- Clause GCC 13.7, of Particular Conditions of Contract-Part B.</p>
ITB 14.7	<p>Replace ITB 14.7 with the following:</p> <p>All duties, taxes [except Goods and Services Tax (GST)], royalties, cess and other levies payable by the Bidder under the Contract, or for any other cause, as of 28 days prior to the deadline for submission of bids, shall be included in the Bid Price submitted by the Bidder. Output GST shall be paid as applicable in accordance with the prevailing rules of Government of India on submission of certified GST invoices as per the prevailing Government rules. Output Goods and Service Tax [GST] will be paid as applicable on the submission of GST Invoices for first Interim payment certificate. The subsequent Interim payment certificate shall be processed for payment upon submission of documentary evidence towards payment of GST collected on the previous payment certificates to the GST Authorities. The Final payment certificate/single payment certificate payment shall be released on the undertaking by the contractor/supplier for providing evidence within 21 days from the close of month in which payment is released.</p>
ITB 15.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees (INR) .
ITB 15.4	The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids as per website of RBI on that date. In case the exchange rate of particular currency on given date is not available in this web site, it will be as per the web site of Financial Benchmark India Private Limited (FBIL) as recommended by RBI. In case the exchange rate of particular currency is not available on any date in both these websites then the exchange rate as per the website of the Central Bank of that country to which the currency belongs will be

	taken. In case the exchange rate of that currency is not directly available in INR on that website then the currency will be first converted to USD as per that web site and then converted from USD to INR as Per RBI or FBIL.
ITB 18.1	The bid validity period shall be 180 days.
ITB 19.1	The Bidder shall furnish a bid security in the amount INR 2.04 Crores.
ITB 19.3	<p>Replace the ITB 19.3 with the following:</p> <p>The Bid security shall be, at the Bidder's option, in any of the following forms:</p> <p>(a) <i>Banker's certified cheque or Bank draft drawn on a Scheduled/Nationalized Bank in India in favor of" Bangalore Metro Rail Corporation" payable at Bengaluru; or</i></p> <p>(b) <i>An irrevocable and unconditional Bank Guarantee (BG) using the Form given in Section 4: Bidding Forms. The Bank Guarantee shall be from a Bank having minimum net worth of over INR 5000 million from the specified banks as under:</i></p> <p>(i) a Scheduled Bank in India, or</p> <p>(ii) a Foreign Bank having a Corresponding Bank in India, payable in India, or</p> <p>(iii) a Foreign Bank without a Corresponding Bank in India, is required to provide a counter-guarantee by a Scheduled Bank in India.</p> <p>The Scheduled Bank issuing the Bank Guarantee shall preferably be on "Structured Financial Messaging System (SFMS)" platform. A separate advice of the BG shall invariably be sent by the issuing Bank to the Employer's Bank through SFMS.</p> <p>Further, the Bid Security in Original form along with a copy of "MT760COV (in case of Bank Guarantee message) / MT767COV (in case of Bank Guarantee amendment message) Report" sent by the BG issuing Bank sealed in an envelope shall be submitted as stated in clause 11.2 (b) of ITB.</p> <p>The Issuing Bank shall send the SFMS to:</p> <p>Beneficiary: BANGALORE METRO RAIL CORPORATION LTD. Name of the Bank: BANK OF INDIA Branch: CANTONMENT BRANCH, BENGALURU. Account No: 840420110000760 RTGS/IFSC: BKID0008404</p> <p>all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a Bank guarantee, the Bid security shall be submitted using the Bid Security Form included in Section 4 (Bidding Forms). The form must include the complete name of the Bidder. The Bid security shall be valid for 28 days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.</p>
ITB 19.4	<p>Add the following after the last sentence of Clause 19.4</p> <p>If a Bidder submits a bid security that deviates in period of validity, the Employer shall request the Bidder to submit a compliant bid security within 14 (Fourteen) days of receiving such a request. Failure to provide a compliant bid security within</p>

	the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 20.1	In addition to the original Bid, the number of copies is: NIL
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>(a) In case of Private/Public Companies, a POA from the Legal Representative of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution, Constitution of the Legal Entity, Articles of Incorporation or other valid legal instruments shall also be submitted.</p> <p>(b) In case of proprietorship bidders, Power of Attorney shall be duly signed by the Proprietor.</p> <p>(c) In case of partnership bidders, Power of Attorney duly signed by all the partners.</p> <p>(d) In case of Limited Liability Partnership (LLP), a POA from the Legal Representative of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution, Constitution of the Legal Entity, Articles of Incorporation or other valid legal instruments shall also be submitted.</p> <p>(e) In case of Joint Venture, Power of Attorney duly signed by individual partners to the Lead partner as per the form given in Section-4 with stipulated documents.</p>
ITB 20.2	The Bidder shall submit an acceptable authorization within 14 (Fourteen) days.

D. Submission and Opening of Bids

ITB 21.1	Bidders shall submit their Bids by mail or by hand.
ITB 21.1 (b)	Electronic bidding submission procedures shall be: NOT APPLICABLE
ITB 22.1	<p>General Manager (Contracts) BANGALORE METRO RAIL CORPORATION LTD. 3rd Floor, BMTC Complex, K.H. Road, Shantinagar, BENGALURU-560027. INDIA. Tele: +91-80-22969300/301</p> <p>Submission of Bids is from 21 October 2022 to 29 October 2022 on all working days and during working hours only from 10.00 Hrs. to 18.00 Hrs. (IST) and on 31 October 2022 from 10.00 Hrs. to 15.00 Hrs. Note: If such nominated last date for submission of Bid is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the last date for submission of Bid.</p>

ITB 25.1	<p>The opening of the Technical Bid shall take place at:</p> <p>BANGALORE METRO RAIL CORPORATION LTD. 3rd Floor, BMTC Complex, K.H. Road, Shantinagar, BENGALURU-560027. INDIA. Tele: +91-80-22969300/301</p> <p>Technical bids will be opened on 31 October 2022 at 15.30 Hrs. (IST)</p> <p>In ITB 25.1 replace “may” with “shall” in the second last sentence.</p> <p>Delete last line of ITB 25.1 i.e. “Alternatively, the Price Bid may be immediately resealed for later evaluation.”</p>
ITB 25.5	<p>The Letter of Technical Bid shall be initiated by all the Three representatives of the Employer attending Bid opening.</p>
ITB 25.10	<p>The Letter of Price Bid and Bill of Quantities shall be initiated by all the Three representatives of the Employer attending Bid opening.</p>

E. Evaluation and Comparison of Bids

ITB 27.2	<p>Replace ITB 27.2 with the following: If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer’s request for clarification, their Bid shall be evaluated as per the available information in the submitted bid.</p>
ITB 32.2	<p>The qualifications of other firms such as the Bidder’s subsidiaries, parent entities, or affiliates shall not be permitted.</p>
ITB 35.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a single currency is: Indian Rupees (INR).</p>
ITB 36.1	<p>Domestic preference shall not apply.</p>
ITB 38.4 (b)	<p>Replace the last sentence in ITB 38.4 (b) “The amount of the 20% of the contract price” as follows: The amount of increase in Performance security required to protect Employer’s financial loss shall be calculated as below: - If the bid price of the lowest evaluated Bidder is lower than 10% of the “reference price” defined below, the Employer may require the bidder to increase the amount of performance security as follows:</p> <p>The amount of such increase in performance security shall be calculated @10% for such difference between bid price of the lowest evaluated bidder and value beyond 10% the reference price. However, the enhanced total performance security should not be more than 20% of accepted contract price. The “reference price” to be used for calculating the increase in the Performance security shall be the average of First Lowest (L1), Second Lowest (L2), Third Lowest (L3) arithmetically corrected, substantially responsive Bid prices, and the Estimated Cost (treated as one of the substantively responsive Bids).</p>

	If the Bidder refuses to increase the amount of Performance security as required above, its Bid shall be rejected but its Bid security shall not be forfeited for the refusal.
ITB 41.1	Standstill provisions shall not apply.

F. Award of Contracts

ITB 46.1	<p>The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7). The Bidder should submit its complaint following these procedures, in writing, to:</p> <p>Title/position: General Manager (contracts) Employer: 'Bangalore Metro Rail Corporation Limited' (BMRCL). Email address: contracts@bmrc.co.in Fax number: 080-22969222</p>
ITB 47 Jurisdiction of Courts (New Clause)	<p>Add ITB 47</p> <p>The bidding process shall be governed by and construed in accordance with ADB's Procurement Policy and Regulations and the laws of India and the Courts with Jurisdiction in Bengaluru shall have exclusive Jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the Bidding process.</p>

Section 3: Evaluation and Qualification Criteria - Without Prequalification -

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 32 to ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Table of Criteria

1. Evaluation	3-2
1.1 Adequacy of Technical Proposal	3-2
1.2 Alternative Completion Time	3-2
1.3 Technical Alternatives	3-2
1.4 Specialist Subcontractors	3-2
1.5 Quantifiable Nonconformities and Omissions	3-2
1.6 Domestic Preference	3-2
1.7 Other Criteria	3-2
1.8 Multiple Contracts	3-2
2. Qualification	3-3
2.1 Eligibility	3-3
2.1.1 Nationality	3-3
2.1.2 Conflict of Interest	3-3
2.1.3 ADB Eligibility	3-3
2.1.4 Government-Owned Enterprise	3-3
2.1.5 United Nations Eligibility	3-3
2.2 Historical Contract Nonperformance	3-4
2.2.1 History of Nonperforming Contracts	3-4
2.2.2 Suspension Based on Execution of Bid-Securing Declaration	3-4
2.2.3 Pending Litigation and Arbitration	3-4
2.2.4 Declaration: Environmental, Health and Safety Past Performance	3-4
2.3 Financial Situation	3-4
2.3.1 Historical Financial Performance	3-5
2.3.2 Average Annual Construction Turnover	3-5
2.3.3 Financial Resources	3-5
2.4 Construction Experience	3-6
2.4.1 Contracts of Similar Size and Nature	3-6
2.4.2 Construction Experience in Key Activities	3-6

1. Evaluation

In addition to the criteria listed in ITB 37.2 (a)–(f), other relevant factors are as follows:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to successfully implement the contract considering its proposed site organization, method statement, mobilization, and construction schedule (to be described by the Bidder in sufficient detail to demonstrate the adequacy of its work methods, scheduling, and material sourcing) including the extent to which they are presented in a consistent manner and comply with requirements stipulated in Section 6 (Works' Requirements) without material deviation, reservation, or omission.

Noncompliance with equipment and personnel requirements described in Section 6 (Works' Requirements) shall not normally be a ground for bid rejection, and such noncompliance will be subject to clarification during bid evaluation and rectification prior to contract award.

1.2 Alternative Completion Time

Alternative Completion Time is not permitted.

1.3 Technical Alternatives

Technical alternatives are not permitted.

1.4 Specialist Subcontractors

Only the specific experience of Specialist Subcontractors for key activities specified in criterion 2.4.2 Construction Experience in Key Activities will be considered. The experience of Specialist Subcontractors in contracts of similar size and nature, and their financial resources shall not be added to those of the Bidder for purposes of qualification of the Bidder.

1.5 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 37.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

"Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Day work where competitively priced but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids."

1.6 Domestic Preference

This clause is not applicable.

1.7 Other Criteria

This clause is not applicable.

1.8 Multiple Contracts

This clause is not applicable.

2. Qualification

2.1 Eligibility

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

2.1.1 Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI - 1; ELI - 2 with attachments
---	-----------------------	-----------------------	-----------------------	----------------	---

2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
--	-----------------------	-----------------------	-----------------------	----------------	-------------------------

2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
--	-----------------------	-----------------------	-----------------------	----------------	-------------------------

2.1.4 Government-Owned Entity

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI - 1; ELI - 2 with attachments
--	-----------------------	-----------------------	-----------------------	----------------	---

2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
--	-----------------------	-----------------------	-----------------------	----------------	-------------------------

2.2 Historical Contract Nonperformance

2.2.1 History of Nonperforming Contracts

History of Nonperforming Contracts criterion shall not apply.

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Letter of Technical Bid

2.2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall not apply.

2.2.4 Declaration: Environmental, Health and Safety Past Performance

This clause is not applicable for this work.

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last 05 (Five) financial years ending 2021-22 to demonstrate the current soundness of the Bidder's financial position.</p> <p>(a) Net Worth: As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.</p>	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1 with attachments

<p>(b) Profitability: Earnings before tax should be positive in at least Two years out of the last five financial years.</p> <p>(c) Current Ratio: In any one year out of last two financial years, the Current Ratio (Current Assets / Current Liabilities) should be greater than or equal to '1'.</p> <p>(i.e., The current assets are to be equal to or greater than the current liabilities.)</p>					
--	--	--	--	--	--

2.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of INR 204.68 Crores calculated as total certified payments received for contracts in progress or completed, within the last 05 (Five) years ending 2021-22.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 2

2.3.3 Financial Resources

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of INR 53.67 crores	Must meet requirement	Must meet requirement	25% of the requirement	40% of the requirement	Form FIN – 3, and Form FIN – 4

2.4 Construction Experience

2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements			Documents	
	Requirement	Single Entity	Joint Venture		Submission Requirements
All Partners Combined			Each Partner	One Partner	
(A) Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract of * Similar nature that has been satisfactorily and substantially completed within the last **07 (Seven) years where the value of the Bidder's participation exceeds INR 163.74 Crores.	Must meet requirement	Not applicable	Not applicable	Must meet requirement	Form EXP – 1

OR

(B) Participation as a contractor, Joint Venture partner, or Subcontractor, in at least two contracts of * Similar nature that have been satisfactorily and substantially completed within the last **07 (Seven) years, where the value of the Bidder's participation under each contract exceeds INR 102.34 Crores.	Must meet requirement	Must meet requirement as follows: (i) Either one partner must meet requirement; or (ii) Any two partners must each demonstrate one (1) satisfactorily and substantially completed contract of similar size, and nature	Not applicable	Not applicable	Form EXP – 1
---	-----------------------	--	----------------	----------------	--------------

2.4.2 Construction Experience in Key Activities

The Employer accepts any of the following activities to be subcontracted. They may be complied with by the Bidder or by its proposed Specialist Subcontractor.

If the key activity is to be undertaken by a Specialist Subcontractor, the Employer shall require evidence of the subcontracting agreement from the Bidder.

Criteria		Compliance Requirements		Documents
Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements	
For the above or other contracts executed during the period stipulated in 2.4.1, a minimum construction experience is required in the following key activities: Completed Construction of PEB Structures of at least 235 MT for Industrial or Commercial or Infrastructures projects.	Must meet requirement in maximum up to Two contracts (Can be met either by the Single entity or by Specialist Subcontractor(s) or in combination)	Must meet requirement in maximum up to Two numbers of contracts. (Can be met by any JV Partner or specialist subcontractor(s) or in combination)	Form EXP – 2	

Notes for clauses 2.4.1 and 2.4.2: -

- The contract is considered as substantially completed if 80% or more of the work is physically completed which is to be substantiated by a certificate from the employer who has awarded the contract to the bidder.
OR
if 80% of the awarded contract value or revised contract value whichever is lower has been certified for Payment. This is to be substantiated by a certificate from the Employer/Engineer.
- Value of successfully completed portion of any ongoing contracts **up to the last day of the month previous to the month of Bid submission will also be considered for qualification of work experience criteria.
- Value of contract as executed by the Bidder in his own name should be indicated and shall be considered. In case the work(s) is executed as a member of Joint venture the value of *similar nature work executed, shall be considered as per percentage participation (Financial share) by the member(s) in that Joint venture/consortium. This is to be substantiated with a specific certificate and JV Agreement (in case of JV) from the employer who has awarded this contract. Without such certificate, the experience of such contracts shall not be considered.
- In case the financial data is in a currency other than Indian Rupees, the same shall be converted into equivalent Indian Rupees by adopting Exchange rate between the foreign currency and INR as prevailing on 28 days before the deadline for submission of Bids, as per the website of Reserve Bank of India (RBI) for Bid Evaluation. In case the exchange rate on the above date is not available in this web site, it will be as per the web site of Financial Benchmark India Private Limited (FBIL) as recommended by RBI. In case the exchange rate of particular currency is not available on the above date in both these websites then the exchange rate as per the website of the Central Bank of that country to which this currency belongs will be adopted. In case the exchange rate of that currency is not directly available in INR on that website then the currency will be first converted to USD as per the exchange rate between that foreign currency and US Dollar on that web site and then converted from USD to INR as per RBI or FBIL exchange rate between US Dollar and INR, as prevailing on 28 days before the latest date of submission of Bids.
- 'Similar nature work' may be a part of any Contract, in which case the corresponding value of that work will be taken in to consideration for which supporting document from client should be furnished.

6. Works executed to fulfill the requirement for 'Key Activities' may be a part of any Contract, in which case the quantity executed for PEB structures will be taken in to consideration for which supporting document from client should be furnished.
7. *Similar nature work for this contract shall be the construction of Metro Stations or Metro Depot or Railway Workshop or Airport Terminal Buildings.
8. In case the work is executed as sub-contractor, client's signed copy of agreement with main contractor, approval of client for being engaged as a sub-contractor and completion certificate from main contractor are to be submitted.