

## Corrigendum No.1

Name of work: Supply of 2250 MT 60E1 (UIC 60), 880HH Grade Rails as per IRS-T-12-2009 (Latest with all A&C slips), for Bengaluru Suburban Rail Project.

| Sl.No. | Tender Clause No./Page No.  | Amendment  |
|--------|---|--|
| 1.     | Section III _ Eligibility and qualification Criteria:<br>Qualification (ITB 36)<br>4.1 Similar Experience | <p>Replace</p> <p>(i) Supply of a minimum quantity of 22500 MT of rails (UIC 60 as per IRS – T12- 2009) during last seven years ending upto 31.12.2023, out of which minimum 11250 MT should have been supplied to countries outside the country of production from the proposed Rail manufacturing facility or to India.</p> <p>(ii) At least 2250 MT of such supplies should be of UIC 60 or similar rail profile section similar to present tender.</p> <p>(iii) 880 grade Rail manufacturing facilities must be certified by RDSO or internationally accredited agency.</p> <p>(iv) The supplier should have a proven track record of having supplied 60E1 880 grade Rails or R260 Rails with satisfactory performance of minimum 3 years in service in regular revenue operation on ballasted / ballast less on any Metro / Railways for e length of at least 3 Track KM.</p> <p>With</p> <p>(i) Supply of a minimum quantity of 22500 MT of rails (<del>UIC 60 as per IRS – T12 – 2009</del>) during last seven years ending upto 31.12.2023, out of which minimum 11250 MT should have been supplied to countries outside the country of production from the proposed Rail manufacturing facility or to India.</p> <p>(ii) At least 2250 MT of such supplies should be of UIC 60 or similar rail profile section similar to present tender.</p> <p>(iii) 880 grade Rail manufacturing facilities must be certified by RDSO or internationally accredited agency.</p> <p>(iv) The supplier should have a proven track record of having supplied 60E1 880 grade Rails or R260 Rails with satisfactory performance of minimum 3 years in service in regular revenue operation on ballasted / ballast less on any Metro / Railways for e length of at least 3 Track KM.</p> |

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| 2.     | IFT<br>Sl.No.23  | <p>Replace</p> <p>Building and other construction workers welfare: The Bidder shall subscribe 1% of gross amount of each bill payable to him in respect of contract to the building and other construction workers welfare cess as per GO No: LD 300 LET 2006, Bengaluru, dated: 18-01-2007 (as and when emended). The amount of subscription will be recovered out of payable amount to him in each bill. This component is deemed to have been included in the quoted rate.</p> <p>With</p> <p>Deleted.</p>  |
| 3.     | Section III: Evaluation and Qualification Criteria.<br><br>Notes S.no 03 | <p>Replace</p> <p>Documentary evidence of Head hardened rails manufacturing facility certified by RDSO or internationally accredited agency is to be submitted with the bid. The certificate submitted by the bidder may be got verified by the employer. The employer/purchaser may at his discretion, further verify the production process and manufacturing facility of Head Hardened (HH) rails by appointing third party agency at the cost of Supplier.</p> <p>With</p> <p>Documentary evidence of Head hardened rails manufacturing facility certified by RDSO or internationally accredited agency is to be submitted with the bid. The certificate submitted by the bidder may be got verified by the employer. The employer/purchaser may at his discretion, further verify the production process and manufacturing facility of Head Hardened (HH) rails by appointing third party agency at the cost of <b>Purchaser</b>.</p> |
| 4.     | Particular Conditions of Contract GCC 26.2 and ITB 34.5 to BDS           | <p>Add</p> <p>“ Wooden scantlings used 75mm X 75 mm at 4000 mm Centre to Centre instead of 100mmX25 mm at 4000 mm Centre to Centre as indicated in RDSO /T-6219 drawing for “ Arrangement for stacking free rails and welded panels”. The rails shall be stacked either individual or bundles of 3 rails”.</p>   |
| 5.     | Particular Conditions of Contract  | <p><b>Add before” Invoicing Procedure”</b></p> <p>Rolling Plan<br/>Supplier shall submit the Rolling plan of production of 1080 HH rails for the approval of the Purchaser within 21 days of LoA and shall commence the production after approval only.</p>  |

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| 6.     | Particular Conditions of Contract<br>27.1 page 163            | <p>Replace</p> <p>The Supplier shall agree, with the Purchaser/its representative, the time and place for the testing of any Plant, Materials and other parts of the supplies as specified in the Contract. The Purchaser/its representative shall give the Supplier <b>not less than 24 hours'</b> notice of his intention to attend the tests. The Supplier shall provide sufficient suitably qualified and experienced staff to carry out the tests specified in the Contract.</p> <p>With</p> <p>The Supplier shall agree, with the Purchaser/its representative, the time and place for the testing of any Plant, Materials and other parts of the supplies as specified in the Contract. The Purchaser/its representative shall give the Supplier <b>not less than 7 days</b> notice of his intention to attend the tests. The Supplier shall provide sufficient suitably qualified and experienced staff to carry out the tests specified in the Contract.</p> |
| 7.     | Bidding Forms<br>Form - 9<br>Form – 21<br>Form - 25           | <p>Replace</p> <p>Quality Assurance Plan, Form -9<br/>Specific/ Similar experience, Form-21<br/>Letter of Undertaking regarding confidentiality of bid Information, Form-25</p> <p>With</p> <p>Quality Assurance Plan, revised Form -9<br/>Specific/ Similar experience, revised Form-21<br/>Letter of Undertaking regarding confidentiality of bid Information, revised Form-25</p>  |
| 8.     | Section IX: Particular Conditions of Contract (PCC). GCC 18.1 | <p>Replace</p> <p>For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country in addition to the all (also including statutory deductions viz TDS towards Income Tax and GST, Labour cess), except all the central, state, local taxes, duties,</p>   |

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|        |   | <p>levies, cess and GST as applicable in the Purchaser's Country; incurred until the delivery of the contracted goods to the purchaser.</p> <p>With</p> <p>For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country incurred until the delivery of the contracted goods to the purchaser.</p>   |
| 9.     | Section IX: Particular Conditions of Contract (PCC). GCC 18.2 | <p>Replace</p> <p>For goods manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., (also including statutory deductions viz TDS towards Income Tax and GST, Labour cess), except all the central, state, local taxes, duties, levies, cess and GST as applicable in the Purchaser's Country; incurred until the delivery of the contracted goods to the purchaser.</p> <p>With</p> <p>For goods manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., as applicable in the Purchaser's Country; incurred until the delivery of the contracted goods to the purchaser.</p> |
| 10.    | Section IX: Particular Conditions of Contract (PCC). GCC 27.1 | <p>Replace</p> <p>Third party inspection cost to be borne by supplier including costs of the inspection, travelling and accommodation costs complete in all respects. Quoted rate must include these elements also.</p> <p>With</p> <p>Third party agency inspection expenses including costs of the inspection, travelling and accommodation costs complete in all respects to be borne by supplier. Quoted rate must include these elements also.</p>  |

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| 11.    | Section III: Evaluation and Qualification Criteria.<br>Notes S.no 7 | Add<br>Bidders in the capacity of a subsidiary company is permitted to use the credentials of its parent company unless the bidder participates in the tender as JV/Consortium with its parent company as a member in JV/Consortium with minimum participation as defined in ITB 4.1. |

Quality Assurance Plan

**Deleted**

**Specific Experience**

**(Each Bidder or member of a JV must fill this form)**

Bidder's Name: \_\_\_\_\_

JV / CONSORTIUM Member's Name \_\_\_\_\_

Tender No. : \_\_\_\_\_

Name of Work:- \_\_\_\_\_

|  |             |   |   |  |
|--|-------------|---|---|--|
| Similar Contract No.   | Information |   |   |  |
| Contract Identification  |             |   |   |  |
| <b>Description of supplies executed in accordance with requirement as defined in EQC</b>         |             |   |   |  |
| Award date   |             |   |   |  |
| Completion date  |             |   |   |  |
| Role in Contract   | Prime       | Member in JV / CONSORTIUM<br><input type="checkbox"/> | Management Contractor<br><input type="checkbox"/> | Sub-contractor<br><input type="checkbox"/> |
| Total Contract Amount  |             |   | US\$ equivalent                                   |  |
| If member in a JV / CONSORTIUM or sub-contractor, specify participation in total Contract amount |             |   |   |  |
| Employer's Name:   |             |   |   |  |
| Address:   |             |   |   |  |
| Telephone/fax number   |             |   |   |  |
| E-mail:  |             |   |   |  |

*\* See Section III Evaluation and Qualification Criteria – Clause No. 4.2(a)*

**Note:-**

In support of the above, bidders are required to enclosed work completion certificate issued by previous employer.

**Corrigendum No.1****Specific / Similar Works Experience (continue.)**

| Name of Tenderer (each member in case of JV/Consortium) | Name of work with Contract No. and award date | % participation (in case of JV/Consortium member) | Quantum of completed work in MT (Completion certificate from client to be enclosed) | Quantum of required work as per % participation. |
|---|---|---|---|--|
|   |   |   |   |  |
|   |   |   |   |  |
|   |   |   |   |  |
|   |   |   |   |  |

**Notes:**

1. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated.
2. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by CA, TDS certificates for all payments received and copy of final/last bill paid by client shall be submitted.
3. Value of successfully completed portion of any ongoing work up to date of Bid submission will also be considered for qualification of work experience criteria.
4. For completed works, value of work done shall be updated to Bid submission date assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year.
5. For the purpose of evaluation of work experience, all prices will be converted to Indian Rupees using the Exchange rates for those currencies at the close of business of the Reserve Bank of India at 31st December of each year for the works completed in respective year.
6. For the works completed in the current year, before 31st of December, the conversion rates of foreign currency shall be applicable at the exchange rate of close of business of the Reserve Bank of India on the day 28 days (Base Date) prior to the Bid submission date.
7. In case of JV / Consortium, full value the work, if done by the same JV / CONSORTIUM / or any of members of the JV / CONSORTIUM / shall be considered. If the work done by them in any other JV / Consortium, value of work as per his percentage participation in that JV / CONSORTIUM / shall be considered.

**Signature of authorized signatory on behalf of Tenderer**

**Letter of Undertaking Regarding Confidentiality of Bid Information\***

*(This document is to be prepared by the Bidder and submitted on Bidder's Letterhead as part of Technical Package as per BDS 26.4)*

**Date:** .....

**To:**

**THE MANAGING DIRECTOR,**

Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE)

Samparka Soudha, 1st Floor, Dr. Rajkumar Road,

Opposite Orion Mall, Rajajinagar 1st Block,

Bengaluru-560010

**Ref:-**

Bidder's Name: \_\_\_\_\_

Tender No. : \_\_\_\_\_

Name of Work:- \_\_\_\_\_

We (Name of Bidder / Consortium) hereby undertake that the Bid **documents**, both in hard copy and digitized format, and the Bidding documents purchased as a necessary part of our preparation of this Bid shall be used solely for the preparation of the Bid and that if the Bid is successful, shall be used solely for the execution of Works.

We further undertake that the aforesaid Bid **documents** prepared by Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE), shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the Bidder / Members of or its/their parent companies or sub-contractors of the Bidder / are, or will be involved with either in India or in any other Country.

Signed: .....

For and on behalf of

(Name of Bidder / Joint Venture / Consortium)

(To be signed by each member of the Joint Venture / Consortium, as applicable)

\* In case of a JV / CONSORTIUM, to be submitted by the Authorized representative of the Lead Member.