

**RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED,**

#8, 1<sup>st</sup> Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall,  
Rajajinagar 1<sup>st</sup> Block, Bengaluru-560010

**CORRIGENDUM No – 02**

**Dated 26/11/2021**

**“SHIFTING OF ELECTRICAL UTILITIES INFRINGING TO PROPOSED TRACK DOUBLING WORK BETWEEN YESHAWANTPUR TO HOSURU AND OTHER MISC. GENERAL SERVICE WORKS”.**

**Tender no K-RIDE/DL/21/2021 Dated 27/10/2021**

**Note:** If there is any contradiction elsewhere also in the tender document, following changes is having overriding effect on them and prevails.

SI No	Part/ Section	Clause No.	As per tender document/ Information	Revised Bid Condition
1			CA (chartered Accountant)	Replace CA audit with Statutory Auditor wherever applicable, except in qualification of a experts.
2	Section -1  Tender notification	31	<b>Last Date of Receipt and opening of Bids:</b> The completed Tenders must be submitted through Karnataka Public Procurement Portal <a href="https://eproc.karnataka.gov.in">https://eproc.karnataka.gov.in</a> not later than 15.00Hrs. on <b>28/11/2021</b> and shall be opened on <b>29/11/2021</b> at 15.30 hrs. K-RIDE will not be responsible for any delays in the receipt of Tenderby K-RIDE. Late Tenders (received after stipulated date and time of submission of Tenders) shall not be accepted under any	<b>Last Date of Receipt and opening of Bids:</b> The completed Tenders must be submitted through Karnataka Public Procurement Portal <a href="https://eproc.karnataka.gov.in">https://eproc.karnataka.gov.in</a> not later than 15.00 Hrs on <b>05/12/2021</b> and shall be opened on <b>06/12/2021</b> at 15.30 Hrs. K-RIDE will not be responsible for any delays in the receipt of Tender by K-RIDE. Late Tenders (received after stipulated date and time of submission of Tenders) shall not be accepted under any circumstances. K-RIDE

(DOUBLING/MODIFICATION/UTILITY SHIFTING)

			circumstances. K-RIDE reserves the right to accept/reject any or all proposals without assigning any reason thereof.	reserves the right to accept/reject any or all proposals without assigning any reason thereof.
2	Section -2 ITT(Instr uction to Tenderers)	28.	<b>NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT</b>	<b>NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT</b> Please insert the following para below 28.4 as:  The Cost of stamp duty of the contract agreement shall be borne by the contractor as per the Karnataka stamp duty Act.
3	Section -2 ITT(Instr uction to Tenderers)	29.	<b>PERFORMANCE SECURITY</b>  <b>29.1</b> Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to <b>3% of the Contract price plus additional security for unbalanced tenders (additional security at 50% of the estimated cost of the unbalanced component)</b> in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract. <ul style="list-style-type: none"> <li>➤ Banker's cheque/Demand draft, /Pay Order/ BG in favour of K-RIDE, Bangalore or</li> <li>➤ A bank guarantee in the form given in Section 10; or</li> <li>➤ Specified Small Savings Instruments pledged to K-RIDE, Bangalore.</li> </ul>	<b>PERFORMANCE SECURITY</b> <b>Please insert the following line in Performance Security</b>  <b>29.1</b> Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to <b>3% of the Contract price plus additional security for unbalanced tenders (additional security at 50% of the estimated cost of the unbalanced component)</b> in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract. <ul style="list-style-type: none"> <li>➤ Banker's cheque/Demand draft, /Pay Order/ BG in favour of K-RIDE, Bangalore or</li> <li>➤ A bank guarantee in the form given in Section 10; or</li> <li>➤ Specified Small Savings Instruments pledged to K-RIDE, Bangalore.</li> <li>➤ <b>Specified small savings instruments in the form of "Fixed Deposits (Without any encumbrances)" in the name of K-RIDE</b></li> </ul>

4	Section -2 ITT(Instr uction to Tendere rs)	Addition al ITT Clause no.15	<p><b>Sealing and Marking of Tenders</b></p> <p>The Tenderer shall submit the technical Tender, Price Tender and the Tender Security/Tender Security Declaration through Karnataka Public Procurement Portal i.e., <a href="https://eproc.karnataka.gov.in">https://eproc.karnataka.gov.in</a>. The original of the Technical Proposal, which will contain all Forms of Section 3 except <b>Forms PS 2 and</b> Price Schedule Section 9 and all other relevant data specified in the Tender document.</p> <p>The Price Bid, shall be submitted through Karnataka Public Procurement Portal only. This “PRICE BID” will contain only <b>Forms PS 2 of Section 3 &amp;</b> Price Schedule and all other relevant data specified in this Tender document. All forms should be typed on the Tenderer’s’ letter head as per the exact format of the Forms.</p>	<p><b>Sealing and Marking of Tenders</b></p> <p>The Tenderer shall submit the technical Tender, Price Tender and the Tender Security/Tender Security Declaration through Karnataka Public Procurement Portal i.e., <a href="https://eproc.karnataka.gov.in">https://eproc.karnataka.gov.in</a>. The original of the Technical Proposal, which will contain all Forms of Section 3 except Price Schedule Section 9 and all other relevant data specified in the Tender document.</p> <p>The Price Bid, shall be submitted through Karnataka Public Procurement Portal only. This “PRICE BID” will contain only Price Schedule and all other relevant data specified in this Tender document. All forms should be typed on the Tenderer’s’ letter head as per the exact format of the Forms.</p>
5	Section -2 ITT(Instr uction to Tendere rs)	Addition al ITT Clause no.11.5	<p><b>Tender Prices</b></p> <ul style="list-style-type: none"> <li>• The prices quoted by the Tenderer in the Letter of Price Tender (LPB)and in the Price Schedule shall conform to the requirements specified below.</li> </ul>	<p><b>Tender Prices</b></p> <ul style="list-style-type: none"> <li>• The prices quoted by the Tenderer in the Price Schedule shall conform to the requirements specified below.</li> </ul>

6	Section -2  ITT(Instru- ction to Tendere- rs)	Addition al ITT Clause no.11.5	<b>Tender Prices</b> <ul style="list-style-type: none"> <li>The price to be quoted in the Letter of Price Tender, in accordance with ITT, shall be the total price of the Tender.</li> </ul>	<b>Tender Prices</b> <ul style="list-style-type: none"> <li>The price to be quoted in the Price Schedule, in accordance with ITT, shall be the total price of the Tender.</li> </ul>
7	SECTION-7  PARTICULAR CONDITIONS OF CONTRACT (PCC)	New Clause- 13	<b>Provisional Payment Against Material at Site.</b>  A provisional payment on account of main construction materials required for the Permanent Works shall be paid in INR only on request of the Contractor after these materials are brought to Site, against the Bank Guarantee and Insurance. The payment shall be limited to 80% of the actual value or assessed value of these materials on the basis of invoice and the total of such provisional payment on account of construction materials at a time shall be limited to three percent of original contract value or likely average consumption of such materials for three months, whichever is less and at any time the total outstanding provisional payment against material at site shall not exceed four percent of the original contract value. The valuation of the average consumption of such main construction materials shall be approved by	<b>Provisional Payment Against Material at Site.</b>  <b>DELETED</b>

			the Engineer, whose decision shall be final. Materials which are of perishable nature should be adequately insured. Advances and provisional payments as admissible, shall be payable only on Contractor's written request to the Employer/Engineer.	
8			<p style="text-align: center;"><b>PAYMENT TERMS</b></p> <p><b>(i) PAYMENT OF ITEMS AGAINST SUPPLY AND ERECTION OF MATERIAL:</b></p> <p>On completion of each item/work of other items mentioned in BOQ, the contractor shall receive payment on submission of bill to the extent of 80% of the supply and erection costs at the accepted schedule price of the items after making any recoveries if any, and after inspection and production of documents as listed below:</p> <ol style="list-style-type: none"> <li>a. E-way bill.</li> <li>b. Supplier's Delivery Challans and supplier's Tax invoice/GST.</li> <li>c. Inspection certificate granted by the authorized /approved agency/Purchaser's representative as per contract.</li> </ol>	<p style="text-align: center;"><b>PAYMENT TERMS</b></p> <ol style="list-style-type: none"> <li>1. <b>Supply payments:</b> The contractor shall be entitled to be paid against supply of material only for such works as in the opinion of Engineer he has supplied in terms of the contract. All payments shall be subject to deductions. Payments provided always that the engineer may withhold if the works or any part thereof are not being carried out to his satisfaction.</li> <li>2. Contractor shall take prior approval of Engineer-in-charge before supplying the material along with the approval of makes, drawing and quantity.</li> </ol> <p>Payment of procurement of material and progress of work is given below:</p> <p><b>(i)</b> Procurement of the following items shall be as approved by Engineer-n-charge. Payment of 100% of the accepted price shall be paid on receipt &amp; accountal of material at site or required destination after inspection and production of documents as listed below:</p>

		<p>d. Certificate of receipt of material at Contractor depot/work sites duly accepted by the Engineer.</p> <p>e. Quality Assurance Documents including Guarantee/Warrantee, if any.</p> <p>f. Insurance certificate of 100% value valid till liability period.</p> <p><b>(ii). REMAINING 20% PAYMENT:</b></p> <p>The balance 20% of each item of the BOQ shall be paid to the contractor after commissioning of the portion of the work or handing over of the installation and released materials to the ESCOM and furnishing the acknowledgment to KRIDE, whichever is later. This is applicable for A to D schedules.</p> <p><b>a. Rounding off amounts:</b> The total amount due on each certificate shall be rounded off to the nearest rupee i.e sum less than 50 paise shall be omitted and sums of 50 paise and more upto Rs.1 will be reckoned as Rs.1.</p> <p><b>b. Manner of payment:</b> Unless otherwise specified payments to the contractor will be transferred electronically to his bank account.</p> <p><b>c. FINAL SETTLEMENT:</b> On expiry of the defect liability period and issue of the taking</p>	<p>a. E-way bill</p> <p>b. Supplier's Delivery Challans and supplier's Tax invoice/GST</p> <p>c. Inspection certificate granted by the authorized /approved agency/Purchaser's representative as per contract.</p> <p>d. Certificate of receipt of material at Contractor depot/work sites duly accepted by the Engineer.</p> <p>e. Quality Assurance Documents including Guarantee/Warrantee, if any.</p> <p>f. Insurance certificate of 100% value valid till liability period.</p> <p>g. Indemnity bond.</p> <p>h. BG of 105% value valid till commissioning and handing over whichever is later.</p> <p><b>LIST OF ITEMS PROPOSED FOR PAYMENT</b></p> <p>a. RCC, PCC and Spun poles.</p> <p>b. ACSR conductor of any size.</p> <p>c. HT &amp; LT cables of any sizes.</p> <p>d. LT&amp;HT cable end termination kits and cable jointing kits.</p> <p>e. Transformers &amp; Compact substations.</p> <p>f. All types RMU units, RTU, LT distribution box</p> <p>g. LT feeder pillar box.</p> <p>h. Highmast, octagonal poles, MS tubular poles.</p> <p>i. Light fittings.</p>
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		<p>over certificate of the entire installation, the Bank Guarantee for Performance security shall be released to the contractor after adjustment of any dues payable by the contractor.</p> <p><b>d. RECOVERIES FROM THE CONTRACTOR:</b> All the recoveries for materials supplied and services rendered by KRIDE to the Contractor, if any and other refunds due from the Contractor shall be made by deductions from payments due to the Contractor covering the value of supply and erection in the progress payment.</p> <p><b>3. TAXES AND DUTIES:</b></p> <p>i. All taxes, duties and levies (including octroi, works contract tax etc., but excluding GST arising out of the transactions between the contractor and his sub-contractor/Suppliers for this work will be deemed to be included in the accepted rates, unless otherwise specified in the BOQ or technical specification.</p> <p>ii. Where the law makes it statutory for the Purchaser to deduct any amount towards GST or any other taxes</p>	<p>j. Metering cubical, Control boxes</p> <p><b>(ii) PROGRESS PAYMENT AGAINST ERECTION OF MATERIAL:</b></p> <p>On completion of item/work of BOQ, the contractor shall receive payment on submission of bill to the extent 80% of erection costs after making any recoveries, if any.</p> <p><b>(iii) PAYMENT OF OTHER ITEMS AGAINST SUPPLY AND ERECTION OF MATERIAL:</b></p> <p>On completion of each item/work of other items mentioned in BOQ, the contractor shall receive payment on submission of bill to the extent of balance 80% of the supply and erection costs of other items after making any recoveries, if any.</p> <p><b>(iv). REMAINING 20% PAYMENT:</b></p> <p>The remaining 20% of items of the BOQ shall be paid on submission of approval / clearance obtained from Electrical inspectorate for the drawings pertaining to the work carried out, completion of the works in all respect on obtaining the clearance from the Electrical Inspectorate authorities subject to the certification by the concerned Engineer in-charge and commissioning of the portion of the work or handing over of the installation and released materials to the ESCOM and furnishing the acknowledgment to KRIDE, whichever is later.</p> <p><b>3. Rounding off amounts:</b> The total amount due on each certificate shall be rounded off to the nearest rupee i.e</p>
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			<p>on works contract, the same shall be deducted and remitted to the concerned authority.</p>	<p>sum less than 50 paise shall be omitted and sums of 50 paise and more upto Rs.1 will be reckoned as Rs.1.</p> <p>4. <b>Manner of payment:</b> Unless otherwise specified payments to the contractor will be transferred electronically to his bank account.</p> <p>5. <b>PART SETTLEMENT:</b> After the issue of taking over certificates by BESCO of the particular site installation, the proportionate Bank guarantee deposited against supply of material shall be released.</p> <p>6. <b>FINAL SETTLEMENT:</b> On expiry of the defect liability period and issue of the taking over certificate of the entire installation, the Bank Guarantee for Performance security shall be released to the contractor after adjustment of any dues payable by the contractor.</p> <p>7. <b>RECOVERIES FROM THE CONTRACTOR:</b> All the recoveries for materials supplied and services rendered by KRIDE to the Contractor, if any and other refunds due from the Contractor shall be made by deductions from payments due to the Contractor covering the value of supply and erection in the progress payment.</p>
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**8. TAXES AND DUTIES:**

i. Contract prices are inclusive of all the applicable taxes and duties including taxes to be deducted at source, but exclusive of tax. KRIDE shall pay, GST as per applicable statutory norms.

ii. Where the law makes it statutory for the Purchaser to deduct any amount towards GST or any other taxes on works contract, the same shall be deducted and remitted to the concerned authority.