

KRIDE's remarks pre-bid query for the work of shifting of Electrical utilities infringing to proposed track doubling work between Yeshwantpur-Hosuru and other Misc. general service works held on 12/11/2021

1	As per document	<i>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 3% of the Contract price plus additional security for unbalanced tenders (additional security @ 50% of the estimated cost of the unbalanced component) in accordance with clause No.25.5 of ITT and Clause No.43 of the conditions of contract.</i>
	Q1	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 3% of the Contract price plus additional security for unbalanced tenders (additional security @ 50% of the estimated cost of the unbalanced component) in accordance with clause No.25.5 of ITT and Clause No.43 of the conditions of contract. - please clarify.
	KRIDE Remarks	The unbalanced tender means when lowest response (L-1) is received less than the NIT value. In such instances, the successful bidder shall deliver additional security @ 50% of cost unbalanced component i.e 50% difference cost between NIT value to quoted rates over NIT value (in case quoted rate is minus side), in addition to Performance security equivalent to 3% the contract price. Please refer clause No.25.6 of additional instructions to tenderers of instructions to tenderers for calculation of additional performance security.
	As per document	<i>The bid shall be digitally by using class-III digital signature of a person who is duly authorized to sign on behalf of the bidder. The 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 either the letter of technical bid or letter of price bid or bid security declaration (if applicable) is not signed, the bid shall be rejected. All pages of the bid, except for un-amended printed literature, shall be signed or initialed by person signing the bid.</i>
	Q2	The bid shall be digitally by using class-III digital signature of a person who is duly authorized to sign on behalf of the bidder. The 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 either the letter of technical bid or letter of price bid or bid security declaration (if applicable) is not signed, the bid shall be rejected. All pages of the bid, except for un-amended printed literature, shall be signed or initialed by person signing the bid. - Please clarify, whether bidder needs to submit any document in hard copies?
	KRIDE Remarks	No, the bidder need not to submit original of documents uploaded on Karnataka Procurement Portal. However, please refer clause No.22 of instructions to tenderers and clause No.24.3 of additional instruction to tenderers of Instructions to tenderers for more clarification.

	As per tender document	There is no supply / on account payment. The payment shall be made as per the payment terms mentioned of section-9
	Q1	<p>As per the queries raised in pre bid meeting conducted online with the engineers, we would like to bring to your good self that, we are willing to participate in the above-mentioned tender & we are kindly requesting you to relax tender conditions listed below:</p> <p>In the tender we have found out that there is no supply payment after procuring materials. And in pre-bid meeting we found out that we have to submit 105% of BG in order to take up the supply payment.</p> <p>In the view of the above we would like to point out that as this tender has major items such as HT cables & Rmu's and as a contractor's point of view it is a major investment to procure this items from the market as the prices are fluctuating every day to execute the work, and more importantly we have to get the approvals for site clearances from other work related departments such as BESCO, NHAI etc., to execute the works which may take a period of time, and we cannot block our financial resources till then.</p> <p>And hence, if we are able to raise supply bill after material purchase of at least 90% like ESCOM's and other department allow us without issuing any bank guarantee for supply bill from us then we can execute the project smoothly without any financial problems even if the work is been delayed during the execution.</p> <p>Hence kindly look into this matter and relax this above-mentioned tender condition.</p>
	Q2	<p>During pre-bid meeting discussion had with K-RIDE officials conducted on 12-11-2021 pertaining to above said work during discussion the following payment terms has been discussed and explained our difficulties. The Electrical items are ready to use like all type of HT/LT cables, package type Sub Stations, RMU Panels, High mast etc., are dispatch only after 100% Payment to the manufacturer.</p> <p>Normally, the manufacture will take up for manufacturing only after approved drawings technical specifications approved duly by K-RIDE only. After manufacturing the K-RIDE officials can be inspect the materials at the manufacturing unit duly conducting all type of standard testing as per IS will be carried out and witness the testing by K-RIDE officials and after dispatch clearance only materials will be dispatch to your worksite /store. After reaching to worksite/store all the relevant documents like test reports, guarantee certificates, operation manuals along with invoice will be submitted to your office for which at least 80% payment may please be released and balance 20% payment individual site completion of work may be given as running bills.</p> <p>We hope to complete the project in time, the payment feasibility may please be incorporate and necessary corrigendum may please be issued.</p>

<p>KRIDE Remarks</p>	<p style="text-align: center;">PAYMENT TERMS</p> <ol style="list-style-type: none"> 1. Supply payments: 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. 2. Contractor shall take prior approval of Engineer-in-charge before supplying the material along with the approval of makes, drawing and quantity. <p>Payment of procurement of material and progress of work is given below:</p> <p>(i) Procurement of the following items shall be as approved by Engineer-in-charge. Payment of 100% of the accepted price shall be paid on receipt & accountal of material at site or required destination after inspection and production of documents as listed below:</p> <ol style="list-style-type: none"> a. E-way bill b. Supplier's Delivery Challans and supplier's Tax invoice/GST c. Inspection certificate granted by the authorized /approved agency/Purchaser's representative as per contract. d. Certificate of receipt of material at Contractor depot/work sites duly accepted by the Engineer. e. Quality Assurance Documents including Guarantee/Warrantee, if any. f. Insurance certificate of 100% value valid till liability period. g. Indemnity bond. h. BG of 105% value valid till commissioning and handing over whichever is later. <p style="text-align: center;">LIST OF ITEMS PROPOSED FOR PAYMENT</p> <ol style="list-style-type: none"> a. RCC, PCC and Spun poles. b. ACSR conductor of any size. c. HT & LT cables of any sizes. d. LT&HT cable end termination kits and cable jointing kits.
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- e. Transformers & Compact substations.
- f. All types RMU units, RTU, LT distribution box
- g. LT feeder pillar box.
- h. Highmast, octagonal poles, MS tubular poles.
- i. Light fittings.
- j. Metering cubical, Control boxes

(ii) PROGRESS PAYMENT AGAINST ERECTION OF MATERIAL:

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.

(iii) PAYMENT OF OTHER ITEMS AGAINST SUPPLY AND ERECTION OF MATERIAL:

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.

(iv). REMAINING 20% PAYMENT:

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.

3. **Rounding off amounts:** 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.
4. **Manner of payment:** Unless otherwise specified payments to the contractor will be transferred electronically to his bank account.
5. **PART SETTLEMENT:** 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>6. FINAL SETTLEMENT: 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. RECOVERIES FROM THE CONTRACTOR: 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>8. TAXES AND DUTIES:</p> <p>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.</p> <p>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.</p>