

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED,

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

CORRIGENDUM No – 03

Dated 03/06/2022

“SHIFTING OF ELECTRICAL UTILITIES INFRINGING TO PROPOSED TRACK DOUBLING WORK BETWEEN YESVANTPUR TO HOSUR”.

Tender no K-RIDE/DL/10/2022 Dated 09/05/2022

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	Section -7 PCC	New clause-4.19 Performance security	Performance Security: The Contractor shall obtain (at his cost) a Performance Security and an additional Performance Security, if any in terms of ITB 35.5 , for proper performance of the contract, for the amount, currencies and validity period for Performance Security stated in the Contract Data. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply. The Contractor shall deliver the Performance Security and additional Performance Security, if any, to the Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security/additional Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer and shall be in the form as given in Section 10 (Formats) or in another form specifically approved by the Employer. The procedure for obtaining Performance Guarantee is outlined below: The successful bidder shall have to submit a Performance	Performance Security: The Contractor shall obtain (at his cost) a Performance Security and an additional Performance Security, if any in terms of ITT 25.5 , for proper performance of the contract, for the amount, currencies and validity period for Performance Security stated in the Contract Data. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply. The Contractor shall deliver the Performance Security and additional Performance Security, if any, to the Employer within 20 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security/additional Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer and shall be in the form as given in Section 10 (Formats) or in another form specifically approved by the Employer. The procedure for obtaining Performance Guarantee is outlined below: The successful bidder shall have to submit a Performance Guarantee (PG) within 20 (Twenty) days from the date of

(DOUBLING/MODIFICATION/UTILITY SHIFTING)

		<p>Guarantee (PG) within 28 (Twentyeight) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 28 (Twenty-eight) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 28(Twenty-eight) days, i.e. from 29th day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department for promotion of industry and internal trade (DPIIT) under Ministry of Commerce and Industry, DPIIT shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.</p> <p>The Performance Security/additional Performance Security shall be, at the Contractor's option, in any of the following forms:</p> <ul style="list-style-type: none"> (i) An unconditional Bank Guarantee in the prescribed format (ii) A Pay Order / Demand Draft drawn on a Scheduled / Nationalized Bank in India in favour of "Rail Infrastructure Development 	<p>issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 20 (Twenty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 20 (Twenty) days, i.e. from 21st day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department for promotion of industry and internal trade (DPIIT) under Ministry of Commerce and Industry, DPIIT shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.</p> <p>The Performance Security/additional Performance Security shall be, at the Contractor's option, in any of the following forms:</p> <ul style="list-style-type: none"> (i) An unconditional Bank Guarantee in the prescribed format (ii) A Pay Order / Demand Draft drawn on a Scheduled / Nationalized Bank in India in favour of "Rail Infrastructure Development Company (Karnataka) Ltd" payable at Bangalore. (iii) FDR in favour of "Rail Infrastructure Development Company (Karnataka) Ltd." (free from any encumbrance).
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		<p>Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly submit Performance Guarantee @ 10% of the increased amount over the original contract price in a specific currency. On the other hand if the value of contract price decreases by more than 25% of the original contract price payable in a specific currency, Performance Guarantee @ 10% of the decrease in contract price from the original contract price in a specific currency shall be returned to the contractor, on his request.</p> <p>Wherever the contract is terminated under Clause 49.7/PCC, the Performance Guarantee shall be encashed by the Employer:</p> <p>i) in full including additional Performance Guarantee amount, if any, taken in terms of clause 25.5 and 29 of ITT and not due for release on the date of issue of termination letter in terms of this clause, in case of termination of the contract as a whole; or</p> <p>ii) at the discretion of the Employer it may be encashed in part/parts proportionate to the Contract price of the bill/schedule to which the terminated part of work belongs i.e $P=(A \times B) \div C$ where P=Proportionate Bank Guarantee Amount.</p>	<p>over the original contract price in a specific currency. On the other hand if the value of contract price decreases by more than 25% of the original contract price payable in a specific currency, Performance Guarantee @ 10% of the decrease in contract price from the original contract price in a specific currency shall be returned to the contractor, on his request.</p> <p>Wherever the contract is terminated under Clause 49.7/PCC, the Performance Guarantee shall be encashed by the Employer:</p> <p>i) in full including additional Performance Guarantee amount, if any, taken in terms of clause 25.5 and 29 of ITT and not due for release on the date of issue of termination letter in terms of this clause, in case of termination of the contract as a whole; or</p> <p>ii) at the discretion of the Employer it may be encashed in part/parts proportionate to the Contract price of the bill/schedule to which the terminated part of work belongs i.e $P=(A \times B) \div C$ where P=Proportionate Bank Guarantee Amount. A=Contract price of the particular bill/schedule to which the terminated part of work belongs. B=Performance Guarantee amount in terms of CC New-clause 4.19/PCC C=Total Contract price.</p> <p>Plus additional performance Guarantee amount, if any, taken in terms of sub clause 25.5 and 29 of ITT and not due for release on the date of issue of termination letter in terms of this clause against this particular bill/schedule to</p>
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			<p>A=Contract price of the particular bill/schedule to which the terminated part of work belongs. B=Performance Guarantee amount in terms of CC New-clause 4.19/PCC C=Total Contract price. Plus additional performance Guarantee amount, if any, taken in terms of sub clause 25.5 and 29 of ITT and not due for release on the date of issue of termination letter in terms of this clause against this particular bill/schedule to which the terminated part of the work belongs, in case of termination in part/parts.</p> <p>The balance work should be got done separately, and independently by K-RIDE without risk and cost of the original contractor. The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm. In case the Contractor fails to perform the Contract or any JV partner fails to perform its obligations under the JV agreement, which is a part of this agreement, the Employer may issue notice of such default to the said JV partner or the JV (depending upon reasons of default) and declare the said JV partner or the JV as Poor Performer. The issue of such notice shall automatically</p>	<p>which the terminated part of the work belongs, in case of termination in part/parts.</p> <p>The balance work should be got done separately, and independently by K-RIDE without risk and cost of the original contractor. The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.</p> <p>In case the Contractor fails to perform the Contract or any JV partner fails to perform its obligations under the JV agreement, which is a part of this agreement, the Employer may issue notice of such default to the said JV partner or the JV (depending upon reasons of default) and declare the said JV partner or the JV as Poor Performer. The issue of such notice shall automatically debar the JV partner or JV, as the case may be, from participating in any K-RIDE tender from the date of issue of notice of default. The relevant performance security including additional performance security, if any, in terms of sub clauses 25.5 and 29 of ITT submitted by the Contractor or submitted on behalf of JV partner to the extent not due for release at the time of contemplation of such action shall be encashed and forfeited either fully or in proportion of the percentage share of that partner in the JV agreement, as the case may be.</p>
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			debar the JV partner or JV, as the case may be, from participating in any K-RIDE tender from the date of issue of notice of default. The relevant performance security including additional performance security, if any, in terms of sub clauses 25.5 and 29 of ITT submitted by the Contractor or submitted on behalf of JV partner to the extent not due for release at the time of contemplation of such action shall be encashed and forfeited either fully or in proportion of the percentage share of that partner in the JV agreement, as the case may be.	
2	Section -10 Format of PBG	Sl. No.8	This guarantee is valid and effective from the date of its issue, which is [insert date of issue]. The guarantee and our obligations under it will expire on [Insert the date twenty-eight days after the expected end of defect liability period] . All demands for payment under the guarantee must be received by us on or before that date.	This guarantee is valid and effective from the date of its issue, which is [insert date of issue]. The guarantee and our obligations under it will expire on [Insert the date Sixty days after the expected date of completion of work] . All demands for payment under the guarantee must be received by us on or before that date.