

SECTION – 2

INSTRUCTIONS TO TENDERERS (ITT)

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)
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K-RIDE

A. GENERAL

1. SCOPE OF THE TENDER

1.1 RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (K-RIDE), a Joint Venture of Government of Karnataka and Ministry of Railways, with its corporate office at #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010, India, invites tenders from eligible tenderers, for the works detailed in the invitation for the Tenders (IFT).

2. ELIGIBLE TENDERERS

2.1 The tenderers, who wish to participate, shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of Karnataka / Govt of India / PSUs.

2.2 JOINT VENTURES

Tendering by a joint venture of Contractors is permissible subject to following conditions:

If the Applicant comprises a number of firms combining their resources in a joint venture, the legal entity constituting the joint venture and the individual partners in the joint venture shall be registered after award of work and shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of Karnataka, Govt of India, and PSUs.

- a. The joint venture must collectively satisfy the Qualification criteria. For this purpose, the following data of each member of the joint venture may be added together to meet the collective qualifying criteria:
 - i. Average annual turnover (sub clause 3.2a)
 - ii. Particular experience including key production rates (Sub clause 3.2b & c)
 - iii. Financial means (sub clause 3.3 b: Liquid Assets, 3.6: Assessed Available Tender Capacity & the audited balance sheets or other financial statements acceptable to the Employer, for the specified five financial years shall be submitted and they must demonstrate the current soundness of the tenderer's financial position and prospective long-term profitability.
 - iv. Personnel capabilities (sub clause 3.3c: List of minimum key staff / position required during the contract implementation)
 - v. Equipment capabilities (sub clause 3.3a: own / lease equipment)
- b. Each partner must satisfy the following criteria individually:
 - i. General construction experience for the period of years stated in tender document (Instructions to tenderers): The intending tenderer/firm/company/joint venture shall provide evidence that it has been actively engaged in the similar work as specified in sub clause 3.2 b, for at least for a period of five years and the period ending last day of the month previous to the month of bid submission. (From FY: 17-18 to FY: 21-22)
 - ii. Adequate sources to meet financial commitments on the other contracts (Sub clause 3.5: Accessed Available Tender Capacity)
 - iii. Financial Soundness (Instructions to Tenderers: The intending tenderer/ firm/ company shall provide the audited balance sheets or other financial statements acceptable to the Employer for the period mentioned in para (i) above and must demonstrate the current soundness of the tenderer's financial position and indicate prospective long-term profitability. If deemed necessary, the Employer shall have the authority to make enquiries with the tenderer's bankers).
 - iv. Litigation History (Instructions to Tenderers: The intending tenderer/firm/company/ joint venture shall provide accurate information on the related application form about any litigation or Arbitration resulting from contracts completed or on going under its execution over the period mentioned in para (i) above. Any history of awards against the tenderer or any partner of a joint

venture or failure to provide accurate information on the same may result in rejection of the tenderer).

- v. In accordance with the above, the bid shall include all related information required for individual partners in the joint venture.
- c. **Joint venture is restricted to 3 (three) number of partners.** One of the partners, who is responsible for performing a key function in contract management or is executing a major component of the proposed contract, shall be nominated as being in charge during the tendering periods and, in the event of a successful tender, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- d. All partners of the joint venture shall be legally liable, jointly, and severally, during the tendering process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 2.2(d) above. **To enable the above, each of the partners of the joint venture shall meet not less than 25% of the qualifying criteria specified for Average annual turnover and Line of credit / liquid assets. All members of the joint venture must have experience in execution of similar work.**
- e. A copy of the Joint Venture Agreement (JVA) entered into by the partners shall be submitted with the bid. Pursuant to Sub-Clauses 2.2(c) to 2.2(f) above, the JVA shall include among other things: the JV's objectives; the proposed management structure; the contribution of each partner to the joint venture operations; the commitment of the partners to joint and several liability for due performance; recourse/sanctions within the JV in the event of default or withdrawal of any partner; and arrangements for providing the required indemnities.

The lead partner shall enter into a Joint Venture agreement on a Rs. 200.00 stamp paper in the prescribed format which shall be concluded prior to Tender and enclosed to the Tender document. A JV Partner shall not enter in to multiple JVs with different tenderers for the same work.

- f. The qualification of a joint venture does not necessarily qualify any of its partners to tender individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture prior to the submission of tenders, any of the constituent firms may qualify if they meet all of the qualification requirements, subject to the return approval of the Employer. Individual members of a dissolved joint venture may participate as sub-contractor to qualified applicants, subject to the provisions mentioned below:
- i. "No firm can be a sub-contractor while submitting a tender individually or as a partner of a joint venture in the same tendering process. A firm, if acting in the capacity of sub-contractor in any tender, may participate in more than one tender, but only in that capacity. A tenderer who submits, or participates in, more than one tender will cause all the proposals in which the tender has participated, to be disqualified."
- ii. A firm shall submit only one tender in the same tendering process, either individually as a tenderer or as partner of Joint Venture.
- iii. The necessary certificates/documents in support of pre-qualification criteria fulfilled as stipulated shall be scanned and attached to the bid document. Scanned signature of the tenderer/authorized representatives of the tenderer shall be attached while uploading the tender document.
- iv. Any tenderer, who is otherwise technically qualified, withdraws from the tender process at any stage before a final decision is taken on the tender, the EMD of such tenderer shall be forfeited and the name of such tenderer shall be removed from the category list of contractors at least for a minimum period of one year in K-RIDE beside making such tenderer liable for being blacklisted.
- v. Tenders submitted by all tenderers in the process of tender evaluation will be opened even if the tenderer withdraws from the tender process by not submitting the original documents for verification or for any other reasons and the prices quoted by them will be looked into, to ascertain

if there is any collusion amongst the tenderers to determine the competitiveness of the L1 price quoted by other tenderers, as per the decision by the K-RIDE.

- i. Prior to awarding of the work, the Lowest (L-1) tenderer should produce the original documents in support of the uploaded documents to enter in to the agreement. If the lowest tenderer (L-1) does not produce the original documents for entering into the agreement, then his tender can be treated as non-responsive tender as per clause 26(4) of the KTPP Rules. The name of the tenderers who do not produce the original documents shall be removed/debarred from the select list of K-RIDE enrollment and barred from participation in any of the tenders to be invited by K-RIDE apart from forfeiting the EMD paid.
- ii. The bidder, JV Partner shall not be under Corporate Debt Restructuring (CDR)/ Strategic Debt Restructuring (SDR) or Bureau of Industrial & financial reconstruction (BIFR) in Five years to bid submission date. In this regard, the bidder shall submit along with bid, a certificate with a declaration that, the bidder is not under CDR/SDR or BIFR.
- iii. Further information about e-tendering can be had from Karnataka Public Procurement Portal <https://eproc.karnataka.gov.in>

3. QUALIFICATION OF THE TENDERER.

3.1 All the tenderers shall provide the requested information accurately and sufficient details in section 3: Qualification information. The Joint Venture shall have to be formed prior to the Bidding.

Pre-qualification will be based on tenderers meeting all the following minimum pass-fail criteria regarding their general and particular construction experience, financial position, personnel and equipment capabilities, and other relevant information as demonstrated by the tenderer's responses in the Information Forms attached to the Letter of Technical Bid. Additional requirements for joint ventures are given in para 2.2.

3.2 The following qualification criteria should be met by the intending tenderers.

- a) Required average annual turnover (In all classes of civil engineering construction work only): The intending tenderer / firm / company / Joint Venture should have achieved a **MINIMUM AVERAGE ANNUAL CONSTRUCTION TURNOVER of ₹ 500 Crore in Five Financial Years from 2017-18 to 2021-22 (both inclusive).**

NOTE: The tenderers shall submit certificates to this effect which may be **attested certificates** from the concerned **Departments/Client or Audited balance sheet** duly certified by the statutory Auditor / certificate from Chartered Accountant duly supported by audited balance sheet. The Turnover certificate duly certified by statutory Auditor should be uploaded. Financial turnover of previous years will be given a weightage of 10% per year or part thereof up to the month previous to the Bid submission month as indicated in qualification information (Tender Forms) Form FIN-2 based on the rupee value to bring them to **FY: 2022-23 price level.**

- b) I) The tenderer / Firm / Company / JV should have satisfactorily completed at least one similar work of "Execution of Elevated Viaduct / bridge/ Elevated Road bridge (excluding earthen approaches) having sub-structure with pile / well / open foundations and RCC piers and superstructure with prestressed concrete/ Steel Composite/ superstructure with Pre-cast RCC girders for Metro Railway / Railway / High Speed Railway/ Regional Railway/ Light Railway/ Highway" of value not less than ₹ 400 Crore at FY: 2022-23 price level in the five financial years (from FY 2017-18 to FY 2021-22 - both inclusive) and till the last day of the month previous to the month of bid submission.

AND

II) The tenderer/Firm/Company/JV should have satisfactorily completed at least one similar work of "Execution of Earthwork in embankment & cutting/ Major bridges/ Minor bridges/ RUB /ROB /Retaining wall / drains for Metro Railway/ Railway/ High Speed Railway /Regional Railway/ Light Railway/ Highway" of value not less than ₹ 250 Crore at FY: 2022-23 price level in the five financial years (from FY 2017-18 to FY 2021-22 - both inclusive) and till the last day of the month previous to the month of bid submission.

NOTE:

1. The criteria above apply to the Individual tenderer/Firm/company/Joint venture also. Certificate regarding the same duly signed by an officer not below the rank of the Executive Engineer shall be submitted along with the Technical Bid. (The certificate from Project Manager of Client/Concessionaire OR Independent Engineer (Project Management Consultant of Client/Concessionaire) duly validated by the Employer/SPV/Corporation can also be considered).
 2. **Similar Work** is defined as below:
 For para 3.2 b I) Execution of Elevated Viaduct / Bridge / Flyover (excluding earthen approaches) having sub-structure with pile/well/ open foundations and RCC piers and superstructure with prestressed concrete/ Steel Composite/ superstructure with Pre-cast RCC girders for Metro Railway/ Railway/ High Speed Railway /Regional Railway/ Light Railway/ Highway.
 For para 3.2 b II) Execution of Earthwork in embankment & cutting, Major bridges/ Minor bridges/ RUBs / ROBs / Retaining walls / drains for Metro Railway/ Railway/ High Speed Railway /Regional Railway/ Light Railway/ Highway.
 3. The contract is considered as satisfactorily 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 and the contract amount so received should be equal to or more than the minimum value as per eligibility criteria 3.2 (b). The certificate from Project Manager of Client/Concessionaire OR Independent Engineer (Project Management Consultant of Client/Concessionaire) duly validated by the Employer/SPV/Corporation shall also be considered.
 4. For completed works, the value of work done shall be updated to current FY 2022-23 price level assuming 10% inflation for Indian rupees every year or part thereof up to the month previous to the Bid submission month. The value of work done shall be inclusive of taxes, GST, duties and Price Variations. Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: Bids will be compared in Indian Rupees only. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. For conversion of foreign currency to Indian Rupee exchange rates published by Financial Benchmarks India Private limited (www.fbil.org.in) 28 (twenty-eight) days before the date of bid submittal will be considered. In case the particular day happens to be a holiday the exchange rate published on the next working day will be considered. In case of works in foreign currency the effect of inflation is considered as included, as the exchange rate prevailing 28 (twenty-eight) days before tender submission is being considered for conversion to Indian Rupees.
 5. In case of JV/Consortium, full value of the work, if done by the same JV shall be considered. However, if qualifying work (s) done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.
- c) **The intending tenderer / firm / company / Joint Venture should have executed all the components (mentioned below) in any continuous 24 Months in the five financial years (FY 2017-18 to FY 2021-22) and till the last day of the month previous to the month of bid submission:**

Component No.	Nature of Work	Minimum Component of work
1	The launching activity of Prestressed concrete superstructure of length of minimum 4.00 KM with Heavy duty crane and Launching Girder of Elevated Viaduct / flyover / bridge for Metro Railway/ Railway/ High Speed Railway /Regional Railway/ Light Railway/ Highway Project having pile foundation in single/two contracts	4.00 Km

2	Completion of bridge/ viaduct involving launching of steel/ PSC girder for at least one span of 40 m or more for a Metro Railway/ Railway/ Regional Railway/ Light Railway/ Road over the Railway running track in single contract	1 No.
3	Completed construction of earthwork in cutting and embankment for railway track Doubling (This can be met through Nominated subcontractor who has experience in this type of work.) in single/multiple contracts	6,00,000 Cum
4	Completed construction of Blanketing work with pugmill for railway track Doubling (This can be met through Nominated subcontractor who has experience in this type of work.) in single/multiple contracts	1,25,000 Cum
5	Completed Cement concrete work for RCC and/or PSC for Metro Railway/ Railway/ Regional Railway/ Light Railway/High Speed Railway/Highway in single/multiple contracts	1,50,000 Cum

- d) The intending tenderer / firm/ company / Joint Venture should have completed the following within five financial years (from FY 2017-18 to FY 2021-22 - both inclusive) and till the last day of the month previous to the month of bid submission.

Detailed Design: Should have Completed the Detailed Design of Elevated Metro viaduct/Railway Viaduct/High Speed Railway viaduct for at least 5 Km for both sub-structure and super-structure for components such as Pile, pile cap, Open foundations, RCC piers, pre/post-Tensioning concrete segmental work, I-Girders, U-Girders, steel composite girders etc. (This can be met through Nominated subcontractor who has experience in this type of work.)

The client certificates along with work orders are mandatory for establishing the detailed design consultancy experience of the consultant. In case any of the required documents are not submitted in the required form, the work experience will not be considered as a qualifying work experience.

NOTES:

1. The criteria above apply to the Individual tenderer/Firm/ company / Joint Venture also. Certificate regarding the same duly signed by an officer not below the rank of the Executive Engineer should be submitted along with the technical Tender. The certificate from Project Manager of Client/Concessionaire OR Independent Engineer (Project Management Consultant of Client/Concessionaire) duly validated by the Employer/SPV/Corporation shall also be considered.
2. The qualifications, capacity, and resources of proposed subcontractors will not be taken into account in assessing those of individual or joint venture applicants, unless they are named specialist subcontractors.
3. For para 3.2 (c) 2, 3 and 3.2 (d): The prior consent of the Employer shall be obtained for replacement of nominated Subcontractors if any and for which the same qualification criteria as indicated in paras above are required.

3.3 Each tenderer should further demonstrate the following:

- 3.3 a) KEY PLANT AND EQUIPMENT:** Availability by owning at least 50% of the required following key and critical equipment's for this work and the remaining 50% can be deployed on lease/hire for all works provided, the relevant documents (Commitment agreements etc.,) for availability for this work are to be furnished:

The intending tenderer/firm/company/Joint venture should furnish details of ownership / lease certificates of the following minimum requirement of machineries:

PLANT AND EQUIPMENT

(I) KEY AND CRITICAL EQUIPMENTS

Refer Appendix-05 of Employer's Requirement Part -1

(II) **Other Plant and equipment to be deployed the tenderer has to furnish the details of Own basis or Lease/Hire basis for the following equipment**

Refer Appendix-05 of Employer's Requirement Part -1

Notes:

- a. The above equipment is the minimum requirement and the contractor shall mobilize additional resources as and when required, based on the work requirements without any additional cost to the Employer.
 - b. The materials, equipment and services to be supplied under the Contract shall be from the approved sources as specified in Section 8A: Works Requirements and Price Schedule Section-9.
 - c. The contractor will be penalized as deemed fit by the Employer, in case of any shortage.
- 3.3 b) LIQUID ASSETS: The tenderer/firm/company/Joint Venture should furnish details of liquid assets and or availability of credit facilities of ₹ 100 Crore for the work mentioned above for meeting the required funds in the form of own funds/credit lines/certificate from scheduled Nationalized Bank. The tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, startup, or other delays in payment, of the minimum estimated amount stated above, net of the applicant's commitments for other contracts.**

The Bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow. The audited balance sheet and/or banking reference certified by Chartered Accountant with their stamp, signature and membership number shall be submitted by the tenderer along with the Tender.

Banking reference should contain in clear terms the amount that bank will be in position to lend for this work to the applicant/member of the joint venture/Consortium. In case the Net Current Assets (as seen from the balance sheet) are negative, only the banking references will be considered. Otherwise, the aggregate of Net Current Assets and submitted banking references will be considered for working out the Liquidity.

The banking reference should be, from a scheduled Bank in India it should not be more than three months old as on date of submission of Bids.

In case of JV firm's overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV as specified in JV matrix.

- 3.3 c) LIST OF MINIMUM KEY TECHNICAL PERSONNEL: List of Minimum Key Technical personnel required for the work are as under and should be enrolled in company/ firm/Joint Venture under Employment register and document should be uploaded. The Contractor shall have a competent team of Managers, Engineers, Technical staff etc. so as to complete the work satisfactorily as per various requirements of the contract. The Key Positions not limited to (and in addition to other manpower requirement as given in the Tender document) and corresponding qualification and experience are as under:**

Refer Appendix-04 of Employer's Requirement Part -1

Notes:

- 1) The CVs to be given for Serial No. 1 to 10 as per Form-6 of section-3 and for Serial No. 1 to 20 the details of required Personnel's/Staff to be given as per Form-5 of section-3 (Qualification information / Bidding Forms).
 - 2) The above equipment is the minimum, and the contractor shall mobilize additional resources as and when required based on the work requirement with our any additional cost to the Employer.
- 3.4 **To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.**
- 3.5 **Sub-contractors' experience and resources will not be taken into account in determining the tenderer's compliance with the Qualifying Criteria.**
- 3.6 **BID CAPACITY: tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than ₹ 600 Crore. The available tender capacity will be calculated as under:**

Assessed available tender capacity = (A*N*1.5 - B) Where,

A = Maximum value of civil engineering works executed in any one year during the five financial years ending 31.03.2022 and the financial year 2022-23 (till the last day of the month previous to the month of bid submission) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value at current price level (updated up to the month previous to the Bid submission month) of existing commitments and on-going works to be completed during the next two and half years (*period of completion of the works for which Tenders are invited*).

Note: Updation of Price Level shall be done at 10% per year

The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.7 NETWORTH:

The Bidder's net worth for the last Financial Year calculated as the difference between **total** assets and **total** liabilities **should be Positive**.

The Bidder's net worth for the last Financial Year calculated as the difference between **current** assets and **current** liabilities **should be Positive**.

- 3.8 **Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:**
- a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
 - c) participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

3.9 ELIGIBILITY CRITERIA TABLE/MATRIX:

Requirement	Single Entity	Joint Venture			Submission Requirements
		Lead Partner	Other Partners	All partners combined	
Clause: 3.2.(a)	Must meet 100% of the requirement	Must meet 50% of the requirement	Must meet 25% of the requirement	Must meet 100% of the requirement	Form FIN-2
Clause: 3.2 (b) (I)	Must meet 100% of the requirement	Must meet 50% of the requirement	Must meet 25% of the requirement	Must meet 100% of the requirement	Form at para 1.3/Section:3
Clause: 3.2 (b) (II)	Must meet 100% of the requirement	All Partners Combined Must Meet 100% requirement			Form at para 1.3/Section:3
Clause: 3.2 (c) 1	Must meet 100% of the requirement	All Partners Combined Must Meet 100% of the requirement			Form at para 1.4/Section:3
Clause: 3.2 (c) 2	Must meet 100% of the requirement	Must Meet 100% of the requirement by any JV partner			Form at para 1.4/Section:3
Clause: 3.2(c) 3	May meet the requirement through self or through Nominated sub-contractor	All Partners Combined may meet the requirement through them or through Nominated sub-contractor			Form at para 1.4/Section:3
Clause: 3.2(c) 4	May meet the requirement through self or through Nominated sub-contractor	All Partners Combined may meet the requirement through them or through Nominated sub-contractor			Form at para 1.4/Section:3
Clause: 3.2(c) 5	Must meet 100% of the requirement	All Partners Combined Must Meet 100% requirement			Form at para 1.4/Section:3
Clause: 3.2(d)	Must meet the requirement. Or through Nominated sub-contractor.	May meet 100% of the requirement by any JV partner or through Nominated sub-contractor			Form at para 1.4/Section:3
Clause: 3.3 (I)	Must meet the requirement	All Partners Combined Must Meet 100% requirement.			Form at para 1.6 /Section:3
Clause: 3.3 (II)	Must meet the requirement	All Partners Combined Must Meet 100% requirement			Form at para 1.6/Section:3

Requirement	Single Entity	Joint Venture			Submission Requirements
		Lead Partner	Other Partners	All partners combined	
Clause: 3.3(b)	Must meet the requirement	Must meet 50% of the requirement	Must meet 25% of the requirement	Must meet 100% of the requirement	Form at para 1.10 / section:3
Clause: 3.3(c)	Must meet the requirement	All Partners Combined Must Meet 100% requirement			Form No.5 & 6 of Section 3
Clause: 3.6	Must meet the requirement	All Partners Combined Must Meet 100% of requirement			Form at para 1.5 / Section:3 and Form FIN-3 / section:3
Clause: 3.7	Must meet the requirement	Must meet the requirement	Must meet the requirement	Must meet the requirement	Form FIN-1/ Section:3

3.10 The applicant must attach with their application, a note giving a general description on the approach to the construction methods, technologies, quality assurance schemes proposed, deployment schedule of equipment proposed to be used, etc., for ensuring completion of the work as per specifications within the desired time-frame.

4. ONE TENDER PER TENDERER:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderer's participation to be disqualified.

5. COST OF TENDERING:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. SITE VISIT:

6.1 The tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the tenderer's own expense.

B -TENDER DOCUMENTS

7. CONTENT OF TENDER DOCUMENTS

7.1 The set of tender documents shall have all the Sections given in content page.

8. CLARIFICATION OF TENDER DOCUMENTS

8.1. A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex, E-Mail and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than the date mentioned in the e-procurement portal of Karnataka for queries. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source

8.2. Pre-Bid meeting:

8.2.1. The tenderer or his authorized representative is invited to attend a pre-bid meeting which will take place at the office of K-RIDE Bengaluru.

Venue:

#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road,
Opposite Orion Mall, Rajajinagar 1st Block,
Bengaluru-560010 Tel +91-6364890801.

Date: **09/03/2023**, Time: IST **15:30 hrs**.

Prospective bidders shall keep checking the website kride.in for any change in the above date/time.

- 8.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2.3. The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than the date and time mentioned in Section 1.
- 8.2.4. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-bid meeting will be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.
- 8.2.5. Attending Pre-Bid meeting is not mandatory for the tenderers. Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of any tenderer.

9. AMENDMENT OF TENDER DOCUMENTS

- 9.1 Before the deadline for submission of Tenders, the Employer may modify the tender documents by issuing addendum
- 9.2 Any corrigendum / addendum issued shall be part of the tender documents and shall be made available on the website or e-portal. The Provisions in corrigenda / addenda shall take priority over the Tender Documents issued previously.
- 9.3 DELETED

C. PREPARATION OF TENDERS**10. DOCUMENTS COMPRISING THE TENDER**

- 10.1 The Tender submitted by the tenderer shall be in two covers (documents) and shall contain the documents as follows:
- 10.1.1 **First Cover (Document):**
- Earnest Money Deposit;
 - Qualification Information as per formats given in Section 3;
- 10.1.2 **Second Cover (Document):**
- The Tender (in the format indicated in Section: 4) (as per Karnataka Public Procurement Portal)
 - Priced Schedule (Section 9); online through Karnataka Public Procurement Portal, no hardcopy of commercials should be attached or disclosed. (As per Karnataka Public Procurement Portal)
- And any other materials required to be completing and submitting by tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception. (As per Karnataka Public Procurement Portal).

10.2 DELETED**11. TENDER PRICES**

- 11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the Price Schedule submitted by the tenderer.

- 11.2** The tenderer shall fill the total amount (both in figures and words) for each schedule of the Works described in the Price Schedule along with total tender price (both in figures and words). Schedules for which no amount or lumpsum price is entered by the tenderer will not be paid by the Employer when executed and shall be deemed to be covered in the Priced schedule. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 11.3** All duties, taxes (including prevailing rate of GST) and other levies payable by the contractor under the contract, or for any other cause, shall be included in the Price schedule, prices and total Tender Price submitted by the tenderer.
- 11.4** The amount quoted by the tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

12. TENDER VALIDITY

- 12.1** Tenders shall remain valid for a period not less than **180 (one hundred and eighty) days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period will be rejected by the Employer as non-responsive.
- 12.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit till the period of the extension, and in compliance with Clause 13 in all respects.

13. EARNEST MONEY DEPOSIT (TENDER/BID SECURITY)

- 13.1** Earnest Money Deposit/Tender security (as per Karnataka Public Procurement Portal). The tenderer shall furnish, as part of his tender, earnest money deposit as mentioned in Table of IFT for this particular work. This earnest money deposit shall be in favour of Rail Infrastructure Development Company (Karnataka) Limited Payable at Bengaluru and may be in the form of Banker's cheque/ Demand draft/Pay Order or Specified small saving instruments pledged to K-RIDE, Bengaluru/ unconditional Bank guarantee, in favour of Rail Infrastructure Development Company (Karnataka) Limited Payable at Bengaluru.
- 13.2** Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.
- 13.3** Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.
- 13.4** The earnest money deposit of unsuccessful tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.
- 13.5** The earnest money deposit of the successful tenderer will be discharged when the tenderer has signed the Agreement and furnished the required Performance Security.
- 13.6** The earnest money deposit may be forfeited:
- (A) If the tenderer withdraws the Tender after tender opening during the period of tender validity;
 - (B) If the tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
 - (C) In the case of a successful tenderer, if the tenderer fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security.

14. FORMAT AND SIGNING OF TENDER

The tenderer shall submit the Tender electronically before the submission date and time published in Karnataka Public Procurement Portal. The tenderer must submit Technical and Financial Tender as described in ITT.

All pages of the tender where entries or amendments have been made shall be initialed by the person signing the

tender. The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the tenderer, in which case such corrections shall be initiated by the person signing the Tender.

Language of Tender	The language of the Tender: English
Technical Tender	Alternative technical solutions are not permitted.
Technical Tender Documents	All the Forms of Section 3: Qualification Information/Bidding Forms.
Alternative Bids/Tenders	Alternative Bids are not permitted.
Currencies of Tender and Payment	The amount (Lumpsum Price) shall be quoted by the tenderer entirely in Indian Rupees (INR) only. The rates quoted by the bidder in schedule through Karnataka e-procurement portal will only be considered for Evaluation and comparison purposes, the currencies of the Tender shall be converted in to Indian Rupees.
Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the Person signing the Tender	The written confirmation of authorization to sign on behalf of the tenderer shall consist of: a) In case of Private/Public Companies, a POA from the Director 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 shall also be submitted. b) In case of proprietorship tenderers, Power of Attorney by the Proprietors. c) In case of partnership tenderers, Power of Attorney duly signed by all the partners. d) In case of Limited Liability Partnership (LLP), a POA from the Director 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 shall also be submitted. 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.

The Bid shall be digitally signed by using class-III digital signature of a person who is dully 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 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 the person signing the bid.

- i. If the Tender is submitted by proprietary firm, it shall be signed by the proprietor above his full name, full name of his firm with his current address.
- ii. If the Tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the Tender; Alternatively, it shall be signed by all the partners.
- iii. If the Tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the Tender.
- iv. If a Tender is submitted by a Joint venture/Consortium, each firm in the Joint venture/Consortium shall furnish the evidence admissible in law / Power of Attorney to sign the Form of Tender and Lead member as stated in JV Agreement shall sign the Tender documents for submission of Tender.
- v. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. SUBMISSION OF TENDERS

15. SEALING AND MARKING OF TENDERS

The tenderer shall submit the Tender electronically before the submission date and time published.

16. DEADLINE FOR SUBMISSION OF THE TENDERS

- 16.1** Tenders must be submitted online through Karnataka Public Procurement Portal to the Employer on or before the date as specified in the Karnataka Public Procurement Portal and the submission of tender is the responsibility of the tenderer.
- 16.2** The Employer may extend the deadline for submission of tenders by issuing an amendment, if necessary in the opinion of Employer, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

17. LATE TENDERS

- 17.1** In online e-procurement system, the tenderer shall not be able to submit the Tender after the Tender submission time and date as the icon for the task in the Karnataka Public Procurement Portal will not be available. Any Tender received by the Employer after the deadline prescribed in Clause 16 will be rejected.
- 17.2** "It shall be the responsibility of the tenderers to ensure that their tender is submitted in the Karnataka public procurement portal within the last date and time specified for the receipt of the tenders

18. MODIFICATION AND WITHDRAWAL OF TENDERS

- 18.1** tenderer may modify and correct or upload any relevant document in the portal till tender submission date and time, as published in the Karnataka Public Procurement Portal.
- 18.2** No Tender may be modified after the deadline for submission of Tenders.
- 18.3** Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.
- 18.4** DELETED

E. TENDER OPENING AND EVALUATION

19. OPENING OF FIRST COVER (Document): Opening of First Cover (Document) of all Tenders and evaluation to determine qualified tenderers:

- 19.1** The Employer will open the First Covers (Document) of all the Tenders received (except those received late or withdrawn), including modifications for First Cover (Document) made pursuant to Clause 18, in the presence of the tenderers or their representatives who choose to attend as per Karnataka Public Procurement Portal on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 19.2** DELETED
- 19.3** The name of the tenderer, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.
- 19.4** The Employer will prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.
- 19.5** DELETED
- 19.6** The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2 is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified tenderers after deliberations by a committee constituted for this purpose.

20. OPENING OF SECOND COVER (DOCUMENT) OF QUALIFIED TENDERERS AND EVALUATION:

- 20.1** The Employer will inform all the Qualified tenderers the time, date and venue fixed for the opening of the Second Cover (Document) containing the priced Tenders published in Karnataka Public Procurement Portal. The Employer will open the Second Covers (Document) of Qualified tenderers at the appointed time and date in the presence of the tenderers or their representatives who choose to attend. In the event of the

specified date of financial Tender opening being declared a holiday for the Employer, the Second Covers (Document) will be opened at the appointed time and location on the next working day.

20.2 DELETED

20.3 The names of tenderers, the Tender prices, the total amount of each Tender, any discounts/rebate, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer will prepare minutes of the Second Cover (Document) Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. PROCESS TO BE CONFIDENTIAL

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. CLARIFICATION OF TENDERS

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any tenderer for clarification of his Tender, including breakdowns of Lumpsum Price. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 No tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded.

If they have any query/clarification related to e-Procurement on the Karnataka Public Procurement Portal, contact e-Procurement Help desk from 10:30 AM to 5:00 PM on any working day. Ph. No.: +91-8046010000/ 8068948777 or support@eprochelpdesk.com Karnataka Public Procurement Portal through query option on or before specified time.

22.3 Any effort by the tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

23. EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each tender; (a) has been properly signed; and (b) is substantially responsive to the requirements of the Tender documents.

23.2 A Substantially Responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting Substantially Responsive Tenders.

23.3 If a tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. CORRECTION OF ERRORS

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

a) where there is a discrepancy between the amount in figures and in words, the lower of the two will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the tenderer, shall be considered as binding upon

the tenderer. If the tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. EVALUATION AND COMPARISON OF TENDERS

- 25.1** The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.
- 25.2** In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
- (a) Making any correction for errors pursuant to Clause 24; and
 - (b) Deleted.
- 25.3** The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 25.4** The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation
- 25.5** If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of Priced Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the contract.

F. AWARD OF CONTRACT

26. AWARD CRITERIA

- 26.1** Subject to Clause 27, the Employer will award the Contract to the tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and qualified in accordance with the provisions of Clause 3.

27. EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

- 27.1** Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Employer's action.

28. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 28.1** The tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2** The notification of award will constitute the formation of the Contract, subject only to the furnishing of Performance Security in accordance with the provisions of Clause 29. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 28.3** The Agreement will incorporate all agreements between the Employer and the successful tenderer. It will be kept ready for signature of the successful tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their Tenders have been unsuccessful.

29. PERFORMANCE SECURITY

29.1 Within 28 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 **10% of the Contract price plus additional security for unbalanced tenders (additional security at 50% of the estimated cost of the unbalanced component)** in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.

- a) E-Bank Guarantee/Demand draft/Pay Order/ BG in favour of K-RIDE, Bangalore or
- b) A bank guarantee in the form given in Section 10.

29.2 If the Performance Security deposit is provided by the successful tenderer in the form of Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

29.3 The Performance Security deposit if furnished in the form of E-Bank guarantee, demand draft if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful tenderer to comply with the requirements of sub-clause 29.1 and clause 29 of additional ITT, shall constitute sufficient grounds for cancellation of the tender award and forfeiture of the Earnest Money Deposit.

30. ADVANCE PAYMENT AND SECURITY:

30.1 The Employer will provide an advance payment on the contract price as stipulated in the condition of contract subject to the maximum as stated in the contract data.

31. CORRUPT OR FRAUDULENT PRACTICES

31.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution;

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity, and includes collusive practice among the tenderers either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Procurement Entity of the benefits of free and open competition;". The debarment action shall be taken as per KTPP Act.

31.2 K-RIDE requires that the tenderers/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, K-RIDE:

- a) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a K-RIDE contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a K-RIDE contract.

31.3 Furthermore, tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

32. PURCHASE PREFERENCE TO MAKE IN INDIA:

The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 shall be applicable to the tendering process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%. For award of contract, para 3.c. of the revised 'Public Procurement (Preference to Make in India) Order 2017' shall be applicable in addition to the other provisions in the tendering documents in this regard.

33. APPEAL:

The tenderer shall submit online appeal within 30 days period from the date of receipt of order to the Employer through the Karnataka Public Procurement Portal. The Employer may after giving opportunity to the parties pass such order as it deems fit and such order shall be final.

**ADDITIONAL INSTRUCTIONS TO TENDERERS
(THIS SHOULD BE READ IN CONTINUATION OF ITT)**

ITT Clause Ref.	Description
2.3	<p>The following paras are added:</p> <p>Wherever the word JV is mentioned, it should be read as JV/Consortium.</p> <p>For any purpose herein, 'Joint Venture' means an ad hoc association of firms that pool their resources and skills to undertake a large or complex contract in the role of "Contractor," with all firms (partners in the JV) being legally liable, jointly and severally, for the execution of the Contract in the event of a partner's withdrawal.</p> <p>A tenderer may be a natural person, private entity, government-owned entity, or any combination of them with a format intent to enter into an agreement or under an existing agreement in the form of a Joint venture or consortium. The tenderer must ensure the following</p> <p>(a) In case of Single Entity:</p> <p style="padding-left: 20px;">(i) Submit Power of Attorney authorizing the signatory of the Tender to commit the tenderer.</p> <p>(b) In case of Joint Venture/ Consortium:</p> <p style="padding-left: 20px;">(i) The number of partners in the JV/ Consortium shall not be more than three.</p> <p style="padding-left: 20px;">(ii) At the time of bidding, the tenderer (JV) to submit the JV Agreement, as per the form given in Section 3: Qualification and Information/Bidding Forms. On issue of LOA, the JV/Consortium Agreement should be registered and shall be submitted along with the performance security.</p> <p style="padding-left: 20px;">(iii) The JV/ Consortium shall nominate a Representative through Power of Attorney (Form given in Section 3) who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV/ Consortium during the Tendering process and, in the event the JV/ Consortium is awarded the Contract, during contract execution.</p> <p style="padding-left: 20px;">(iv) Submit Power of Attorney by individual partners to lead partners as per the form given in Section 3.</p> <p style="padding-left: 20px;">(v) In case a Joint Venture/ Consortium is the successful tenderer, the appropriate Joint Venture/ Consortium Agreement for execution of work should be entered by the Joint Venture/ Consortium partners. The duly signed Joint Venture/ Consortium Agreement should be submitted along with the tender submission.</p> <p style="padding-left: 20px;">(vi) The lead member as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the Joint venture/Consortium and the entire execution of the contract.</p> <p style="padding-left: 20px;">(vii) All members of the Joint venture/Consortium shall be Jointly and severally responsible for the execution of the Contract.</p> <p style="padding-left: 20px;">(viii) Change in constitution or percentage participation of JV/Consortium shall not be permitted at any stage after submission of Tenders</p> <p>(c) Only firms that are registered or incorporated in India are eligible to compete. Any tenderer from a country which shares a land with India will be eligible to Tender in this tender only if the tenderer is registered with the Competent Authority.</p>

	<p>(d) "Tenderer from a country which shares a land border with India" for the purpose of this Order means: -</p> <ol style="list-style-type: none"> 1. An entity incorporated, established, or registered in such a country; or 2. A subsidiary of an entity incorporated, established, or registered in such a country; or 3. An entity substantially controlled through entities incorporated, established, or registered in such a country; or 4. An entity whose beneficial owner is situated in such a country; or 5. An Indian (or other) agent of such an entity; or 6. A natural person who is a citizen of such a country; or, 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above <p>(e) The beneficial owner for the purpose of above clause will be as under:</p> <ol style="list-style-type: none"> (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. <p>Explanation-</p> <ol style="list-style-type: none"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue their shareholding or management rights or shareholders agreements or voting agreements; (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals; (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
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<p>2.4</p>	<p>The tenderer shall submit a Certificate stating that they have read the above clause using the appropriate Performa given in Section 3 - Form 3C1 & 3C2.</p> <p>Tenderers having a conflict of interest will be disqualified. The conflict of interest is detailed below.</p> <p>A tenderer or any of its constituents shall not have conflict of interest. All tenderers found to have a conflict of interest shall be disqualified. A tenderer may be considered to be in a conflict of interest with one or more parties in this Tendering process, if, including but not limited to:</p> <ul style="list-style-type: none"> (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 Tender; 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 information about or influence on the Tender of another tenderer, or (e) any firm, either individually or in Joint Venture (JV)/ Consortium, submits more than one offer irrespective of whether the firm is quoting against this Tender. The Tenders submitted by two different tenderers, having any common participant in JV/ Consortium formation or any common partner in partnership firms, or an individual will be treated as having conflict of interest or (f) a tenderer who is Sub-contractor to another tenderer will be treated as having conflict of interest. However, this does not limit the inclusion of the same sub-contractor in more than one Tender. (g) a tenderer participated as a consultant in the preparation of the design or specifications of the contract that is the subject of the Tender; or (h) A tenderer was affiliated for any period(s) during last two years before the date of issue of Invitation for Tenders with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.
<p>2.5</p>	<p>The tenderer will be disqualified if,</p> <ul style="list-style-type: none"> (a) The tenderer or any of its constituents has been blacklisted/ banned from business dealings with all Government Departments by the Government of Karnataka or by Ministry of Railways or by K-RIDE at any time till finalization of Tenders, except in cases where such blacklisting/ banning has been withdrawn by Competent Authority or has ceased or expired on the deadline for submission of the Tenders, for which satisfactory evidence is to be produced. (b) Any previous contract of the tenderer or any of its constituents had been fully terminated or part terminated for its failure as a JV/ Consortium partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd.(K-RIDE) at any time starting from 3 years before the deadline for submission of Tenders and up to one day before the date of opening of price Tenders; <p>Provided, however, there is no stay order or declaration by any Court against such termination of the contract by Rail Infrastructure Development Company (Karnataka) Ltd. or such termination of the contract has not been revoked by Rail Infrastructure Development Company (Karnataka) Ltd or competent authority of K-RIDE has not passed an order of non-applicability of disqualification of the tenderer or any of its constituents despite such termination.</p> <ul style="list-style-type: none"> (c) The tenderer or any of its constituents has been imposed delay damages of 5% or more of contract value by K-RIDE due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of Tenders (Period of 2 years shall be reckoned from the date on which the total accrued amount of Delay Damages has reached 5% or more of the contract price) or such accrued delay damages has not been fully recovered before the deadline for submission of Tenders on account of contractor's request for deferring recovery to maintain cash flow and K-RIDE has acceded to the same in the interest of the project or the work under the previous contract in question has not been completed before the deadline for submission

	<p>of Tenders, unless imposition of such delay damages has been set aside by the Competent Authority.</p> <p>(d) The tenderer or any of its constituents:</p> <p>(i) has suffered bankruptcy/insolvency or</p> <p>(ii) has any ongoing case of insolvency before the NCLT/ any applicable Court where Interim Resolution Professional (IRP) has been appointed or is at any later stage of the insolvency process, as on the deadline of submission of Tenders or thereafter till finalization of Tenders.</p> <p>(e) The tenderer is found ineligible by the Employer, in accordance with ITB-3.</p> <p>(f) The tenderer or its constituent(s) has been declared by K-RIDE to be a poor performer and the period of poor performance is still in force on the deadline for submission of Tenders.</p> <p style="text-align: center;">OR</p> <p>The tenderer or its constituent(s) has been declared by K-RIDE to be a poor performer at any time after the deadline for submission of Tenders and upto one day before the date of opening of price Tenders.</p> <p>(g) The tenderer or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned from business dealings or suspended from business dealings or having been declared poor performer.</p> <p>The tenderer shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the Form PS3 given in Section-3: Qualification and Information/Bidding Forms. Non-submission of an affidavit by the tenderer shall result in summary rejection of his Tender.</p> <p>Tenderers shall immediately inform the Employer in case they cease to fulfil eligibility in terms of ITT clause 2 above. In case the tenderer fails to inform the Employer or submits a false affidavit, his Tender shall be summarily rejected and Tender security shall be forfeited. The tenderer shall also be liable for Banning of Business dealings for a period up to five years.</p>
2.6	<p>PARTNERS IN CASE OF JV/CONSORTIUM</p> <p>(i) Lead partner must have a minimum of 50% participation in the JV/Consortium.</p> <p>(ii) Partners having 25% or more percentage participation shall be termed as substantial partner/other Partners.</p> <p>(iii) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after the bid submission.</p> <p>The bidder, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each partner in the JV agreement submitted as per Form JV/4 of Section-3, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Client) from the one given in JV agreement at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' as the case may be and acted accordingly. All Members of the JV/ Consortium must have experience in execution of similar work.</p>
3.3(a)	<p>The following para is added:</p> <p>Materials, Equipment and Services</p> <p>The materials, equipment and services to be supplied under the Contract shall be from the approved sources as specified in Section 8A: Works Requirements and Price Schedule Section-9.</p>

7.3	<p>The following para is added:</p> <p>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 Invitation for Bids.</p> <p>The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all the information or documentation required by the Bidding Document may result in the rejection of the bid.</p>
8.1.1	<p>Additional Para</p> <p>The Employer shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.</p> <p>The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Employer shall be deemed to be a part of the Bidding Documents. Verbal clarifications and information given by the Employer, or its employees or representatives shall not in any way or manner be binding on the Employer.</p>
8.3	<p>The following para is added:</p> <p>The Pre-Bid meeting may also be attended through video conferencing (VC). Those tenderers who wish to join the meeting through Video Conferencing shall send a request email on the email id (i.e., gm@kride.in) till 3 working days before the scheduled date of pre-bid meeting up to 15:00 hours IST. A link for Video Conferencing will be sent by K-RIDE to such tenderers only. Any request for VC received after the given date and time for sending the link for VC will not be entertained.</p> <p>Please note that the request received from the tenderers (With details of the Company, its address, and the name and designation of the person attending the VC) will only be entertained. They shall also mention the email id through which VC is desired to be joined. K-RIDE may allow a maximum of two email IDs for one company to participate in the VC. Only one person will be allowed through one Email ID. The tenderers can join the VC through the link provided to them on Email ID.</p> <p>During the pre-bid meeting, the prospective tenderers may clarify/explain their queries submitted by them earlier (before the time limit as mentioned in Section 1). The clarifications/answers may not be given in the pre-bid meeting itself. The responses of K-RIDE will be intimated to the tenderers (who sought the clarification) in due course, depending upon the merits of the query. K-RIDE reserves the right not to respond to any question/query or to provide any clarification, in its sole discretion, without assigning any reason thereof.</p>
10.0	<p>Document comprising Technical and Financial Bid:</p> <p>The following para to be read as:</p> <p>The Bidders shall submit the Technical BID & Financial Bid online through e-procurement portal (https://eproc.karnataka.gov.in), only comprising of the following documents along with supporting documents as appropriate.</p>
10.3	<p>The following para is added:</p> <p>Documents Comprising the Tender</p> <ol style="list-style-type: none"> i. The Tender shall comprise of Tender Security/Tender Security Declaration, Technical Tender and Price Tender. The tenderer shall submit the Tender through Karnataka Public Procurement Portal. ii. On the stipulated date of opening of Tenders, initially, only the Technical Tenders are opened through Karnataka Public Procurement Portal. The Technical Tenders shall be evaluated by the

	<p>Employer in accordance with the stipulated Qualification and Evaluation criteria. No amendments or changes to the tenders would be permitted after the opening of the tenders.</p> <p>iii. tenderers who are qualified in the technical evaluation their price Tender shall be opened at a date and time advised by the Employer(K-RIDE) through e-tendering portal. The Price Tenders are evaluated and the Contract is awarded to the tenderer whose Tender has been determined to be the lowest evaluated substantially responsive Tender.</p> <p>The Technical Tender shall contain the following:</p> <p>i. All the Forms of Section-3: Qualification Information/Bidding Forms including letter of technical Bid (LTB) shall be scanned and uploaded.</p> <p>ii. The tenderer shall furnish a commitment in Letter of Technical Bid (LTB) for deployment of equipment and personnel as stipulated in Section 8A: Employers Work's Requirement.</p> <p>iii. The tenderer shall furnish commitment in LTB for submitting construction method statement for all major activities of work and get this approved from the engineer prior to the commencement of work on that activity in case of award of contract.</p> <p>iv. The tenderer shall furnish a commitment in Letter of Technical Bid (LTB) for adhering to mobilisation and construction schedule as stipulated in Section 8A: Employers Work's Requirement.</p> <p>v. The tenderer should note that non-submission of the Letter of Technical Bid (LTB) by the tenderer will result in summary rejection of his/her Tender.</p> <p>vi. The tenderer shall submit the Approach and Methodology for performing the assignment by using appropriate Performa given in Section 3: Qualification Information/Bidding Forms.</p> <p>vii. Scanned copy of Tender Security/Tender Security Declaration form (Section 3), in accordance with ITT Clause 13;</p> <p>viii. Scanned copy of written confirmation authorizing the signatory of the Tender to commit the tenderer, any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.</p> <p>ix. Scanned copy of documentary evidence with establishing the tenderer's qualifications to perform the contract; To establish its qualifications to perform the Contract in accordance with Section 2: ITT the tenderer shall submit as part of its technical Tender the information requested in the corresponding information sheets included in Section 3: Qualification Information/Bidding Forms.</p> <p>x. Domestic tenderers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility.</p> <p>xi. Scanned copy of Approach and Methodology - Performa given in Section-3: Qualification Information/Bidding Forms</p> <p>xii. Scanned copy of Joint Venture Agreement entered into by all partners</p> <p>The Price Tender shall contain the following:</p> <p>i. Scanned copy of Letter of Price Bid</p> <p>ii. All documents mentioned in Section-3 shall be scanned and submitted.</p> <p>iii. Filled/completed schedules as required including Price Schedule in accordance with ITT Clauses should be submitted through Karnataka Public Procurement Portal only;</p> <p>iv. The tenderer shall submit through Karnataka Public Procurement Portal, separate Technical Proposal and Price Proposal, using the appropriate Submission Sheets furnished in Section-3: Qualification Information/Bidding Forms. These Forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
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	<p>v. The tenderer shall submit, as part of the Price Tender, the Schedules, including the Price Schedule through Karnataka Public Procurement Portal only.</p>
11.5	<p>Tender Prices and Discounts</p> <p>The following para to be read as:</p> <p>i. 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.</p> <p>ii. In the Price Schedule, the amount against each schedule are to be quoted. From this, price of such schedules has been worked out and indicated in the summary sheet in the Price Schedule. The tenderer shall quote lumpsum amount in figures and words as per format for such schedule in the summary sheets. (No rate and amount shall be quoted in technical bid.)</p> <p>iii. The tenderer shall fill in the amount against each schedule of the price schedule. Items against which no amount or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by the lumpsum amount quoted in the price schedule.</p> <p>iv. The price to be quoted in the letter of Price Tender, in accordance with ITT, shall be the total price of the Tender.</p> <p>v. The tenderer can modify his/her Tender and resubmit it any number of times through Karnataka Public Procurement Portal before the deadline for submission of Tenders. Any other correspondence in connection with the Tender is not permissible and shall not be considered in Tender evaluation.</p> <p>vi. Unless otherwise provided in the ITT and the Contract, the lumpsum amount quoted by the tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the indices and weightages for the price adjustment formulae shall be as specified in the Tables of Adjustment Data included in Contract Data.</p> <p>vii. All duties, taxes including GST, royalties, cess and other levies payable by the Contractor under the Contract, or for any other cause (including standard specifications), as of the date shall be included in the lumpsum amount of Price Schedule and the total Tender Price submitted by the tenderer.</p> <p>viii. GST shall be paid by the tenderer as applicable in accordance with the prevailing rules of Government of India.</p> <p>ix. tenderers 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 Sub-Clause 14/ITT (Currencies of Bid and Payment) of the Conditions of Contract. Any such adjustment shall be affected by comparing the percentages quoted in the Tender with the amounts already used in the Works and the Contractor's future needs for imported items.</p> <p>x. tenderer should note that non-submission of the Letter of Price Bid (LPB) by the tenderer shall result in summary rejection of his Tender.</p> <p>xi. Online alternative price tender corresponding to the alternative Technical Tender, If permissible, in accordance with ITT Clause 14;</p>

13.7	<p>The following para is added:</p> <p>In this tender, a tender security/ EMD of Rs. 1,00,00,000/- (Rupees One Crore only) shall have to be paid.</p> <p>In this tender, the tender security/ EMD as mentioned in Table of Section 1 of the contract through e-payment in the e-procurement portal using any of the following five options only:</p> <p>Online Modes</p> <ol style="list-style-type: none"> 1. Credit Card. 2. Debit Card. 3. Net Banking <p>Offline Modes</p> <ol style="list-style-type: none"> 4. National Electronic Fund Transfer (NEFT). 5. Over the Counter (OTC) – DD/ Banker’s cheque/ Unconditional Bank Guarantee/ Pay Order/ Specified small savings instruments pledged to K-RIDE. <p>Out of this 1,00,00,000/- (Rupees One Crore only), Rs. 10,00,000/- (Rupees Ten Lakhs only) shall have to be paid through ‘Online Modes’. This Rs. 10,00,000/- (Rupees Ten Lakhs only) shall be directly transferred to e-proc pooling account at the time of submission of bids.</p> <p>The balance amount of Rs. 90,00,000/- (Rupees Ninety Lakhs only) shall be paid through ‘Offline Modes’.</p> <p>For offline modes i.e. NEFT and OTC, the bidder has to complete the payment as per the user manual given in e-procurement portal and shall mention the bank transaction reference number in the e-proc portal to complete the bidding procedures.</p> <p>For further details, kindly Click on the link, https://eproc.karnataka.gov.in/eprocportal/pages/contractors.jsp and click on User Manuals & Refer e-payments.</p> <p>The EMD shall have to be valid for 45 days beyond the validity of the tender. The scanned copy of the BG should be uploaded to the tender in the e-procurement platform. The Original Bank Guarantee (if applicable) shall compulsorily be produced & submitted for verification after the bid submission closing time but before the opening of the technical bid date and time as specified in e-portal to General Manager / L, PC & C4 in K-RIDE office. The bidder shall note that the Original Bank Guarantee submitted through post/in person, if it does not reach before the opening of the technical bid date and time as specified in e-portal to the concerned GM in K-RIDE office, the bid will not be considered for technical evaluation. The bids of the contractors who have failed to produce and submit the original bank guarantee of earnest money deposit of tender before the opening of the technical bid date and time as specified in e-portal to the concerned GM, the bids will not be opened. Even if they are opened by default/manual/electronic error, the bids will not be considered for technical evaluation and the bids will be rejected. In case of non-reconciliation of tender earnest money deposit receipt of payment in Government of Karnataka central pooling account held at the ICICI Bank, the bid gets rejected.</p> <p>Bank Guarantee Format</p> <ol style="list-style-type: none"> (a) An unconditional bank guarantee using the Form given in Section 3: Qualification Information and Bidding Forms. The bank guarantee shall be from a bank having minimum net worth of over INR 500 million from the specified banks as under: <ol style="list-style-type: none"> (i) a Scheduled Bank in India, or (ii) a Foreign Bank having their operations in India, or (iii) a Foreign Bank which do not have operations in India is required to provide a counter-guarantee by State Bank of India, (b) The Scheduled Bank issuing the Bank Guarantee must be on “Structure Financial Messaging System (SFMS)” platform. A separate advice of the BG shall be invariable be sent by the issuing bank to the Employer’s Bank through SFMS and only after this the BG shall become operative and acceptable to the Employer.
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	<p>Further, the Tender 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 ITT 15.</p> <p>The Issuing Bank shall send the SFMS to:</p> <p>Beneficiary: Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE) Bank Name: Canara Bank Branch: Prime Corporate Branch Account No. 0430201012110 IFSC Code: CNRB0002636</p> <p>The Tender security shall be valid up to 45 days beyond tender validity, or up to the date mentioned in the letter of request for extension, if any under ITT 12.</p> <p>In case the tenderer has opted for Tender security in the form of an unconditional Bank Guarantee, the tenderer should upload the scanned copy of Bank Guarantee with the Tender. Non submission of scanned copy of Bank Guarantee with the tender on e-tendering portal and non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of tender. The details of the BG, physically submitted should match with the details available in the uploaded scanned copy and the data entered during Tender submission time, failing which the Tender will be rejected.</p> <p>a. Unless otherwise specified in the BDS, any Tender not accompanied by an enforceable and compliant Tender security as required in accordance with ITT, will be summarily rejected by the Employer as non-responsive.</p> <p>b. The Tender security of the tenderer who have been determined to be unqualified for opening of their financial Tender will be returned within 15 working days after the opening of financial Tender. The Tender security of unsuccessful tenderers will be returned within 15 working days after issue of LOA to the successful tenderer.</p> <p>c. DELETED</p> <p>d. The Tender security may be forfeited:</p> <p>d i) If a tenderer withdraws its Tender during the period of Tender validity specified by the tenderer on the Letter of Tenders, except as provided in ITT Clause 12 or</p> <p>d ii) if a tenderer misrepresents or omits the facts in order to influence the procurement process;</p> <p>d iii) if the successful tenderer fails to:</p> <p>sign the Contract in accordance with ITT Clause 28; furnish a performance security in accordance with ITT 29; accept the correction of its Tender Price pursuant to ITT 24; or furnish a domestic preference security if so required</p> <p>d iv) if the undertaking of the affidavit submitted by the tenderer or its constituents in pursuance to ITT clause 2 or any of the declarations of Letter of Technical Tender or Letter of Price Tender submitted by the tenderer has been found to be false at any stage during the process of Tender evaluation.</p> <p>e. The Tender Security of a JV/ Consortium shall be in the name of the JV/Consortium that submits the Tender or the lead member of the JV/Consortium. If the JV/Consortium has not been legally constituted at the time of Tendering, the Tender Security shall be in the names of all future partners as named in the letter of intent of JV /Consortium mentioned in ITT Clause 2)</p>
14	<p>The following para is added:</p> <p>The Tender, as well as all correspondence and documents relating to the Tender exchanged by the tenderer and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in English in which case, for purposes of interpretation of the Tender, such translation shall govern.</p>

15	<p>Sealing and Marking of Tenders</p> <p>The following para to be read as:</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., https://eproc.karnataka.gov.in. The original of the Technical Proposal, which will contain all Forms of Section 3 except Price Schedule of 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> <p>The above forms should be scanned and submitted through Karnataka Public Procurement Portal.</p> <p>No details about price proposal shall be disclosed directly or indirectly in the technical proposal failing which the Tender shall be rejected. Only Electronic Tender submission and opening procedure are permitted.</p> <p>In addition to above, the bidder shall submit the copy of one complete set of technical proposal document (signed and stamped uploaded technical proposal documents including page numbers through Karnataka Public Procurement Portal) to K-RIDE office within 2 (two) working days of bid submission date. However, the evaluation of tender will be based on the technical proposal documents uploaded in Karnataka Public Procurement Portal only.</p>
19.7	<p>The following para is added:</p> <p>Tender Opening</p> <ol style="list-style-type: none"> i. The Employer shall conduct the opening of Technical Tenders through Karnataka Public Procurement Portal i.e., https://eproc.karnataka.gov.in on the date and at the time mentioned. ii. At the end of the evaluation of the Technical Tenders, the Employer will intimate the tenderers who have submitted substantially responsive technical proposals and who have been determined as being qualified for award to attend the opening of the price Proposals. The date and time, of the opening of Price Tenders will be advised through email. The tenderers shall be given reasonable notice for the opening of Price Tenders. iii. The Employer will notify tenderers in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Tendering Document and who have been determined as being not qualified as a result of evaluation of technical proposal and their Price Tender shall not be opened. The Tender Security of the tenderers shall be returned after due process. iv. The Employer shall conduct the opening of Price Tenders through Karnataka Public Procurement Portal i.e., https://eproc.karnataka.gov.in of all tenderers who have submitted substantially responsive Technical Tenders and who have been determined qualified as a result of technical evaluation.
23.4	<p>The following para is added:</p> <p>Deviations, Reservations, and Omissions</p> <p>During the evaluation of Tenders, the following definitions apply:</p> <ol style="list-style-type: none"> (a) “Deviation” is a departure from the requirements specified in the Tendering Document; (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and (c) “Omission” is the failure to submit part or all of the information or documentation required in the Tendering Document.

<p>24.3</p>	<p>The following para is added:</p> <p>Nonconformities, Errors, and Omissions</p> <ol style="list-style-type: none"> i. Provided that a Tender is substantially responsive, the Employer may waive any nonconformities in the Tender that do not constitute a material deviation, reservation or omission. ii. Provided that a Tender is substantially responsive, the Employer may request the tenderer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the tenderer to comply with the request may result in the rejection of its Tender.
<p>24.4</p>	<p>The following para is added:</p> <p>Correction of Arithmetical Errors and Omissions in Tender and Evaluation of Tender Price</p> <ol style="list-style-type: none"> 1. Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors and omissions in the Tender and then arrive at the Evaluated Tender Price on the following basis: <ol style="list-style-type: none"> (a) If there is a discrepancy between the price mentioned in the summary sheet of the Price Schedule and the price that is obtained by calculation i.e., addition of each schedule in the summary sheet of Price Schedule, then the quoted amount of each schedule shall prevail and the price shall be corrected accordingly. (b) if the amount has been quoted both in words and in figures and there is a discrepancy in such amount, then the lower of the two shall prevail and shall be considered for evaluation of the price of the schedule. (c) If the amount has been quoted either in words or in figures only, then the same shall be considered for evaluation of the price of the schedule. (d) If no amount has been indicated for any particular schedule in words, as well as in figures, irrespective of the fact whether the tenderer has written or not written, in such cases, the lumpsum amount of the schedule shall be considered as zero and shall be calculated accordingly; (e) 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. (f) Deleted. 2. If the tenderer has submitted the lowest evaluated Tender does not accept the correction of errors and omissions as per above provisions, its Tender shall be disqualified and its Tender security shall be forfeited or its Tender-Securing Declaration executed.
<p>25.6</p>	<p>The following para is added:</p> <p>Conversion to Single Currency</p> <p>For evaluation and comparison purposes the currencies of the Tender shall be converted into Indian Rupees as stated in BDS.</p> <p>An Abnormally Low Tender is one in which the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the tenderer to perform the contract at the offered price. The Employer may in such cases seek written clarifications from the tenderer, including detailed price analysis of its Tender price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender document. If, after evaluating the price analyses, the Employer determines that the tenderer has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Employer may reject the Tender/proposal.</p> <p>Additional Performance Security in case of abnormally low Tenders will have to be submitted.</p>

	<p>The calculation sheet is as below:</p> <p>If the bid, which results in the lowest Evaluated Bid Price is substantially on lower side and/or seriously unbalanced in the opinion of the Employer as per criteria defined below, the Employer may require the bidder to submit additional performance security as under: -</p> <p>a) If overall price quoted by the L1 bidder is below the engineer's estimated price by more than 10% and the difference between overall price quoted by the L1 and L2 is more than 5% of the estimated price, then the bid price of L1 bidder shall be treated as substantially on lower side and such bidder shall be bound to furnish additional performance security equal to the (0.9x engineer's estimated price – L1 price) or (0.95 x L2 price – L1 price) whichever is lower, on this account. Example below demonstrates the method of calculation to arrive at additional performance security:</p> <p>Suppose overall price quoted by the L1 bidder is 17% below the estimated price and the overall price quoted by L2 bidder is 8% below the estimated price. In this case the overall price quoted by the L1 bidder is lower by more than 10% of the estimated price and also the difference between overall price quoted by the L2 and L1 bidder is more than 5% of the estimated price, hence the L1 bidder shall be required to furnish additional performance security for an amount equal to {0.9 x engineer's estimated price – (1-17/100) x engineer's estimated price} = {0.07 x engineer's estimated price} = 7% of engineer's estimated price or {0.95 x (1-8/100) x engineer's estimated price – (1-17/100) x engineer's estimated price} = {0.044 x engineer's estimated price} = 4.4% of engineer's estimated price; whichever is lower.</p> <p>As per the above L1 bidder shall be required to submit additional performance security of 4.4% of engineer's estimated price.</p> <p>b) If for any bill/schedule of quantities % age above or below quoted by the bidder on the estimated price is beyond 15% below the overall % age difference between the quoted contract price and the engineers estimated price, then the price for that particular schedule shall be treated as seriously unbalanced and bidder shall be bound to furnish additional performance security for such unbalanced price. Example below demonstrates the method of calculation to arrive at unbalanced price and additional performance security:</p> <p>Suppose for the L1 bidder overall % age difference between quoted contract price and the engineers estimated price;</p> $(\text{Overall contract price} - \text{Overall estimated price}) \times 100 \div \text{overall estimated price} = + 4 \%$ <p>Maximum % age below permitted over estimated price of any bill / schedule in this case = +4 – 15 = -11%</p> <p>Suppose for the L1 bidder has quoted 20% below estimated price then the pricing shall be treated as unbalanced and the bidder shall be required to furnish additional performance security for an amount equal to (20 – 11) % of the estimated price.</p>
26.2	<p>The following para is added:</p> <p>Award Criteria</p> <p>i. The Employer will award the contract to the tenderer, whose tender is substantially responsive to the Tendering Document, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily and whose offer has been determined to be the lowest evaluated subject to ITT below. In case of more than one Tenders are evaluated to be lowest, the contract will be awarded to the tenderer with higher average annual construction turnover (calculated as total certified payments received for contracts in progress or completed) in equivalent INR within the last two financial years.</p> <p>ii. The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section-3: Qualification Information and Bidding Forms are still being met by the tenderer whose offer has been determined to be the lowest evaluated Tender. A Tender shall be rejected if the qualification criteria as specified in Section-3: Qualification Information</p>

	<p>and Bidding Forms are no longer met by the tenderer whose offer has been determined to be the lowest evaluated Tender. In this event the Employer shall proceed to the next lowest evaluated Tender to make a similar reassessment of that tenderer's capabilities to perform satisfactorily.</p>
29.5	<p>The following para is added:</p> <p>Performance Security</p> <p>The successful tenderers shall have to submit a Performance Guarantee (PG) Within Twenty-Eight (28) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 28 days up to 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 days, i.e. From 29th day after the date of issue of LOA. Further if the 60th day happens to be declared holiday in the office of K-RIDE, submission of PG can be accepted on the next working day.</p> <p>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 terminate. In case contract is terminated, K-RIDE will be entitled to forfeit the Tender security and other dues payable against to the contract. In case the tenderer has not submitted by security on the strength of their registration as a start-up recognized by the Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed contractor shall be debarred from participating in re-tender for that work.</p> <p>Failure of the successful tenderer to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security or execution of the Tender-Securing Declaration.</p> <p>The above provision shall also not apply to the furnishing of a Domestic Preference Security, if so required.</p>
New Clause-1	<p>LITIGATION HISTORY: (Please see Annexure Tendering Forms)</p> <p>The tenderer/tenderers should provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the five years as on date of submission of this tender.</p> <p>If the litigation started by the tenderer without recourse to measures of Dispute Resolution and Arbitration as provided in the Contract or the litigation in respect of challenge of award of Arbitration by the tenderer, will be treated as Litigation case indulged by the tenderer for this Para of Litigation History. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the application.</p> <p>Note: The tenderers including each of the partners of a Joint Venture, should provide information on any history of litigation or Arbitration resulting from contracts executed in the 5 years as on date of submission of this tender. A separate sheet should be used for each partner of a Joint Venture</p>
New Clause-2	<p>Jurisdiction of Courts</p> <p>The Tendering process shall be governed by and construed in accordance with the laws of India and the Courts as indicated in Tender Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the Tendering process. The Jurisdiction of Courts is Bengaluru, Karnataka</p>
New Clause-3	<p>Stamp duties and charges:</p> <p>The contractor has to bear the stamp duties and charges for agreements/registration.</p>