

CORRIGENDUM - 7

Sl. No.	Section	Existing	Amended As
1	<p>Section-2 Instructions to Tenderers Clause 13.7 as per the tender no. K-RIDE /BSRP/16/20 23 and amended to KRIDE/2023 - 24/BG/WOR K_INDENT1</p>	<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 shall be paid as per the column 4 of Table 1 of Section 1 of the contract through e-payment in the e-procurement portal using any of the following five options only:</p> <p>The Technical bids along with the Earnest Money Deposit (EMD) i.e., Rs. 1,00,00,000/- shall be furnished in the form of Bank Guarantee (BG) of any Nationalized Bank/Scheduled Bank (as per RBI guidelines) payable in favour of "Rail Infrastructure Development Company (Karnataka) Ltd" payable at Bengaluru. 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 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> <p>(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:</p> <p>(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,</p> <p>(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.</p> <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</p>	<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 epayment 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 or https://kppp.karnataka.gov.in and on downloads tab click on User Manuals for Tenderers.</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. 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<p>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>	<p>(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 invariably 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.</p> <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)</p> <p>Bank Name: Canara Bank</p> <p>Branch: Prime Corporate Branch</p> <p>Account No. 0430201012110</p> <p>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. 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