SECTION – 2

INSTRUCTIONS TO TENDERERS (ITT)

Bi-RIDE

SECTION 2: INSTRUCTIONS TO` TENDERERS (ITT)
TABLE OF CLAUSES

SR. NO	DESCRIPTION	PAGE Nos.
	A. GENERAL	3-12
1.	SCOPE OF TENDER	
2.	ELIGIBLE TENDERERS	
3.	QUALIFICATION OF THE TENDERER	
4.	ONE TENDER PER TENDERER	
5.	COST OF TENDERING	
6.	SITE VISIT	
	B. TENDER DOCUMENTS	12-13
7.	CONTENT OF TENDER DOCUMENTS	
8.	CLARIFICATION OF TENDER DOCUMENT	
9.	AMENDMENT OF TENDER DOCUMENTS	
	C. PREPARATION OF TENDERS	13-16
10.	DOCUMENTS COMPRISING THE TENDER	
11.	TENDER PRICES	
12.	TENDER VALIDITY	
13.	EARNEST MONEY DEPOSIT	
14.	FORMAT AND SIGNING OF TENDER	
	D. SUBMISSION OF TENDERS	15-16
15.	SEALING AND MARKING OF TENDERS	
16.	DEADLINE FOR SUBMISSION OF TENDERS	
17.	LATE TENDERS	
18.	MODIFICATION AND WITHDRAWAL OF TENDERS	
	E. TENDER OPENING AND EVALUATION	16-18
19.	OPENING OF TECHNICAL BID OF ALL TENDERS AND EVALUATION TO DETERMINE QUALIFIED TENDERERS	
20.	OPENING OF FINANCIAL BID OF QUALIFIED TENDERERS AND EVALUATION:	
21.	PROCESS TO BE CONFIDENTIAL	
22.	CLARIFICATION OF TENDERS	
23.	EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS	
24.	CORRECTION OF ERRORS	
25.	EVALUATION AND COMPARISON OF TENDERS	
	F. AWARD OF CONTRACT	18-33
26.	AWARD CRITERIA	
27.	EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS	
28.	NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT	
29.	PERFORMANCE SECURITY	
30.	ADVANCE OF PAYMENT AND SECURITY	
31.	CORRUPT OR FRAUDULENT PRACTICES	
32.	PURCHASE PREFERENCE TO MAKE IN INDIA	
33.	APPEAL	
34.	ADDITIONAL INSTRUCTIONS TO TENDERERS	

Bi-RIDE

A. GENERAL

1. SCOPE OF THE TENDER

1.1 Bangalore Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE) 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/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 3.3b: 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: 21-22 to FY: 25-26).

   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

Bi-RIDE

information then the acceptance/ rejection is at sole discretion of the Employer. Bidders having litigation with KRIDE are not eligible to participate in this tender.

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/lead number 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, net-worth and Line of credit / liquid assets. All members of the joint venture must have experience in execution of similar nature of 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), 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. If found so all these bids shall be treated as ineligible.

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 written 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 tenderer 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**.**

Bi-RIDE

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. 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 debarred from participation in any of the future tenders to be invited by K-RIDE apart from forfeiting the EMD paid.

vi. The bidder, JV Partner shall not be under Corporate Debt Restructuring (CDR)/ Strategic Debt Restructuring (SDR) or Bureau of Industrial & financial reconstruction (BIFR) in last 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.

vii. Further information about e-tendering can be had from Central Public Procurement Portal https://etenders.gov.in/eprocure/app

2.3 Multiple Contracts: "Not Applicable

General Requirements:

2.4 The intending Tenderer/firm/company should possess a valid class-1 Electrical Contractor License issued by Electrical Inspectorate of Government (GOK).

2.5 The Tenderer should not have been blacklisted/debarred by any Government/Government undertaking/semi Government/Govt. Controlled Institutions/projects in India, during last five (5) years. Also the Tenderer should have rescinded the works after award of the Contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Form-13 of Section-4.

2.6 Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority", as defined in ITT clause 32.

2.7 Tenderers having a conflict of interest will be disqualified. The conflict of interest is detailed below. 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 conflict of interest with one or more parties in this Tendering process, if including but not limited to:

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 submits more than one offer irrespective of whether the firm is quoting against this Tender.

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

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.

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.

The intending Tenderer/firm/ company should possess a valid "Class-I/ Super Grade Electrical Contractor License" issued by Electrical Inspectorate of Government of Karnataka (GOK).

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

a) Required average annual turnover (In all classes of engineering construction work only): The intending tenderer/firm/ company/Joint Venture should have achieved a **MINIMUM AVERAGE ANNUAL CONSTRUCTION TURNOVER of ₹2.5 crores in Five Financial Years from 2021-2022 to 2025-2026 (both inclusive).**

NOTE: The tenderers shall submit certificates with Audited balance sheet duly certified by the statutory Auditor/practicing Chartered Accountant duly supported by audited balance sheet. Financial turnover of previous years will be given a weightage of 5% per year in case of local currency and 2% in case of foreign currency 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: 2026-27 price level**.

b) i) The Tenderer/Firm/company/JV should have satisfactorily completed at least one similar work *__of value not less than Value ₹2.5 Crore (excl. GST) ending last day of the month previous to the month of tender submission end date.__

ii) Deleted.

NOTE:

1. The criteria above apply to the Individual tenderer/Firm/company/Joint Venture. 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) "Supply, Erection/Laying, testing and commissioning of LT/HT overhead lines/Underground cables for 11 KV or above with/without RMU/DTC" and the same shall be in satisfactory service for a minimum period of one (01) year in last Five (5) years as on the date of bid submission.

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3. The contract 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 considered as substantially completed if 80% or more of the work is physically completed which is 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 2026-27 price level from date of completion to last day of the month previous to the month of tender submission end date price level assuming 5% inflation for Indian rupees every year and 2% for Foreign Currency portions per year. The value of work done shall be inclusive of all taxes (Excluding 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 Reserve Bank of India 28 (twenty-eight) days before the date of bid submission 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 the case of JV, full value of the work, if done by the same JV shall be considered. However, if qualifying work (s) done by them in JV having different constituents, then the value of work as per their percentage participation in such JV shall be considered.

c) The intending tenderer/firm/company/Joint Venture should have executed all the components (mentioned below) in the five financial years *(FY 2021-22 to FY 2025-26)* **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	Should have laid, tested & commissioned the 11 K.V underground cable(s)	**1 KM**
2	Should have erected/installed, tested & commissioned the 11KV RMU.	**1 No**
3	Should have erected/installed, tested & commissioned any capacity of Distribution Transformer.	**1 No**

NOTES:

1. The criteria above apply to the Individual tenderer/Firm/Company/Joint Venture, 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. **DELETED**

3.3 Each tenderer should further demonstrate the following:

3.3 a) KEY PLANT AND EQUIPMENT:

Bi-RIDE

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

The bidder must furnish an undertaking with the details of the Key Equipment's to be deployed either owned/ to be made available on Hire/ Lease for this works as listed below and Appendix-05 of section 8-A.

PLANT AND EQUIPMENT

(I) KEY AND CRITICAL EQUIPMENTS:

Sl. no	Item Description	Unit	Qty
1	Welding Machine	No's	1
2	Electric Hand Driller	No's	1
3	Digital Multi meter	No's	1
4	Insulation Megger	No's	1
5	Digital Earth Tester	No's	1
6	Ladder	No's	1
8	Hand Tool Kit	No	1
9	Crimping Tool	Each	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 Section-8A of Employer's Requirement.

Sl. no	Item Description	Unit	Qty
1	Tractor	No's	1
2	Crane	No's	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.

3.3b) LIQUID ASSETS: The tenderer / firm / company / Joint Venture should furnish details of liquid assets and or availability of **credit facilities of ₹ 0.41**Crores 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 Statutory Auditor 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 the bank will be in position to lend for this work to the applicant/member of the joint venture. 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.

Bi-RIDE

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 the 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 or submit the undertaking as mentioned in Employer's Requirement. 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:

Bidder shall submit the CV or Submit an undertaking for deployment of Key technical personnel after award of the contract. Refer Appendix-04 of Employer's Requirement as per specified in Appendix- 4 of Section-8A Employer requirements.

Notes:

1) The CVs to be given for Serial No. 1 to 2 as per Form-6 of section-3 and for Serial No. 1 to 3 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 should 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 considered 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 the tender value**. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*2 - B) Where,

A = Maximum value of construction works executed in any one year during the last five financial years updated up to previous month of tender submission to the current FY 2026-27 price level @ 5% inflation for Indian Rupees every year and 2% for Foreign Currency portions per year), 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 N years *(period of completion of the works for which Tenders are invited).,*

Up-dation of Price Level shall be done at 5% 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.

Note:

Enclose Certificate(s) from Engineer(s) In charge (not below the rank of Executive

Bi-RIDE

Engineer) for value of outstanding work. In case it is not feasible to furnish certificate from all the units the bidder should record the following certificate on Fin-3:
"*Certified that current commitments on all the contracts have been awarded or for which a letter of intent or acceptance has been received or for the works in progress or the works approaching completion, value of outstanding work has been indicated in the above table correctly. It is further certified that if later on the employer discovers that information provided in the table is incorrect then the employer will treat our bid invalid and it will be liable for rejection*".

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 lower than JAG officer in Railways and Executive Engineer rank or equivalent grade in other department of Govt. of India/State Government/PSUs of Government of India / State Undertaking and Competent Authority of Public Listed Company.

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:

3.10 Pursuant ITT Clause 3, The Employer shall assess bidder against the following qualification criteria.

Requirement	Single Entity	Joint Venture			Submission Requirements
		Lead Partner	Other Partners	All partners combined	
Clause: 3.2. (a) MINIMUM AVERAGE ANNUAL CONSTRUCTION TURNOVER of **of ₹2.5 Crore** in Five Financial Years from 2021-22 to 2025-26 (both inclusive).	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 / Section:3
Clause: 3.2 (b) One Similar work with value not less than **of ₹2.5 Crores**.	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 (c) minimum component of the work to be done	Must meet 100% of the requirement	All Partners Combined Must Meet requirement			Form at para1.4/ section:3
Clause3.3a) (I) Key	Must meet	All Partners Combined Must Meet			Form at

BI-RIDE

and Critical Equipment's	100% of the requirement	requirement			para1.6/ section:3
Clause 3.3a) (II) other Plant and equipment's	Must meet 100% of the requirement	All Partners Combined Must Meet requirement			Form at para1.6/ section:3
Clause: 3.3(b) LIQUID ASSETS: The tenderer / firm / company / Joint Venture should furnish details of liquid assets and or availability of credit facilities of **₹ 0.41 Crores** for the work mentioned above for meeting the required funds in the form of own funds/credit lines/certificate from scheduled Nationalized Bank.	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 para1.10/ section:3
Clause: 3.3(c) Minimum Key Technical Staff	Must meet 100% of the requirement	All Partners Combined Must Meet requirement			Form No.5 & 6 of section:3
Clause: 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 the tendered The available tender capacity will be calculated **Evaluation of Bid Capacity**: The Bidders will be qualified only if their available bid capacity is more than the **tender value** as per Employer assessment. Available bid capacity will be calculated based on the following formula: **Available Bid Capacity = 2xAxN — B**	Must meet 100% of the requirement	All Partners Combined Must Meet requirement			Form at para 1.5/Section:3 and Form FIN-3/ Section:3
Clause: 3.7 **NETWORTH:** The Bidder's net worth for the last Financial Year calculated as the	Must meet 100% of the requirement	Must meet the requirement	Must meet the requirement	Must meet the requirement	Form FIN-1/ section:3

Bi-RIDE

difference between total assets and total liabilities should be Positive.					

3.11 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) will cause all the proposals with the Tenderer's participation to be disqualified for that particular package.

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.

6. CLARIFICATION OF TENDER DOCUMENTS

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing through an email as 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 for queries. Copies of the Employer's response will be uploaded on CPP portal and KRIDE website.

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 Bi-RIDE Bengaluru and or @ VC as per the date and time specified in the e – procurement portal.

If the tenderer is willing to attend Pre- Bid meeting online then the tenderer is requested to communicate via email-gmprocurement@kride.in. at least 02 days prior to date of pre bid meeting so that link can be communicated to the tenderers.

Venue:

#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road,

Opposite Orion Mall, Rajajinagar 1st Block,
Bengaluru-560010
Date and Time: As per CPP Portal

Prospective bidders shall keep checking the website of CPP procurement Portal/ or K-RIDE 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 through an email to reach the Employer not later than the date and time 2 days before the meeting.

Bi-RIDE

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 only on e – procurement portal. The Provisions in corrigenda /addenda shall take priority over the Tender Documents issued previously.

To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of Tenders, in accordance with Sub-Clause 16.2 below.

C. PREPARATION OF TENDERS

10. DOCUMENTS COMPRISING THE TENDER

10.1 The Tender submitted by the tenderer shall be in shall contain the documents as follows:

10.1.1 Technical Bid

i. Earnest Money Deposit;
ii. Qualification Information as per formats given in Section 3;

10.1.2 Financial bid

i. Deleted.
ii. The tenderer shall fill the Priced Schedule (Section 9); online through **https://etenders.gov.in/eprocure/app** CPP Portal, no hardcopy of commercials should be attached or disclosed. (As per Central Public Procurement Portal).

And any other materials required 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 Central Public Procurement Portal).

10.1.3 Original Documents (Hard Copy)

The Tenderer is required to submit the following in Original (**Hard Copy**) within the time and place mentioned below.

i) **Tender Security/Earnest Money Deposit (EMD) (Only applicable upon submission of BG/Demand draft/FDR/e-BG), as per clause 13,**

In case of failure in submission of the above documents within stipulated date, the Tender may be treated as incomplete and will be rejected.

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 (in figures) for each schedule of the Works described in the Price Schedule (Excel Sheet) along with total tender price (in figures).

11.3 All duties, taxes (excluding 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.

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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 Central Public Procurement Portal (CPP)). The tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 2 of the Table of IFT for this particular work. This earnest money deposit shall be paid as per clause 13.7 of Section 2.

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 shall be returned upon the successful bidder's acceptance of LOA issued by Bi-RIDE.

13.5 The earnest money deposit of the successful tenderer will be returned 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 Central 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 initialled 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 initialled by the person signing the Tender.

Language of Tender	The language of the Tender: English
Technical Tender	Alternative technical solutions are not permitted.

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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 (Lump sum Price) shall be quoted by the tenderer entirely in Indian Rupees (INR) only. The rates quoted by the bidder in Price schedule through Central Public 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 signed by person who is duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the BDF 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, each firm in the Joint venture 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 initiated 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.

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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 Central 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 Central 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**

C. <u>TENDER OPENING AND EVALUATION</u>

19. OPENING OF TECHNICAL BID OF ALL TENDERS AND EVALUATION TO DETERMINE QUALIFIED TENDERERS:

19.1 The Employer will open the Technical Bid of all the Tenders received (except those received late or withdrawn), including modifications for Technical Bid made pursuant to Clause 18, in the presence of the tenderers or their representatives who choose to attend as per Central 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 FINANCIAL BID 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 Financial Bid containing the priced Tenders published in Central Public Procurement Portal. The Employer will open the

Bi-RIDE

Financial Bid 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 Cover (Financial Bid) 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 Financial Bid 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 Lump sum Price. The request for clarification and the response shall be in writing through email, 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.

I. **Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.**

II. **Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.**

III. **For any Technical queries related to Operation of the Central Public Procurement Portal Contact at: Tel: The 24 x 7 Help Desk Number 0120-4200 462, 0120-4001 002/5, 0120-6277 787.E-Mail: support-eproc@nic.in**

International tenderers are requested to prefix +91 as country code.

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.

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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 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.

D. 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 email. 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").

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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 20 days following the notification of award along with the Letter of Acceptance. Within 10 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 21 days of receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to **3% of the Contract price plus additional security for unbalanced tenders** in accordance with Clause 25.5 of ITT and Clause 4.2 of the Conditions of Contract. Additional performance security shall be as per following guideline:

Bid quoted in % of advertised Cost	**Additional Performance Guarantee (%)**
Below 0- 5% (inclusive)	Nil
Below 5%	5%

a) E-Bank Guarantee/Demand draft/FDR/Pay Order/ BG/ Insurance Surety Bond in favour of Bi-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 of India.

29.3 DELETED

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 Bi-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, Bi-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;

Bi-RIDE

b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bi- 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 Bi-RIDE contract.

31.3 Furthermore, tenderers shall be aware of the provision stated in sub-clause 15.2 of the Conditions of Contract.

32. PURCHASE PREFERENCE TO MAKE IN INDIA:

i. The provisions of revised 'Public Procurement (Preference to Make in India) Order 2019' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. K-14011/09/2014/MRTS-Coord dated 28.11.2019 or as per latest guideline/ amendment, shall be applicable to the tendering process and award of the contract shall be done accordingly. A certificate in regard to Minimum Local Content duly Certified by a Practicing Cost Accountant or a Practicing Chartered Accountant is necessarily to be enclosed with the bid documents.

ii. Bidder from a country which shares a land border with India in connection with the Para Govt. of India, vide its OM dated 23/07/2020 has inserted Rule 144(xi) to General Financial rules 2017 or as per latest guideline/ amendment according there is mandatory for bidder from a country which shares a land border with India, to have been registered with the Registration Committee, in the manner as stated therein, that shall be followed by such bidder

33. APPEAL: The tenderer shall submit online appeal within 30 days period from the date of receipt of order to the Employer through the Central 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.

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

ITT Clause Ref.	Description
2.3	**The following paras are added:** Wherever the word JV is mentioned, it should be read as JV/Consortium & Laws applicable to them. For any purpose herein, 'Joint Venture' means an adhoc 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. A tenderer may be a natural person, private entity, government-owned entity, or any combination of them with format intent to enter into an agreement or under an existing agreement in the form of a Joint venture. The tenderer must ensure the following (a) In case of Single Entity: (i) Submit Power of Attorney authorizing the signatory of the Tender to commit the tenderer. (b) In case of Joint Venture: (i) The number of partners in the JV shall not be more than three. (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 Agreement should be registered and shall be submitted along with the performance security. (iii) The JV 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 during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. (iv) Submit Power of Attorney by individual partners to lead partners as per the form given in Section 3. (v) In case a Joint Venture are the successful tenderer, the appropriate Joint Venture Agreement for execution of work should be entered by the Joint Venture partners. The duly signed Joint Venture Agreement should be submitted along with the tender submission. (vi) Performance Guarantee as per Clause 29, shall be submitted by Lead Partner only in case of Joint Venture. (vii) 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 and the entire execution of the contract. (viii) All members of the Joint venture shall be jointly and severally responsible for the execution of the Contract. (ix) Change in constitution or percentage participation of JV shall not be permitted at any stage after submission of Tenders (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. (d) "Tenderer from a country which shares a land border with India" for the purpose of this Order means: - 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

BI-RIDE

ITT Clause Ref.	Description
	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 joint venture where any member of the joint venture falls under any of the above (e) The beneficial owner for the purpose of above clause will be as under: (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. **Explanation-** 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 shareholder's 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.
2.4	**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.** **Tenderers having a conflict of interest will be disqualified. The conflict of interest is detailed below.** 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: (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), 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 formation or any common partner in partnership firms, or an individual will be treated as having conflict of interest or

BI-RIDE

ITT Clause Ref.	Description
	(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 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.
2.5	**The tenderer will be disqualified if**, (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 or Bi-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 partner with forfeiture of its full Performance Security, by K-RIDE or Bi-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; Provided, however, there is no stay order or declaration by any Court against such termination of the contract by Bangalore integrated Rail Infrastructure Enterprise Limited. (Bi-RIDE). or such termination of the contract has not been revoked by K-RIDE or Bi-RIDE or competent authority of Bi-RIDE has not passed an order of non-applicability of disqualification of the tenderer or any of its constituents despite such termination. (c) The tenderer or any of its constituents has been imposed delay damages of 5% or more of contract value by K-RIDE or Bi-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 BI-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 of Tenders, unless imposition of such delay damages has been set aside by the Competent Authority. (d) The tenderer or any of its constituents: (i) has suffered bankruptcy/insolvency or (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. (e) The tenderer is found to be ineligible by the Employer, in accordance with ITB-3. (f) The tenderer or its constituent(s) has been declared by Bi-RIDE to be a poor performer, and the period of poor performance is still in force on the deadline for submission of Tenders. The tenderer or its constituent(s) has been declared by Bi-RIDE to be a poor performer at any time after the deadline for submission of Tenders and up to one day before the date of opening of price Tenders. (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. **The tenderer shall submit**

BI-RIDE

ITT Clause Ref.	Description
	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. 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. (h) Even though the tenderers meet these eligibility criteria, they are subject to be disqualified if they have: • Made misleading or false representations in the forms, Statements and attachments submitted in proof of the qualification requirements: and/or Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history (with K-RIDE), or financial failures etc.
2.6	**PARTNERS IN CASE OF JV** (i) Lead partner must have a minimum of 50% participation in the JV. (ii) Partners having 25%or more percentage participation shall be termed as substantial partner / other Partners. (iii) In case of JV, change in constitution or percentage participation shall not be permitted at any stage after the bid submission. The bidder, in case of JV, 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 in favour of other JV partner or any change in constitution of partners of JV (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 must have experience in execution of similar work.
3.3(a)	**The following Para is added:** **Materials, Equipment and Services** 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.
7.3	**The following Para is added:** 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. 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.
8.1.1	**Additional Para** The Employer shall endeavor 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. 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.

Bi-RIDE

ITT Clause Ref.	Description
8.3	**The following Para is added:** 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., **gmprocurement@kride.in)** till 2 working days before the scheduled date of pre-bid meeting up to15:00 hours IST.A link for Video Conferencing will be sent by Bi-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. 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 should also mention the email id through which VC is desired to be joined. Bi-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. 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 Bi-RIDE will be intimated to the tenderers (who sought the clarification) in due course, depending upon the merits of the query. Bi-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.
10.0	**Document comprising Technical and Financial Bid:** **The following Para to be read as:** The Bidders shall submit the Technical BID & Financial Bid online through e-procurement portal **https://etenders.gov.in/eprocure/app.** Only comprising of the following documents along with supporting documents as appropriate.
10.3	**The following Para is added:** **Documents Comprising the Tender** i. The Tender shall comprise of Tender Security/Tender Security Declaration, Technical Tender and Price Tender. The tenderer shall submit the Tender through Central Public Procurement Portal. ii. On the stipulated date of opening of Tenders, initially, only the Technical Tenders are opened through Central Public Procurement Portal. The Technical Tenders shall be evaluated by the 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. iii. Tenderers who are qualified in the technical evaluation their price Tender shall be opened at a date and time advised by the Employer (Bi-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. **The Technical Tender shall contain the following:** i. All the Forms of Section-3: Qualification Information/Bidding Forms including letter of technical Bid (LTB) shall be scanned and uploaded. 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. 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. iv. The tenderer shall furnish a commitment in Letter of Technical Bid (LTB) for adhering to mobilization and construction schedule as stipulated in Section 8A: Employers Work's Requirement. **v. The tenderer should note that non-submission of the Letter of Technical Bid (LTB) by the tenderer will**

Bi-RIDE

ITT Clause Ref.	Description
	result in summary rejection of his/her Tender. 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. vii. Scanned copy of Tender Security/Tender Security Declaration form (Section 3), in accordance with ITT Clause 13; 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 initialed by the person signing the Tender. 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. 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. xi. Scanned copy of Approach and Methodology - Performa given in Section-3: Qualification Information/Bidding Forms. xii. Scanned copy of Joint Venture Agreement entered into by all partners. **The Price Tender shall contain the following:** **The Price Bid which shall contain only BOQ and shall be submitted at Central Public Procurement Portal only.** i. Scanned copy of Letter of Price Bid. ii. All documents mentioned in Section-3 shall be scanned and submitted. iii. Filled/completed schedules as required including Price Schedule in accordance with ITT Clauses should be submitted through Central Public Procurement Portal only; iv. The tenderer shall submit through Central 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. v. The tenderer shall submit, as part of the Price Tender, the Schedules, including the Price Schedule through Central Public Procurement Portal only.
11.5	**Tender Prices and Discounts** **The following Para to be read as:** i. The prices quoted by the tenderer in Bill of Quantities at CPP portal shall conform to the requirements specified below. ii. In the Price Schedule, the amount against each schedule is 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 lump sum 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.)** 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 lump sum amount quoted in the price schedule.**

Bi-RIDE

ITT Clause Ref.	Description
	iv. The price to be quoted in the letter of Price Schedule in accordance with ITT, shall be the total price of the Tender. v. Deleted vi. Unless otherwise provided in the ITT and the Contract, the **lump sum 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 weightage for the price adjustment formulae shall be as specified in the Tables of Adjustment Data included in Contract Data. vii. All duties, taxes excluding 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 lump sum amount of Price Schedule and the total Tender Price submitted by the tenderer. viii. GST shall be paid by the employer as applicable in accordance with the prevailing rules of Government of India. 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 Lump sum amount in the Tender with the amounts already used in the Works and the Contractor's future needs for imported items. 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. xi. Online alternative price tender corresponding to the alternative Technical Tender, If permissible, in accordance with ITT Clause 14;
13.7	**The following Para is added:** **In this tender, a tender security/ EMD of ₹15,00,000/- (Rupees Fifteen Lakhs only) shall have to be paid.** The instrument type for payment of tender security/EMD shall be Demand Draft, e-Bank Guarantee, Bank Guarantee, **Insurance Surety bond ,** RTGS & NEFT No other mode of payment will be accepted. i.Payment of tender Security is to be made by RTGS & NEFT. The details of bank account of Bi-RIDE are mentioned in succeeding para. The bidders are required to upload scanned copies of transaction of payment of tender security including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time of online transaction of payment) in online bid submission, failing which payment may not be considered. (Copy of GST registration no. to be provided along with Tender security/EMD). OR ii. Payment of tender security is to be made by Electronic Bank Guarantee / BG/FDR/Demand Draft and shall be submitted in original in a sealed envelope in the office of GM/Procurement & Contracts within due date and time of submission end date of tender. 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 Procurement & contracts in K-RIDE office. **The bidder shall note that the Original Bank Guarantee /Insurance Surety bond submitted through post/in person, if it does not reach before the opening of the technical bid date and**

Bi-RIDE

ITT Clause Ref.	Description
	time as specified in e-portal to the GM Procurement 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. Insurance Surety Bond Format Insurance Surety Bond shall be issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI) and shall be payable in India in favour of Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE). It shall conform to the prescribed format provided in Form – 8 of Section 3. Bank Guarantee Format (a) Bid security shall be in form of unconditional guarantee issued by any Nationalized or Scheduled Commercial Bank (Except Co-Operative Bank) of Indian origin or Scheduled commercial foreign bank having business office in India. The Bid Security Bank Guarantee shall be as per 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: (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. 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. **Bankers Detail of Employer (Bi-RIDE) for issuance of Bank Guarantee as Bid Security as per Structured Finance Messaging System (SFMS).** Beneficiary: BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED (Bi-RIDE) Bank Name: Canara Bank Branch: Prime Corporate Branch Account No. 9921201002074 IFSC Code: CNRB0002636 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. 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.

Bi-RIDE

ITT Clause Ref.	Description
	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. **a.** Unless otherwise specified in the BDF, 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. **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 the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required performance security. **c.** DELETED. **d.** The Tender security may be forfeited: 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 ii) if a tenderer misrepresents or omits the facts in order to influence the procurement process; iii) if the successful tenderer fails to: 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 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. **e.** The Tender Security of a JV shall be in the name of the JV that submits the Tender or the lead member of the JV. If the JV 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 mentioned in ITT Clause 2)
14	**The following Para is added:** 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.
15	**Sealing and Marking of Tenders The following Para to be read as:** The tenderer shall submit the technical Tender, Price Tender and the Tender Security/Tender Security Declaration through Central Public Procurement Portal i.e https://etenders.gov.in/eprocure/app. 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. The Price Bid shall be submitted through Central 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

BRIDE

ITT Clause Ref.	Description
	format of the Forms. The above forms should be scanned and submitted through **Central Public Procurement Portal**. 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.** **Bidder has to submit following documents in original as submitted in e-portal after 24 Hours from the submission of bid and before scheduled date and time of opening of technical bid.** **EMD as per clause 13.7 of ITT.**
19.7	**The following Para is added:** **Tender Opening** i. The Employer shall conduct the opening of Technical Tenders through Central Public Procurement Portal i.e**.,** https://etenders.gov.in/eprocure/app. on the date and at the time mentioned**.** The date and time of the opening of Price Tenders will be announced through Central Public Procurement Portal. 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. The Employer shall conduct the opening of Price Tenders through Central Public Procurement Portal i.e., https://etenders.gov.in/eprocure/app. of all tenderers who have submitted substantially responsive Technical Tenders and who have been determined qualified as a result of technical evaluation.
23.4	**The following Para is added:** **Deviations, Reservations, and Omissions** During the evaluation of Tenders, the following definitions apply: (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.
24.3	**The following Para is added:** **Nonconformities, Errors, and Omissions** i. Provided that a Tender is substantially responsive, the Employer may waive any non-conformity in the Tender that do not constitute a material deviation, reservation or omission. 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.

BI-RIDE

ITT Clause Ref.	Description
24.4	**The following Para is added:** **Correction of Arithmetical Errors and Omissions in Tender and Evaluation of Tender Price** 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: (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 lump sum 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.
25.6	**The following Para is added:** **Conversion to Single Currency** For evaluation and comparison purposes the currencies of the Tender shall be converted into Indian Rupees 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. Additional Performance Security in case of abnormally low Tenders will have to be submitted. 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: - 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 the Bill of Quantities, 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 New Clause 4.19 of PCC 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 under

Bi-RIDE

ITT Clause Ref.	Description
	the contract.
26.2	**The following Para is added:** **Award Criteria** 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 in equivalent INR for last five financial years**. 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 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.
29.5	**The following Para is added:** **Performance Security** The successful tenderers shall have to submit a Performance Guarantee (PG) Within Twenty-One (21) days from the date of issue of Letter of Acceptance (LOA). If the contractor fails to submit the requisite PG within 21 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated, Bi-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. 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. The above provision shall also not apply to the furnishing of a Domestic Preference Security, if so required.
New Clause-1	**LITIGATION HISTORY:** (Please see Annexure Tendering Forms) 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. 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. Any history of awards against the tenderer or any partner of a joint venture or failure to provide accurate information then the acceptance/ rejection is at sole discretion of the Employer.

Bi-RIDE

ITT Clause Ref.	Description
	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
New Clause-2	**Jurisdiction of Courts** 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**
New Clause-3	**Stamp duties and charges:** The contractor has to bear the stamp duties and charges for agreements/registration as per Karnataka stamp Act.

Bi-RIDE