

**BITES Ltd. /Contract Policy Cell/Gurugram
E-Tendering Document for works Feb 2023**

Correction Slip No. 2

- (1) **Clause 9.3 to Section 1 (Notice Inviting Tender and Instruction to Tenderers) may be deleted & replaced with the following:**

9.3 Refund of Earnest Money

The Earnest Money of the Tenderers whose Technical Bid is found not acceptable will be returned without interest within 30 days of declaration of result of technical evaluation after scrutiny of Technical Bid has been completed by the Employer subject to provisions of Clause 9.4(a) and Clause 9.4 (b). The Earnest Money of the Tenderers whose Technical Bid is found acceptable will be returned at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract subject to provisions of Clause 9.4(a) and Clause 9.4 (b). The bidder shall submit RTGS/NEFT Mandate Form as per Proforma given in Annexure VII, dully filled in.

The Earnest Money (EMD) of the successful bidder shall be returned when the bidder has furnished the required Performance Guarantee in terms of Clause 1 of the Clauses of Contract (Section-8) and signed the Agreement in terms of Clause 9 (a) of Conditions of Contract (Section-7).

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- (2) **Clause 28: List of Documents to be scanned and uploaded within the period of bid submission.**

- i) **Sl. No. 11 may be deleted and replaced with the following:**

Declaration by the Bidder in the format given in Proforma 1 of Annexure I, including certificates mentioned therein. In case of JV, each Partner of JV should submit Proforma 1 dully signed, dated & with seal separately.

- ii) **S. No. 23 may be deleted and replaced with the following:**

Declaration by Each partner of JV (in case of Large works/Normal works) as per Para 3 (Servicing of Loan/Credit Limit) of Annexure-I.

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- (3) **Note may be added in Proforma 1 of Annexure -I to Section 1 (Notice Inviting Tender and Instruction to Tenderers) at the end as given below:**

Note: In case of JV, each Partner/member of JV should submit Proforma 1 dully signed, dated & with seal separately.

(4) ANNEXURE VIII (PRE-QUALIFICATION PROFORMA) to Section 1 (Notice Inviting Tender and Instruction to Tenderers):

In the table below 'Other Documents to be submitted along with Tender Documents', Particulars of S. No. 1 & S. No. 14 may be deleted and replaced with following:

- S.No. 1 Declaration by the Bidder in the format given in Proforma 1 of Annexure I, including certificates mentioned therein. In case of JV, each Partner of JV should submit Proforma 1 duly signed, dated & with seal separately.
- S.No. 14 Declaration by Each partner of JV (in case of Large works/Normal works) as per Para 3 (Servicing of Loan/Credit Limit) of Annexure-I.

(5) Schedule 'F' in Section 4 (Proforma of Schedules) of E-Tender Document for Works

Performance Guarantee (Ref. Clause 1) 3% of Tendered Value

The above provision in Schedule 'F' may be deleted and replaced with the following:

Performance Guarantee (Ref. Clause 1) 5% of Tendered Value

(6) Section 5- TECHNICAL SPECIFICATIONS of E-Tender Document for Works

S. No. 6 to Section 5- Technical Specifications may be added as given below:

6. Items/materials to be used in Works: Applicable when Approved List of Brands/makes is given in the Tender Document

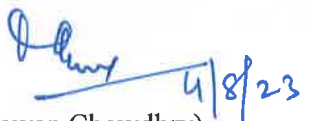
- i) Brand names of items/materials to be used as per the scope of work listed in this tender document as Approved List are indicative only. The agency/contractor should use 'Make-in-India' products as per the Govt. of India "Make in India" policy updated upto the last date of submission of bids. The agency should also consider the availability of spare parts/components for maintenance purposes while proposing any brand/manufacturer. The contractor can propose any alternate brand/make meeting the required quality/specification including minimum local content matching with those mentioned in Approved List. The rate of alternate brand/makes proposed by contractor should not vary plus/minus 10% from average rate of the brands given in Approved List. The alternate brand can be used only after the approval of Engineer-in-Charge.

If the rate of alternate brand of item/material proposed by contractor is found to be less than the lowest rate in above list, the recovery shall be affected for the difference. However no extra payment will be made if the rate is higher than the highest rate in the approved list.

- ii) The agency should submit item/materials corresponding to brands mentioned in Approved List and also alternate brands (if any) to be used in the work from local supplier along with minimum local content as specified in the contract for approval of the Engineer-in-Charge. The minimum local content is to be considered for the complete item including labour component. The agency/Contractor shall obtain the certificate for all items submitted for approval except for sundry items.
- iii) In case of non-availability of 'Make in India' brands then only the proposal for use of international brands is allowed with the prior approval of Engineer-in-Charge complying with all Government of India norms.
- iv) For any item/material not covered in the Approved List and also as given in S. No. (i) to (iii) above, the contractor shall get the samples and take approval from the Engineer-in-charge before the procurement as defined below:
- a) The contractor shall supply ISI marked item/material. In case ISI marked item/material is not available, First Quality item/material shall be accepted. The samples of the item/material shall in either case have to be got approved from Engineer-in-Charge before procurement by Contractor.
- b) The agency shall submit at least three ISI marked or Ist Quality make/brand (in case ISI marked item/material is not available) along with the current rates (the difference in rates shall not be more than 10% of the average of three ISI marked or Ist Quality make/brand) and specifications for the approval of Engineer-in-charge before procurement.
- v) It will be contractor's responsibility to ensure timely submission of samples and relevant documents for approval of Engineer-in-Charge. Contractor will have to replace the defective and substandard materials at his own cost.

No. RITES/CPC/Correction Slip No. 2 (E-Tendering Document for Works)
Date: 04.08.2023

The above Correction Slip No. 2 to RITES E-Tendering Document for Works, February-2023 is issued with the approval of the competent authority.


(Pawan Chowdhry)
ED/B&A and Head/CPC

Copy to:

1. Secy. to CMD/DP/DT/DF for kind information please.
2. CVO for kind information please.
3. All Country Heads, Vertical Heads, Regional Heads & PU/ SUB-Unit/RIO Heads
4. AGM/IT for getting uploaded on RITES website under Tenders → Standard Tender Document & GCC for Works → Standard E-Tender Document for Works Feb-23 (Correction slip No. 2) and on RITES ESS portal/ CPC Documents Tab