

BANGALORE METRO RAIL CORPORATION LIMITED



TENDER THROUGH CPP PORTAL

FOR

SUPPLY AND INSTALLATION OF ANCILLARY WORKS FOR SIX (06) ELEVATED STATIONS AND TWELVE (12) UNDERGROUND METRO STATIONS OF REACH-6 UNDER PHASE-II

TENDER NO. TR1-R6-ELE-UG

VOLUME-1

QUALIFICATION CUM TECHNICAL PACKAGE



JULY - 2026

**BANGALORE METRO RAIL CORPORATION LIMITED
III FLOOR, BMTc COMPLEX, K.H. ROAD, SHANTHINAGAR,
BANGALORE – 560 027, KARNATAKA, INDIA.**

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SUPPLY AND INSTALLATION OF ANCILLARY WORKS FOR SIX (06) ELEVATED STATIONS AND TWELVE (12) UNDERGROUND METRO STATIONS OF REACH-6 UNDER PHASE-II

Tender No. TR1-R6-ELE-UG

Summary of Tender Documents

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	B. Notice Inviting Tender
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3.	Qualification Information
4.	Form of Tender (FOT)
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VOLUME 2 : FINANCIAL PACKAGE	
	Priced Bill of Quantities
1.	Preamble to Bill of Quantities
2.	Bill of Quantities

BANGALORE METRO RAIL CORPORATION LIMITED

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Bangalore – 560 027
Karnataka, India
E-mail: contactus@bmrc.co.in
Web: www.bmrc.co.in
Date: 08.07.2026

TENDER NOTIFICATION**E-Tenders are invited through CPP Portal (<https://etenders.gov.in/>) as follows:**

Bangalore Metro Rail Corporation Limited (BMRC), a Joint Venture of Government of Karnataka (GoK) and Government of India (GoI), invites **e-Tenders** (Single stage – Two Envelope System) through Local Competitive Bidding (LCB) from suitably qualified, eligible, reputed and experienced Tenderers for the works of “*Supply and Installation of Ancillary Works for Six (06) Elevated Stations and Twelve (12) Underground Metro Stations of Reach-6 under Phase-II*”.

The brief Scope of the work is provided in Instructions to Tenderers (ITT) and the detailed description of Work is provided in ‘Technical Specifications’.

Only ‘Class-I Local Tenderer’, as defined under ITT clause 35 shall be eligible to bid in this Tender.

Key Details:

Tender Notification No: TR1-R6-ELE-UG		
Name of Work: Supply and Installation of Ancillary Works for Six (06) Elevated Stations and Twelve (12) underground Metro Stations of Reach-6 under Phase-II.		
Sl. No.	Description	
1.	Estimated Value of Work	INR 45,13,967.33
2.	Earnest Money Deposit / Tender Security	INR 90,280/- The Tenderer shall pay full EMD/Tender Security amount in the form of online payment by RTGS/NEFT/IMPS or an Electronic Bank Guarantee (e-BG) in favour of ‘Bangalore Metro Rail Corporation Limited’.
3.	Completion period of Works	05 months from date of LOA/NTP (including monsoon period)-
4.	Cost of Tender document including GST (Non-refundable)	INR 3,540/- [3,000 + 540 (GST @ 18%)]. The Tenderer shall pay Tender Fee through online only by RTGS / NEFT / IMPS.
5.	Online Sale of Tender Document	From 08.07.2026 11.00 Hrs (IST) to 24.07.2026 11.00 Hrs (IST).

Sl. No.	Description	
		Tender document can only be obtained online after registration of tenderer on eProcurement Portal (https://etenders.gov.in/).
6.	Last Date of Seeking Clarification	16.07.2026 up to 17.00 Hrs. (IST)
7.	Date and Time of Pre-Bid Meeting	17.07.2026 at 11.00 Hrs. (IST)
8.	Date and Time of submission of Tender	From 18.07.2026 @ 11.00 Hrs. (IST) to 24.07.2026 @ 11.00 Hrs. (IST)
9.	Date and Time of opening off Tender (Qualification Cum Technical Package)	27.07.2026 at 11.00 Hrs. (IST)
10.	Date and Time of opening of Tender (Financial Package)	Will be intimated to the Qualified Tenderers through e-Procurement Portal. Tenderers to trace the same.
11.	Procedure for Tender Submission	Tenderer is required to submit their Tender proposal/Bid electronically on eProcurement Portal (CPP Portal: https://etenders.gov.in/), using valid Digital Signature Certificates.
12.	Place for: i) Pre-bid meeting, ii) Submission of Tender fees, Tender Guarantee and any other submittals as per Tender document.	Bangalore Metro Rail Corporation Ltd., III Floor, BMTC Complex, K.H Road, Shanthinagar, Bengaluru-560 027 Karnataka, India.

Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Chief Engineer (Traction), through CPP portal.

For further details, please visit CPP Portal.

**Sd/-
Managing Director**

SECTION 1: NOTICE INVITING TENDER (NIT)

NIT No.: TR1-R6-ELE-UG

Date: 08/07/2026

1. Bangalore Metro Rail Corporation Limited (BMRL) invites **e-Tenders through Local Competitive Bidding (LCB) on CPP Portal** (<https://etenders.gov.in/>) in Single Stage-Two Envelope system, from suitably qualified, eligible, reputed and experienced Domestic Tenderers for the works as mentioned below:

Tender No.	Name of work	Estimated value of work (Rs.)	Earnest Money Deposit / Tender Security (Rs.)	Period of Completion
TR1-R6-ELE & UG	Supply and Installation of Ancillary Works for Six (06) Elevated Stations and Twelve (12) underground Metro Stations of Reach-6 under Phase-II.	INR 45,13,967.33	INR 90,280/-	05 months from date of LOA/NTP (including monsoon period)

2. The brief Scope of the work is provided in Instructions to the Tenderers (ITT) and the detailed description of Work is provided in Technical Specification.
3. Only 'Class-I Local Tenderers' as defined under ITT clause 35 shall be eligible to bid in this Tender.
4. Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate. 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 36.
5. Tender documents can only be downloaded / obtained online after registration of the tenderer on the e-Procurement/CPP portal (<https://etenders.gov.in/>). The Instructions for Tenderers for online Bid submission on the CPP Portal is given below to assist the Tenderer in registering on the CPP Portal, preparing their bids as per the requirements, and submitting their bids online on the CPP Portal.

5.1 Registration:

- Tenderers are required to enroll on the Central Public Procurement (CPP) Portal (<https://etenders.gov.in/>) by clicking on the link "**Online Bidder Enrolment**" on the CPP Portal which is free of charge.
- As part of the enrolment process, the Tenderer will be required to choose a unique User name and assign a password for their accounts.
- Tenderer is advised to register their valid email address/es and mobile number/s as part of the registration process. These would be used for any communication with the Tenderer.
- Upon enrolment, the Tenderer will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India.
- Only one (01) valid DSC should be registered by a Tenderer. Please note that the Tenderer is responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- Tenderer should then login to the website through the secured log-in by entering their User ID/password and the password of the DSC / e-Token.
- The Tenderer is required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given above are meant to assist the Tenderer in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- Any other information required for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/>.

5.2 Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate Tenderer to search active Tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of 'Advanced Search' for tenders, wherein the Tenderer may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
 - b) Once the Tenderer have selected the tender they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Tenderer through SMS / Email in case there is any corrigenda issued to the Tender document.
 - c) The Tenderer shall note the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
6. Interested Tenderer shall make payment of Tender fee through online only by RTGS / NEFT / IMPS as indicated in 'Key Details' of Tender Notification. No other mode of payment will be accepted. Proof of payment of Tender fee / e-receipt shall be submitted along with 'Qualification cum Technical Package'.
- The Tenderer shall submit such transaction details (proof of payment of Tender fee) along with their Tender submission on e-Procurement portal. If the same transaction reference/details have been submitted for more than one Bid, all such Bids shall be considered ineligible and summarily rejected.
7. A firm after purchase of the Tender documents in their name can submit the Tender in their name only.
8. Tender documents consist of the following Volumes/Sections,
- Volume — 1: Qualification cum Technical Package**
- Section 1 - Notice Inviting Tenders (NIT)
 - Section 2 - Instructions to Tenderers (ITT)
 - Section 3 - Qualification Information
 - Section 4 - Form of Tender (FOT)
 - Section 5 - General Conditions of Contract (GCC)
 - Section 6 - Special Conditions of Contract (SCC)
 - Section 7 - Technical Specifications
 - Section 8 - Drawings
 - Section 9 - Proforma of Securities
 - Section 10 - Annexures
- Volume - 2: Financial Package**
- Preamble to Bill of Quantities.
 - Bill of Quantities.
9. Tenderer's submittals shall be accompanied by a EMD/Tender Security for an amount as mentioned in the 'Key Details of Tender Notification', in the requisite form as described in ITT clause 14. The EMD shall be valid for a period of 45 days beyond the validity of Tender, i.e. 165 days from the last date of tender submission.
10. Tenders shall be submitted electronically only through Central Public Procurement (CPP) Portal / eProcurement Portal (<https://etenders.gov.in/>) before the last date & time Prescribed in the e-Procurement portal using a valid DSC (Digital signed certificate).
- Tenderer is requested to note that after uploading of Tender, the original documents as listed under ITT clause 9.2 shall be submitted in hardcopy 'in person' or by 'Speed post' at BMRCL office within 5 days from the last date of Tender submission. Without such original documents, Tender already submitted online, shall be liable for rejection.
11. 'Qualification cum Technical Package' will be opened as per the latest specified time and date published in the e-Procurement portal.

12. 'Financial Packages' of technically qualified Tenderers will be opened at a date and time advised by BMRCL through e-Procurement Portal.
13. The Tenderer shall provide credentials in support of their eligibility, qualifying criteria, technical capability, financial strength/support and past work experience by supporting documents / client certificates / CA's audit reports set forth in ITT Clause 3.
14. Tenders shall be valid for a period of **120 days** from the last date for submission of Tenders.
15. Submission of e-Tenders shall be closed at the prescribed last date & time for submission, after which no e-Tender will be accepted by eProcurement portal. It shall be the responsibility of the Tenderer to ensure that their Tender is submitted before the deadline for receipt of tender. BMRCL will not be responsible for non-receipt of Tender due to any delay and/or loss etc.
16. It will be the responsibility of the Tenderers to check the eProcurement portal for any Addenda /Corrigenda issued for this Tender from time to time and ensure submission of Tender submittals accordingly.
17. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.
18. BMRCL requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of Contract. In pursuance of this policy, the Employer:
 - a. will reject the Tender for the Work or rescind the Contract, if BMRCL determines that the Tenderer / Contractor have engaged in Corrupt or Fraudulent practices, at any stage.
 - b. will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if he at any time determines that the Tenderer or the Contractor has engaged in Corrupt or Fraudulent practices in competing for, or in executing, the contracts.
19. BMRCL reserves the right to accept or reject any or all Tenders in part or full without assigning any reasons. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.
20. BMRCL/CPPP will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.
21. Interested Eligible Local Tenderers may obtain further information from CPP Portal (<https://etenders.gov.in/>).
22. **Assistance to Tenderer**
 - a. Any queries relating to the Tender document and the Terms and Conditions contained therein shall be raised through CPP Portal.
 - b. 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.
 - c. For any Technical queries related to Operation of the Central Public Procurement (CPP) Portal, Contact at Tel: 0120-4001002, 0120-4001005, 0120-6277787.
Email Support:
 - (i) For Technical related: support-eproc(at)nic(dot)in;
 - (ii) For Policy related: cppp-nic(at)nic(dot)in.

Managing Director
Bangalore Metro Rail Corporation Limited

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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SECTION 2 - INSTRUCTIONS TO TENDERERS

A. GENERAL

1. Description of the work

- 1.1 Bangalore Metro Rail Corporation limited (BMRCL), a Special Purpose Vehicle (SPV) established under the Companies Act, 1956 (hereinafter referred to as "BMRCL" or "the Company" or "the Employer" or "the Client"), invites e Tenders following Single Stage - Two Cover Tender procedure, from the eligible Tenderers for "Supply and Installation of Ancillary Works for Six (06) Elevated Stations and Twelve (12) Underground Metro Stations of Reach-6 under Phase-II" (hereinafter referred to as "the works") as per terms and conditions contained in this Tender documents.
- 1.2 Details of Works are given in Technical Specifications and Bill of Quantities (BoQ).

2. Eligible Tenderers

- 2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or BMRCL.
- 2.2 **Tenders from Joint ventures / consortium are not acceptable.**
- 2.3 The Tenderer should not have been blacklisted/debarred by any Government / Government undertaking / semi Government / Government controlled institutions / projects in India during last five (5) years. The Tenderer should not have rescinded the Works after award of the contract during last five (5) years. The Tenderer shall provide an undertaking as provided at **Annexure-4**.
- Note: Last five (5) years shall be counted from 28 days prior to the **last** date of submission of the Tender.*
- 2.4 Only 'Class-I Local Tenderers' as defined under ITT clause 35 shall be eligible to bid in this Tender.
- 2.5 Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate.

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 36.

3. Qualification of the Tenderer

Tenderers who meet the below specified minimum Qualification Criteria will only be qualified.

3.1 Tender Capacity:

Eligible Tenderers will be qualified only if their available Tender capacity is more than the total Tender value. The available Tender capacity will be calculated as under:

$$\text{Assessed available Tender capacity} = (A \times N \times 2.5 - B)$$

Where;

A = Maximum value of works executed in any one year during the last five (05) years (updated to FY 2025-26 price level) 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 FY 2025-26 price level, of existing commitments and on-going works to be completed during the next five (05) months.

Note: 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 respective Employer-in-charge, not below the rank of an Executive Engineer or equivalent.

3.2 **Work Experience:**

- a. The Tenderer shall be either an individual or a company registered under the provisions of the Companies Act, 1956/ 2013 or a partnership under the Indian Partnership Act.
- b. Deleted.

3.3 All Tenderers shall provide the requested information accurately and in sufficient detail in **Section 3: Qualification Information**

3.4 To qualify for award of this Contract, each Tenderer in its name should meet the following requirements:

- a) **Average Annual Turnover:** The Tenderer shall have average Annual Financial Turnover of **INR 13,54,191/-** during the last three (3) financial years ending annual on 31.03.2025.
- b) The Tenderer in his/its name shall have satisfactorily completed "Electrical works / Steel Fabrication works" during last seven (7) years as a Prime Contractor / Subcontractor in Metro Rail Systems or Indian Railways or Airports to an extent of :
 - i. **Three works** costing not less than the amount equal to **INR 18,05,587/-** each.
 - OR
 - ii. **Two works** costing not less than the amount equal to **INR 22,56,984/-** each.
 - OR
 - iii. **One work** costing not less than the amount equal to **INR 36,11,174/-**.

Note:

- 1 *Last Seven (7) years shall be counted from 28 days prior to the last date of submission of the Tender.*
- 2 *For arriving at cost of work, the value of work shall be brought to current price level by enhancing the actual value of work at simple rate of **seven percent (7%) per annum**, calculated from the date of completion.*
- 3 *Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost/value of actually executed works and actual date of completion (in case of completed works) for such work should be submitted. The Tenders submitted without this documentary proof shall not be considered for evaluation (In case the contract comprises of different items/works, then value of the 'Electrical works and steel fabrication works' shall be indicated, which shall be considered for evaluation).*

3.5 Even though the Tenderers meet the Qualification criteria in accordance with ITT Clause 3, they are subject to be disqualified if they have:

1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
2. 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
3. Participated in the previous Tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification.

4. Cost of Tendering

- 4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

- 4.2 The Tenderers shall be deemed to have inspected and examined the site and collected all necessary information regarding all factors and conditions likely to influence in carrying out the work, before uploading on e-Procurement portal and submitting his Tender.

B. TENDER DOCUMENTS

5. Content of Tender documents

- 5.1 Tendering procedures and Contract terms are prescribed in the Tender documents. The Tender document shall include:

Volume 1: Qualification cum Technical Package

1. Notice Inviting Tenders (NIT)
2. Instructions to Tenderers (ITT)
3. Qualification Information
4. Form of Tender
5. General Conditions of Contract (GCC)
6. Special Conditions of Contract (SCC)
7. Technical Specifications
8. Drawings
9. Proforma of Securities
10. Annexures

Volume 2: Financial Package

1. Preamble to Bill of Quantities.
2. Bill of Quantities.

- 5.2 The Tenderer is expected to examine all Instructions, Forms, Terms, and Specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderer's risk and may result in rejection of its Tender.

- 5.3 In these tender documents, except where the context otherwise requires,

- a. The following words shall be used synonymously:
 1. 'Bid' and 'Tender'.
 2. 'Bidder' and 'Tenderer'.
 3. 'Tendering' and 'Bidding'.
 4. 'Employer' and 'BMRCL'.
 5. 'Bangalore' and 'Bengaluru'.
 6. Percentage 'excess (+) / less (-) / at par' and parentage 'above/below/at par'.
- b. Qualification cum 'Technical Package' shall also mean 'Technical Bid' / 'Technical Package'
- c. Financial Package shall also mean 'Financial Bid' / 'Priced Bill of Quantities' / 'Price Bid' / 'Pricing Document' / 'Pricing Schedule'. However, in the CPP Portal, Financial package will appear in the file name of 'BOQ'

6. Clarification of Tender Documents

- 6.1 Tenderers shall carefully examine the Tender documents and fully understand the conditions and matters, which may affect the work or the cost thereof. In case the Tenderer finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Tenderer shall at once address query (ies) online through Central Public Procurement Portal (e-Procurement portal).

- 6.2 BMRCL will offer clarification to such queries received through eProcurement portal up to the date specified therein. Any such queries with details of clarification sought, will be uploaded in the eProcurement portal without disclosing the identity of the Tenderer seeking clarification. No separate future communication in this regard will be entertained.
- 6.3 While all efforts have been made to make the Tender document error free, the Tenderer is advised to check the same carefully and may seek clarification(s) if any within the scheduled period only. No claims on account of any error(s), detected in the tender document, shall be entertained.
- 6.4 **Pre-bid meeting:**
- 6.4.1 The Tenderer or his authorized representative is invited to attend a Pre-bid meeting held at the Place, date and time indicated in key details/eProcurement Portal.
- 6.4.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions.
- 6.4.3. The Tenderer is requested to submit any questions online through Central Public Procurement Portal (e-Procurement portal) only, in terms of ITT clause 6.1.
- 6.4.4. Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Tenderer.

7. Amendment of Tender documents

- 7.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an Addenda/Corrigendum.
- 7.2 Such Addendum/Corrigendum will be uploaded in the eProcurement portal. It will be the responsibility of the Tenderer to frequently check the eProcurement portal for any Addenda/Corrigenda or any other updates issued from time to time and ensure submission of Tender accordingly.
- 7.3 The Tenderer is not permitted to make any alteration /modifications to the Tender conditions. No modifications to the specifications, item descriptions, etc. will be entertained.
- 7.4 Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderers should acknowledge receipt of such addenda and list them in the Tender submittals.

8. Language of Tender

- 8.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translated version in English shall govern.

C. PREPARATION OF TENDERS

9. Documents comprising the Tender

- 9.1 The Tender submittals shall comprise the following documents and Tenderer shall upload clear and readable scanned copies of these documents on e-Procurement Portal.

i) Qualification cum Technical Package

- a. Tender Security/EMD, in accordance with ITT clause 14.
- b. Qualification Information Form and Documents (in accordance with Section-3);
- c. The Form of Tender (in the format indicated in Section 4),
- d. Details of Bank Account as per Annexure-3, Section-10.
- e. Format of Declaration towards Debarment/Blacklisting as per Annexure-4, Section-10.
- f. Undertaking as per Annexure-5, Section -10.
- g. Certificate confirming 'site visit' as per Annexure-7
- h. Self-certificate and declaration for 'Local Content' along with the declaration for the source of the materials/services, as per Annexure-8.
- i. 'Certificate for Eligible Source Countries' as per Annexure-9.
- j. 'Tenderer Information and Tender fee paid details' as per Annexure-10.

and any other documents required to be completed and submitted by Tenderers in accordance with these instructions. **The documents listed under Sections 3 and 4 shall be filled in without exception.**

ii) Financial Package

- a. The Tenderer shall fill in and complete the Bill of Quantities (in the format indicated in Volume-2) in accordance with ITT Clause 11 and preamble to 'Bill of Quantities' and submit the duly completed BoQ. online through Central Procurement Portal only.
- b. **No hardcopy of commercials (Priced BoQ/Quoted Percentage/Amount) should be attached or disclosed elsewhere.**

In case, the hardcopy of commercials are disclosed elsewhere, the Tender will be summarily rejected.

9.2 Original Documents (Hardcopy):

The Tenderer is required to submit the following documents in original (hard copy) within the time and place mentioned in ITT clause 16.10.

- a. Tender Security/Earnest Money Deposit(EMD), as per ITT clause 14,
- b. Notarized Power of Attorney and Board resolution (as applicable) as per ITT clause 15,
- c. Copy of Acknowledgement from eProcurement Portal (i.e. Successful bid submission message with 'Bid Summary'),
- d. Hardcopy of any other documents explicitly required in Tender document.

In case of failure in submission of the above documents within stipulated date and time, the Tender may be treated as incomplete and be liable for rejection.

10. Form of Tender

The Tenderer shall complete the 'Form of Tender' furnished in the Tender documents and submit duly signed (physically /digitally) along with the Qualification cum Technical Package.

The Tenderer shall submit the Priced Bill of Quantities indicating the percentage excess (+) or less (-) or at par of the 'Estimated cost of work' and amount with the Financial Package in the eProcurement Portal.

11. Tender prices

- 11.1 **This is a Percentage Tender.** The Tenderers shall quote percentage **excess (+) or less (-) or at par** of the 'Estimated cost of work', for whole of the Works on a "single responsibility" basis such that the total Tender price includes all the Tenderer's obligations mentioned in or to be

- reasonably inferred from the Tender Documents in respect of the fabrication, supply, installation, subcontracting (if any) and completion of the Works.
- 11.2 The Tenderer shall fill in percentage [excess (+) or less (-) or at par] of the works described in the Summary of Bill of Quantities. The percentage quoted shall be reasonable and balanced.
- 11.3 Items, against which no rates or prices are indicated in the Bill of Quantities, shall be deemed to have been covered in the rates of other item/s and prices in the Bill of Quantities and will not be paid separately.
- 11.4 The Employer shall deduct at source from the payments to the Contractor which the Employer will be required by law for deposition with the statutory authorities in India. The Employer shall further furnish to the Contractor a certificate for such tax deducted at source.
- 11.5 The Contractor shall maintain complete records in respect of payments made by them for taxes and duties payable to various authorities (except Income Tax or Corporate Tax) and advise the Employer the summary of such payment every month in a format advised by the Employer during execution of the contract.
- 11.6 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole of the Works as described in the Tender Documents, based on the unit rates and prices in the Bill of Quantities submitted by the Tenderer.
- 11.7 The Contract shall be for the whole of the Works as described in Clause 1.0 of ITT, based on the priced Bill of Quantities submitted by the Tenderer.
- 11.8 **Taxes & Duties:**
- 11.8.1 The quoted price shall be for the complete requirements of the Works specified on a single responsibility basis.
- a. The quoted price shall be inclusive of all applicable taxes, duties, cess and levies under applicable Acts, but **exclusive of GST** as specified under GCC Clause 39. BMRCL will pay the GST on value of supplies/works done as invoiced by the contractor, at rates as per applicable Law.
 - b. In case of import, it should be done against Contractor's Import License. Custom Duty, Port handling and associated expenses shall be included in the Contract price in Indian Rupees.
 - c. The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.
- 11.8.2 Income tax and other statutory deductions of the State & Central Government as applicable from time to time shall be made from the Contractor's Bills & directly remitted to concerned department by BMRCL. If the income tax is to be deducted at lower rate, then the Contractor has to furnish a lower deduction certificate issued by the jurisdictional IT authorities.
- 11.8.3 The Contractor shall maintain complete records in respect of payments made by them as required by Law. The Contractor shall furnish along with the 2nd and subsequent bills copies of all the purchases of Goods and Services made within the State of Karnataka.
- 11.9 Any additional item not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD/ CPWD Schedule of Rates of the respective year excess or less Tender premium which the BMRCL has accepted. If the item required is not found in any of the schedule of Rates of KPWD or CPWD, then rate shall be worked out as stipulated in GCC Clause 35.
- 11.10 The percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, unless provided otherwise in the General Conditions of Contract.

- 11.11 A Tender submitted with an adjustable price quotation will be treated as non-responsive and summarily rejected, pursuant to ITT Clause 25.
- 11.12 The rates / percentage should be written in numerals upto two decimals (02) only (the same shall also be clearly written in words, in case of physical form of Tender). If the Tenderer indicates anything other than numerals, the Tender will be summarily rejected.
- 11.13 Proof of GST paid to the Government shall be submitted to BMRCL along with succeeding Bills and also, the GST paid against the final bill shall be submitted before release of Performance Bank Guarantee/ e-BG.
- 11.14 **Pricing Document - Bill of Quantities**
- The 'Bill of Quantities' (BOQ)/'Pricing Document'/'Price Bid' is included in Excel format (*.xls) under 'Tender Documents' of the e-Procurement portal.
 - The Tenderer shall complete the Pricing Document (Bill of Quantities) in accordance with the instructions described in 'Preamble to Bill of Quantities' (Volume-2). The priced and completed Bill of Quantities- Pricing Document shall be submitted under 'Financial Package' only.
 - Tenderer is required to note that they should necessarily submit the 'Price Bid' in the format provided and no other format is acceptable. If the Price Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by the Tenderer. Tenderer is required to download the BOQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes for each schedule and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the Tenderer shall save it and submit it online, without changing the filename/context, etc. If the BOQ file is found to be modified by the Tenderer, the Tender will be rejected.

12. Tender Currency

The Currency of Tender is Indian Rupees only.

13. Tender Validity

- 13.1 Tenders shall remain valid for a period as specified in Appendix to Form of Tender (Section 4) after the deadline date for Tender submission specified in Clause 17 of ITT. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderer's may extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit / Tender Security. 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 / Tender Security for a period of the extension, and in compliance with Clause 14 in all respects.

14. Tender Security/EMD

- 14.1 The Tenderer shall furnish, as part of its Tender, interest free Tender Security/EMD to protect BMRCL against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 14.5.
- 14.2 The Tenderer shall pay/furnish with his Tender Security (EMD) for the value indicated in e-Procurement portal in the following mode:

a. Online payment by RTGS/NEFT/IMPS,

or

- b. An irrevocable **Electronic Bank Guarantee (e-BG)*** issued in favour of 'Bangalore Metro Rail Corporation Ltd', from Indian Schedule Bank (excluding Co-operative banks) or from a Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second schedule preferably drawn on and payable and extendable at a designated Branch in Bangalore, as per the proforma given in Proforma-A, Section-9.

The Tender Security/EMD shall remain valid for a period specified in 'Appendix to Form of Tender'. The validity of Tender Security/ EMD shall be extended by the Tenderer suitably in line with the extension of Tender validity as per ITT clause 13.

** In case of Tender Security/EMD issued in the Form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing Bank to the Employer's Bank through SFMS. Bank details is given in ITT clause 14.5.*

The Scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message) /MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the Tenderer in the e-Procurement Portal as a part of his Offer during Tender submission. The Tenderers should ensure that scanned copy of BG is uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by the Employer.

The Original Bank Guarantee shall compulsorily be submitted in the BMRCL office before scheduled date, time and place as specified under ITT clause 16.10. The Tenderer shall note that the Original Bank Guarantee is submitted in person /speed post and if not received before the scheduled date and time as specified in ITT clause 16.10, the Tender will be summarily rejected.

The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.

- 14.3 Tender Security/EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of Tender Security/EMD and non-submission of hardcopy as per ITT clause 16.10 will be liable for rejection.

However, BMRCL reserves the right to accept or reject the Tender Security/EMD with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

- 14.4 The Tender Security/EMD of unsuccessful Tenderers will be released / returned, when the Contract Agreement has been signed with the successful Tenderer. However, the Tender security of the successful Tenderer will be released/returned on receipt of the Performance Security/ Security Deposit by the Employer and upon signing of the Contract Agreement as per Annexure-1, Section 10.

- 14.5 The Tender Security/EMD may be forfeited:

- a. If a Tenderer withdraws or amends its Tender during the period of Tender validity,
OR
- b. If a Tenderer resiles abandon from a Tender,
OR
- c. In case the successful Tenderer fails to:
 - i) Furnish the required Performance Security/Security Deposit as per ITT clause 30, and
 - ii) sign the Contract Agreement as per ITT clause 29.

- 14.6 The tender will be summarily rejected by the Employer in case of:

- a. Failure to deposit online EMD portion or failure to upload clear & readable copy of Bank Guarantee towards EMD.

- b. Failure to submit the original Bank Guarantee to BMRCL office within the date & time specified,
- c. If EMD (Tender Security) is in the form of Bank Guarantee/ e-BG and is from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Scheduled.
- d. Tender Security (EMD) in the form of Bank guarantee/ e-BG is from a Co-operative bank.
- e. Tender Security (EMD) amount is less than the required amount as mentioned in NIT.
- f. Bank Guarantee's/ e-BG validity is less than Tender validity as mentioned in ITT clause 13.

In case Tender Security (EMD) is in the form of e-BG/BG, and e-BG/BG validity fulfils the "Tender validity Period", but falling short in regard to period of "Tender Security (EMD) Validity", the Employer shall request such Tenderer(s) in writing to submit compliance EMD/Tender Security) within 10 (ten) working days from the date of request. Failing to provide a compliant Tender Security (EMD) within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive.

- 14.7 In case the Bidder submits Electronic Bank Guarantee (e-BG), entity number of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL) and Email ID shall be as indicated in NIT clause 22.
- 14.8 If the Bidder has opted to submit the Tender Security in the form of Electronic Bank Guarantee (e-BG), copy of the e-BG shall be uploaded/ attached in the CPP Portal.
- 14.9 To facilitate online payment through RTGS / NEFT / IMPS or to send the SFMS, the details of bank account of BMRCL is mentioned below:

Account Name	Account No.	Name of Bank	Bank's Branch	IFSC code
Bangalore Metro Rail Corporation Ltd.	840420110000760	BANK OF INDIA	Cantonment, Bengaluru	BKID0008404

15. Format & Signing of Tender

- 15.1 The Tenderer shall prepare and submit their Tender comprising (but not limited to) as described in 'Instructions to Tenderers'
- 15.2 All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and all the pages shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer before scanning and uploading (in .pdf/ .jpg/ .jpeg format). All pages of the Tender, where entries or amendments have been made, shall be initialed and dated by the person or persons signing the Tender.
- 15.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initiated by the person signing the Tender.
- 15.4 Any individuals signing the Tender or other documents connected therein should specify whether he is signing:
 - (i) as sole proprietor of the firm or as attorney of the sole proprietor;
 - (ii) as a partner or partners of the firm;
 - (iii) as a Director, Manager or Secretary in the case of a limited company with a copy of Notarized Power of Attorney duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Articles of Association.

- 15.5 The original Notarized Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.

15.6 Tender Fee /Tender Document Cost

The payment of Tender fee/ Tender document cost shall be made online only by RTGS/ NEFT/ IMPS. No other mode of payment will be accepted. The details of Bank account of BMRL to facilitate the payment is mentioned in ITT clause 14.9. The Tenderer will be required to upload scanned copies of transaction of payment of tender fee/tender document cost including e-receipt (clearly indicating UTR No. and tender reference, i.e. Contract: TR1-R6-ELE-UG, which must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered).

Note: The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details as per Annexure-10 along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid, all such bids shall be considered ineligible and summarily rejected.

D. SUBMISSION OF TENDERS

16. Sealing and marking of Tenders

- 16.1 All Tender proposals digitally signed along with the other Qualifying documents should be submitted Electronically through Central Public Procurement Portal on or before the last date and time for Tender submission as published therein.
- 16.2 Tenderer, in advance, shall prepare the Tender submittals to be uploaded as indicated in the tender document / schedule and they shall be in PDF / XLS / RAR formats. Tenderer shall ensure that the Tender submittals are legible and scanned with 200 dpi or above.
- 16.3 Tenderer should log into the portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e. on or before the last date & time for Tender submission. Tenderer will be solely responsible for any delay due to other issues.
- 16.4 The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the tender document.
- 16.5 The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Tenderers, opening of proposal etc. The tenderers should follow this time during proposal submission.
- 16.6 The necessary certificates/documents in support of fulfilling eligibility criteria and Technical requirements shall be scanned and attached to e-Procurement portal.
- 16.7 To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every Tender, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Tenderers. Tenderers can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a Tender, and need not be uploaded again and again. This will lead to reduction in the time required for Tender submission process.
- 16.8 Tender fee / Tender document cost: Tenderer has to select the instrument type & enter the details of transaction of payment of tender fee / tender document cost done by RTGS / NEFT / IMPS as applicable and upload scanned copy of transaction receipt as documentary proof for payment, in accordance with ITT clause 15.6

- 16.9 Tender Security: Tenderer should submit the EMD/Tender Security in accordance with ITT clause 14.

16.10 Original Documents to be submitted in hardcopy:

The Tenderer shall seal and submit the original documents listed in ITT clause 9.2 in original (hard copy) by speed post or in person at BMRCL office within five (05) days of last date of online Tender submission. Only the Tenders submitted & accepted online, the hardcopies will be considered for evaluation. The hardcopies should carry/accompany copy of “soft copy submitted, time and acceptance acknowledgement from Employer/eProcurement Portal.

The envelop shall bear the following identification:

TENDER NO:

ORIGINAL SUBMITTALS AS PER ITT CLAUSE 9.2

BMRCL Office Address for submission of hardcopy:

To

Chief Engineer (Traction),
Bangalore Metro Rail Corporation Limited,
III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore-560 027,
Karnataka, India.

The Tenderers can submit the hard copies by ‘Speed Post’ or ‘in person’ at the above address during 11.00 am to 05.00 pm on all working days. In case, 5th day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

- 16.11 All Tenderers have to submit “unconditional Tenders and without any deviations”, together with requisite Tender Security/EMD.
- 16.12 Tenderer shall submit their ‘Financial Bid/Price Bid’ as per the format provided in the eProcurement portal only and no other format is acceptable. Tenderers are required to download the BOQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Tenderer). No other cells should be changed. Once the details have been completed, the Tenderer shall save it and submit it online, without changing the filename & format. If the BOQ file is found to be modified by the Tenderer, the bid will be rejected.
- 16.13 The server time (which is displayed on the Tenderer’ dashboard) will be considered as the standard time for referring the deadline for submission of the Tender by the Tenderer, opening of Tender etc. The Tenderer shall follow this time during Tender submission.
- 16.14 The uploaded Tender documents shall become accessible only after the tender opening by the authorized Tender openers.
- 16.15 Upon the successful and timely submission of Tender (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & ‘Bid Summary’ will be displayed with the Tender no. and the date & time of submission of the Tender with all other relevant details.
- 16.16 The Bid Summary has to be printed and kept as an acknowledgement of the submission of the Tender. This acknowledgement may be used as an entry pass for any Tender opening meetings.

17. Deadline for submission of the Tenders

- 17.1 Tenders must be submitted online through Central Public Procurement Portal on or before the date and time as specified in the eProcurement Portal and in time submission of tender is the responsibility of the Tenderer. Original Documents (Hard copy) as listed under ITT clause 9.2 shall be submitted in the place, date & time as specified in ITT clause 16.10.
- 17.2 BMRCL may, at their discretion, extend the deadline for submission of tenders by issuing an amendment in which case all rights and obligations of BMRCL and the Tenderers Previously subject to the original deadline shall thereafter be subjected to the new deadline as extended.

18. Late Tenders or Delayed Tenders

- 18.1 Submission of Tender shall be closed on eProcurement Portal at the date & time of submission prescribed in NIT after which no tender shall be accepted.
- 18.2 It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on eProcurement Portal (i.e. Central Public Procurement Portal: <https://etenders.gov.in/>) before the deadline of submission. BMRCL will not be responsible for any delay, internet connection failure or any error in uploading of tender submission. The Tenderer is advised to upload their submissions well before the due date and time of tender submission to avoid any problem and last-minute rush. Tenderer alone is responsible for timely submission of his tender.
- 18.3 Hardcopies received by BMRCL after the deadline for submission as mentioned in ITT clause 16.10 will be rejected.
- 18.4 The Employer may, at his discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with ITT clause 7, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

- 19.1 Tenderer may notify and correct or upload any relevant document in the portal till Tender submission date and time as published in the e-Procurement Portal.
- 19.2 No Tenderer can modify/substitute the Tender after the deadline for submission of Tenders.
- 19.3 Withdrawal or modification of a Tender during the intervening period between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer in the Tender Form will result in forfeiture of Tender Security/EMD pursuant to ITT clause 14.

E. TENDER OPENING AND EVALUATION**20. Tender opening****20.1 Qualification Cum Technical Package:**

- 20.1.1. The Tenders will be opened at the time and date as specified in 'Key details' of Tender Notification. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- (a) The Tenders shall be opened online by the opening committee on due date and time of Tender opening. On opening of the Tender, BMRCL will first check the Tender cost and Tender Security through online mode by cross verifying with the details of online transaction or submission of the original documents (Hard copy) in accordance with ITT clause 9.2, as the case may be.

'Technical package' of those tenderers who have not submitted 'Tender Security' and 'Cost of Tender Documents' shall not be opened.

- (b) Tenders which are not accompanied by a valid 'Tender Security' and valid 'Cost of Tender Documents', or are accompanied by an unacceptable or fraudulent Tender Security/Tender cost is liable for rejection by the Employer.

20.1.2. The 'Qualification cum Technical Package' of all tenderers who have submitted valid Tender Security and cost of tender document shall be opened online through eProcurement Portal.

20.1.3. The Tender will be examined for the following submittals:

- i) Presence of valid Tender Security/EMD and Tender fee;
- ii) Presence of 'Qualification cum Technical Package' and all enclosures as per ITT clause 9.1(i) and,
- iii) Submission of original documents as per ITT clause 9.2.

20.1.4. The Employer will evaluate and determine whether each Tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required **Earnest Money Deposit** as per stipulations in ITT Clause 14; and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20.1.5. If Tender contains any deviation/s from the Tender documents and /or if the same does not contain Tender Security in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.

Tenderers, whose 'Qualification cum Technical Package' are found acceptable after evaluation, would be informed of the date and time of opening of 'Financial Package' through e-Procurement Portal.

20.2 Financial Package:

20.2.1 The Financial Package of the tenderers, whose 'Qualification cum Technical package' were found acceptable, will be opened in the presence of those Tenderers (or) their representatives, who choose to be present and also can view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Package opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time on the next working day.

20.2.2 The Tenderer's name, the Percentage rate (Excess or less or at par), Tender Price, the total amount of each Tender, any discounts, Tender Modifications and Withdrawals, and such other detail as the Employer may consider appropriate, will be announced by the Employer at the opening.

20.2.3 Further, it is to be noted that mere announcement of the Tender prices, Total amount quoted by the Tenderers shall not be construed as Final, until and unless, the Employer determines the successful Tenderer taking into account ITT clauses 22, 23, 24 and 25.

20.2.4 Conditional Tenders are not acceptable and will be summarized rejected.

20.2.5 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present.

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.

21.2 From the time of Tender opening to the time of Contract award, no Tenderer shall contact the Employer on any matter related to the Tender, except on request and prior written permission.

- 21.3 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 Tender submittals

- 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 break downs of unit rates. The request for clarification and the response shall be in writing, 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 ITT Sub-clause 24.
- 22.2 Subject to ITT sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time of the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or Contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

- 23.1 The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.
- The Employer may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- 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; or
 - b) which limits in any substantial way, the Employer's rights or the Tenderer's obligations under the Contract; or
 - c) is inconsistent with the Tender documents, or
 - d) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

- 24.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors, in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:
- (a) In case of physical form of tendering, where there is a discrepancy between amount in figures and in words, the amount in words will govern. However, in case of eTendering, the amount in figures will govern.
 - (b) Where there is a discrepancy between quoted rate of percentage excess (+) or less (-) or at par and amounts derived, the quoted rate of percentage excess (+) or less (-) or at par will govern.
 - (c) If percentage of rate is not mentioned, as excess (+) or less (-) or at par, the same will be considered at par.

- (d) In case of physical form of tendering, if any Tenderer quotes more than one rate of percentage, the lowest rate shall be considered.
 - (e) Though the percentage is indicated but the percentage rate excess (+) or less (-) or at par is not indicated, the percentage rate shall be considered at par and the amount shall be calculated accordingly.
 - (f) If the percentage rate is selected as 'at par' and the percentage is indicated other than 'zero' under respective column, then percentage rate shall be considered 'at par' and the amount shall be calculated accordingly.
 - (g) In case of physical form of tendering, if the percentage rate has been quoted either in words or figures only, then such quoted percentage shall be considered for evaluation.
 - (h) The percentage should be written in numerals up to two (2) decimals only.
 - (i) In case of physical form of tendering, the percentage shall also be clearly written in words. If the Tenderer indicates anything other than numerals, the Tender will be summarily rejected.
 - (j) In case of physical form of tendering, any cutting/overwriting in Tender Documents shall be initialed by the authorized signatory of the Tenderer.
- 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 Tender Security/EMD shall be forfeited in accordance with ITT sub-clause 14.5.
- 24.3 Tenders will be compared in Indian Rupees (INR) only as the quoted rates / prices are in INR.

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 ITT Clause 23. No Tender will be considered if complete requirements covered in the scope of work is not included in the Tender.
- 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 ITT Sub-clause 24; and
 - (b) Making appropriate adjustments to reflect discounts or other price modifications offered.
- 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 Tenders received will be evaluated by the Employer to ascertain the lowest acceptable Tender in the interest of the Employer, as specified in the specification and Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

F. AWARD OF CONTRACT

26. Award criteria

- 26.1 Subject to ITT Clause 28, 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 ITT Clause 2, and
- (b) Qualified in accordance with the provisions of ITT Clause 3.

26.2 Notwithstanding the Clause 26.1, BMRCL reserves right to accept the Tender in part or full which is monetarily beneficial to BMRCL. BMRCL's decision in this regard shall be final and binding.

27. Employer's right to vary Quantities during the Contract

27.1 The Employer reserves the right during the pendency of Contract to increase or decrease the quantity of the items originally specified in the Bill of Quantity without any change in unit price or other terms and conditions as defined GCC Clause 34 and the respective Special Conditions of Contract.

28. Employer's right to accept any Tender and to reject any or all Tenders

28.1 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.

29. Notification of award and signing of Agreement

29.1 Prior to expiration of the period of Tender validity prescribed by the Employer or extended period pursuant to ITT clause 13, the Employer will notify the successful Tenderer by uploading scan copy of 'Letter of Acceptance' (LOA) on eProcurement Portal that his Tender has been accepted. The Successful Tenderer shall confirm his acceptance through eProcurement portal. The tenderer shall also download the copy of the Letter of Acceptance and required to return duly signed (on all pages) copy of LoA, including their unconditional acceptance thereof so as to reach BMRCL within seven (7) days from the date of issue of LoA. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the amount which the Employer will pay the Contractor in consideration of the execution, completion (including Integrated Testing and Commissioning) and remedying any defects in the Works by the Contractor as prescribed by the Contract.

29.2 Date of issue of 'Notice to Proceed' shall be the "Commencement Date" of the Contract.

29.3 In the event of award of the Contract, the following shall generally be the sequence of events in the order given below:

- (i) Approval by the Competent Authority,
- (ii) Letter of Acceptance,
- (iii) Signing of Contract,
- (iv) Notice to Proceed.

29.4 Unless until a formal agreement is prepared and executed, the Tender together with 'Letter of Acceptance' shall constitute a binding Contract between both the Parties.

29.5 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of ITT Clause 30.

29.6 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. Within 30 days of receipt of LOA, the successful Tenderer will sign the Agreement and deliver it to the Employer.

29.7 Upon the furnishing of the Security Deposit by the Successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge its Earnest Money Deposit / Tender Security, pursuant to ITT Clause 14.

29.8 The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.

30. Security Deposit / Performance Security

30.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer, a Security deposit in accordance with GCC Clause 25 for an amount as specified in 'Appendix to Form of Tender' (Section 4).

30.2 **Additional Performance Security:**

Tenderer shall furnish an additional Performance Security for abnormally low quoted Tenders which shall be calculated as below:

- (i) If the Tender price offered by the lowest Evaluated Tenderer is lower than 10% but upto 20% of the Estimated cost, then the additional performance security shall be calculated @ 10% of the difference in the (a) Estimated cost (as mentioned in NIT) - 10% of the estimated cost and (b) the Tender price offered by the lowest evaluated Tenderer.
- (ii) If the Tender price offered by the lowest evaluated Tenderer is lower than 20% of the estimated cost, then the additional Performance Security shall be calculated @ 15% of the difference in the (a) Estimated cost (as mentioned in NIT) - 10% of the estimated cost and (b) the Tender price offered by the lowest evaluated Tenderer.

30.3 Failure of the successful Tenderer to comply with the requirements of ITT Sub-Clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit.

31. Corrupt or Fraudulent practices

31.1 The BMRCL requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such Government Financed Contracts. In pursuance of this policy, BMRCL:

(a) Defines, for the purposes of this provision, the terms set forth as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - (ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of BMRCL/Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition;
- (b) 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;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed Contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed Contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 46.2 of the General Conditions of Contract.

32. One Tender per Tenderer

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

33. Site visit

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.

Certificate conforming visit to site shall be furnished with 'Qualification cum Technical package' in the form given in **Annexure-7**.

34. General terms

- a) Time is the essence of this contract. works envisaged under this contract are required to be completed in stages as per 'Key Dates' mentioned in 'Attachment to Form of Tender' in all respects.
- b) The work at site shall be commenced in all earnestness within 20 days from the date of issue of LOA/Notice to Proceed failing which it would be presumed that the contractor is not interested in the work and action may be taken to get the work executed through an alternate agency all at the cost and sole risk of the contractor.
- c) All standards, technical specifications and codes of practice referred to shall be latest editions including all applicable official amendments and revisions. The contractor shall make available at site all relevant specifications and standard codes of practice as applicable.
- d) In case of discrepancy among standard codes of practice, technical specifications and provisions in sub clauses in this Tender, the order of precedence will be as below:
 - i. Provisions in the Tender
 - ii. Technical specifications
 - iii. Standard codes of practice
- e) The levels, measurement and other information concerning the existing Viaduct site shown on the conceptual/layout drawings are believed to be correct, but the contractor should verify them himself and also examine the nature of the ground as no claim or allowance whatsoever will be not entertained on account of any errors or omissions.
- f) The Contractor shall plan his works keeping in view restriction of approach and availability of space and time. The operations like handling/transportation of Miscellaneous Items (Caution Boards, Door Mat, MET covers & Signages, Tables & Chairs & Cable Clamps etc.) works may have to be carried out in nights also for which no claim will be entertained.
- g) The Tenderer shall be deemed to have inspected the site and its surroundings beforehand and taken into account all relevant factors pertaining to the site in the preparation and submission of the Tender.
- h) While all efforts have been made to avoid errors in the drafting of the tender documents, the tenderer is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

G. PREFERENCE TO MAKE IN INDIA**35. Local Content****35.1 Local Content (LC):**

Minimum "Local Content" (LC) shall be 60% for 'Class-I Local Tenderer'.

All Tenderers shall certify in their Tender that the Local Content in their Tender is 60%.

Definitions of 'Class-I Local Tenderer' is as mentioned in 'General Conditions of Contract' of this

Tender document.

However, a Tenderer who has been debarred by any procuring entity, for violation of any Procurement Preference Order/Policy, shall not be eligible to participate in this Tendering process during the period of the debarment.

Class-II 'Local Tenderer' and 'Non-Local Tenderer' are not eligible to participate in this Tender.

35.2 **Verification of 'Local Content' (LC):**

The Tenderer shall submit following documents:

Self-certification, as per Proforma given in '**Annexure-8**', that the item/s offered meets the minimum 'local content'. Absence of such certificate in their Tender submittals shall disqualify the Tenderer.

- 35.3 a) Tenderers shall note that the declaration regarding Local Content and its correctness shall be the sole responsibility of the Tenderer/Contractor. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- b) Tenderers are advised to note the contents of Government of India Order No. P-45021/2/2017-PP (BE-II) – Part (4) dated 19-07-2024, issued by the 'Department for Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry regarding Public Procurement (Preference to make in India), with all its latest amendments as on the date of 'Notice Inviting Tender' for further clarification.
- c) Tenderers are advised to note that the 'Local Content' is provided in this Tender as per the orders issued by respective Nodal Ministries as per Clause 14 of PP(PMI) Order dated 19-07-2024 and Ministry of Housing and Urban Affairs letter No K-14011/08/2017/MRTS-Coord Dated 14.10.2020.
- d) Tenderers are also advised to note the contents of Government of India Office Memorandum No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 issued by the 'Department of Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry, regarding clarification on local content.

36. **Eligible Source Countries of the Tenderer**

- 36.1 Any Tenderer, from a country which shares a land border with India, 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".

['Competent Authority and Procedure for Registration' shall be as defined in Annexure-I of Order (Public Procurement No. 4) dated 23.02.2023 issued by Ministry of Finance, GoI].

Note:

Tenderers are advised to note and comply with the contents of Order (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India.

- 36.2 The successful Tenderer shall not be allowed to subcontract works to any Contractor from a country which shares a land border with India, 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, unless such Contractor is registered with the "Competent Authority".
- 36.3 In this regard, the Tenderer shall provide a certificate as per Proforma given in '**Annexure-9**'. If such certificate given by the Tenderer whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

SECTION 3: QUALIFICATION INFORMATION

- 1.0 The information to be filled in by the Tenderer hereunder will be used for purposes of evaluating the eligibility and qualification criteria of the Tenderer as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1	Constitution or legal status of Tenderer	[Attach copy]
	Agency in which Registered (with Registration No.)	 (Attach Copy)
	Principal place of business:	

	Particulars	Financial Year	Total Value of works for the year	Multiplication factor for updation of value of works to 2024-25	Total value of Works updated to FY 2024-25
1.2	Total value of works (*) executed and payments received year wise in the last five years (in Rs. Lakhs)#	2020-21		1.31	
		2021-22		1.22	
		2022-23		1.14	
		2023-24		1.07	
		2024-25		1.00	

* Value of work as defined in ITT clause 3

- Attach Certificate from practicing Chartered Accountant

- 1.3 Information on works which are yet to be completed and works for which Tenders have been submitted as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakh)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

.....

.....

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakh)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

.....

.....

- 1.4 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

.....

.....

- 1.5 Work performed as Prime Contractor (in the same name) during the last Seven (07) years counted 28 days prior to the last date of Tender submission (with respect to ITT Clause 3.4 (b)).

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of Work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Note:

1. Last Seven (7) years shall be counted from 28 days prior to the **last** date of submission of the Tender.
2. For arriving at cost of work, the value of work shall be brought to current price level by enhancing the actual value of work at simple rate of Seven percent (07%) per annum, calculated from the date of completion.

- 1.6 Not Applicable.

- 1.7 Reports on the financial standing of the Tenderer, such as profit and loss statements, Balance Sheets (Provisional financial statements are not acceptable) and Auditor's reports for the last five years;

1.8 Key Personnel:

Supervisor shall be deployed for executing the work at site on this Contract, if awarded.

- 1.9 Proposals for subcontracting components of works amounting to more than 20% of the Contract Price [for each, the qualifications and experience of the identified subcontractor in the relevant fields should be attached.]

Item of Work	Value of Subcontract	Identified Sub-contractor (Name and address)	Experience of similar work

.....

.....

- 1.10 Deleted

1.11 Deleted

- 1.12 Information on litigations in which the Tenderer is involved and undertaking to be furnished as per the format given in Annexure 4.

Employer	Other Party(ies)	Details of dispute	Amount involved	Remarks showing present status

.....

.....

SECTION 4: FORM OF TENDER

NIT No:

Description of Work:

To:

.....,

..... (name and complete address of the employer),

.....,

Bangalore, PIN:,

Karnataka, India.

Dear Sir / Madam,

1. Having examined and understood the Instructions to Tenderer, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender notification no. ----- dated----- including any addendum /amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender documents online through Central Public Procurement (CPP) Portal, which includes the following for the said work;
 - a) Tender Fees /Cost of Tender document,
 - b) Tender Security/ EMD,
 - c) Qualification cum Technical Package,
 - d) Financial Package.
2. I/We hereby agree to submit the original documents in hardcopy as stipulated under ITT clause 19.2.
3. I/We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Tender Documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the 'Priced Bill of Quantities' which are made part of 'Financial Package'.
4. We understand that you are not bound to accept the lowest or any Tender you receive.
5. We hereby confirm that this Tender complies with the Tender validity and Tender Security/ EMD required by the Tender documents.
6. We undertake, if our Tender is accepted, to execute the Works in accordance with the Stipulated Completion Date specified in the 'Appendix to Form of Tender'.
7. If our Tender is accepted, we will submit the Performance Security for a sum equivalent to **ten percent (10%)** of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 25 of GCC.
8. We agree to abide by this Tender for the Tender validity period specified in Clause 13 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
9. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
10. We confirm that we comply with the eligibility requirements as per ITT Clause 2 and clause 3 of the Tender documents.

11. We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Dated this day of 20

Yours faithfully,

(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of
"....."

[To be submitted duly printed, signed and stamped by the Tenderer on Tenderer's letter pad)

or

To be digitally signed, using Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage issued by any Certifying Authority recognized by CCA India), by the authorised signatory of the Tenderer on Tenderer's letter pad].

APPENDIX TO FORM OF TENDER**SALIENT FEATURES OF CONTRACTS (CONTRACT DATA)**

SI No.	Reference Contract Clause	Description
1.	Employer's Name & Address	BANGALORE METRO RAIL CORPORATION LIMITED III FLOOR, BMTc COMPLEX, K.H. ROAD, SHANTHINAGAR. Bangalore, PIN:560 027 Karnataka, India
2.	Warranty / Defects Liability Period (GCC clause 50)	The Warranty/Defect liability period shall start from the date of acceptance by the Employer and shall continue until 12 months from the date of acceptance as in GCC clause 32
3.	Validity of Tender (ITT clause 13)	120 days from the latest date of submission of Tenders as per ITT clause 13.
4.	TENDER SECURITY/ EMD (See Clause 14 of ITT)	Tenderer shall submit with his tender the Tender Security/EMD for an amount of INR 90,280/- as per 'Proforma-A' in its original form; copies will not be accepted. EMD shall be valid for 45 days beyond Tender Validity (i.e. 120+45= 165 days from the latest date of submission of Tender).
5.	Contractor's Name & Address with telephone No and e-mail id	 (To be filled in by the Tenderer)
6.	The Work consists of	Supply and Installation of Ancillary Works for Six (06) Elevated Stations and Twelve (12) Underground Metro Stations of Reach-6 under Phase-II.
7.	Start Date (Date of commencement of works) (GCC 15)	The date of issue of 'Notice to Proceed' or the 'Letter of Acceptance' as the case may be.
8.	The Stipulated Completion Date for the whole of the Works	Whole of the works shall be completed and delivered in stages in accordance to 'Key dates' mentioned.
9.	The following documents also form part of the Contract (See Clause 2.2 of GCC)	(1) Contract Agreement (2) Letter of Acceptance, "Notice to Proceed" with the works (3) Instruction to Tenderers/ Bidders (4) General Conditions of Contract (GCC) (5) Special Conditions of Contract (SCC) (6) Form of Tender / Bid Form (7) Technical Specifications including scope of work (8) Priced Bill of quantities (9) Employer's clarifications to Pre-bid queries, Addenda, if any. (10) Contractor's Proposals (11) All correspondence between the Tenderer and BMRCL from the date of issue of NIT and the date of issue of the LOA. (12) Any other document forming part of the Contract.
10.	Station and Depot Names (the Station names mentioned are for indicative purpose)	Six (06) Elevated Stations & Twelve (12) Underground Metro Stations of Reach-6, Phase-II Project.

SI No.	Reference Contract Clause	Description
11.	Amount of Performance Security (See Clause 25 of GCC & SCC)	10% of the Contract Value in INR. In the event of variations during the execution of the Contract which result in payments to the Contractor over and above the original contract price, the Performance Security shall be suitably adjusted at every 6 months at the request of the Employer. The Performance Security shall be in the form of Demand Draft / Pay Order / Banker's Cheque / e-Bank Guarantee shall be drawn on and payable / extendable at a designated branch in Bangalore.
12.	Liquidated Damages (See Clause 40 of GCC)	The liquidated damages for the whole of the works are Rs. 4,514/- per day. The maximum amount of liquidated damages for the whole of the works is ten percent (10%) of final contract price.
13.	Program (see clause 21 of GCC)	Work Program shall be submitted within 15 days of issue of LOA or earlier as required by the Employer/Engineer.
14.	Payment upon Termination – Computation of additional cost to the Employer (GCC Clause 47.1)	The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent .
15.	As-Built Drawings (If applicable as per GCC Clause 45)	NOT USED

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GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

- 1.1 Terms which are defined in the 'Appendix to Form of Tender' are not also defined in the General Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.
- a. **"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the Tender.
 - b. The **"Completion Date"** is the date of completion of the whole of the Works certified by the Employer in accordance with Sub Clause 42.1 of GCC.
 - c. The **"Contract"** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in GCC Clause 2.2.
 - d. The **"Contractor"** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer. It means the person, firm or company with whom the order of the Works is placed and shall be deemed to include the Contractor's successors (approved by the Employer), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the Contract;
 - e. The **"Contractor's Tender"** is the completed Tender document submitted by the Contractor to the Employer.
 - f. The **"Contract Value or Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its Contractual obligations;
 - g. **"Days"** are calendar days; **"months"** are calendar months.
 - h. A **"Defect"** is any part of the Works not completed in accordance with the Contract.
 - i. The **"Defects Liability Period"** is the period mentioned in the 'Appendix to Form of Tender' and calculated from the Completion Date in accordance with Clause 50 of GCC.
 - j. **"Drawing"** means the drawing or drawings specified in or annexed to the specification;
 - k. The **"Employer"** or **"BMRCL"** or **"Owner"** means the Bangalore Metro Rail Corporation Limited or the person named as such in the Tender document and includes the legal successors or permitted assigns of the Employer,
 - l. **"Engineer"** means any person/party nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.
 - m. **"Engineer's representative"** means any person nominated by Engineer with the approval of the Employer who shall exercise the authority of the Engineer to the extent notified by the Engineer.
 - n. **"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site to construct/ execute the Works.

- o. The **“Initial Contract price”** is the Contract Price listed in the Employer's Letter of Acceptance.
- p. **“Letter of Acceptance”** means the letter or memorandum communicating to the Successful Tenderer the acceptance of his Tender and includes other communication modes included in the Instructions to Tenderers.
- q. **“Materials”** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- r. **“Notice to Proceed”** means the notice issued by the Employer to the Contractor to proceed with the works at the site.
- s. **“Plant”** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
- t. The **“Project Site”** or **“Site”** means the place specified in the Contract at which any work is required to be executed by the Contractor under the Contract or any other place approved by the Employer for the purpose.
- u. **“Appendix to Form of Tender”** is the Salient Features of Contract that defines the documents and other information which comprise the Contract.
- v. **“Signed”** includes stamped, except in the case of acceptance of Tender or any amendment thereof;
- w. **“Specification”** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
- x. The **“Start Date”** shall be the date of issue of 'Letter of Acceptance' (LOA) or the date specified in the 'Notice to Proceed', as the case may be.
- y. The **“Stipulated Completion Date”** is the date on which it is intended that the Contractor shall complete the Works. The Stipulated Completion Date is specified in the 'Appendix to Form of Tender'. The Stipulated Completion Date may be revised only by the Employer by issuing an extension of time.
- z. A **“Subcontractor”** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
- aa. A **“Variation”** is an instruction given by the Employer which varies the Works.
- bb. **“Works”** means what the contract requires the contractor to construct, install and handover to the Employer, as defined in the contract Data/Description of the work/Technical specifications/Scope of Works.
- cc. **'Class-I Local Tenderer'** means a Tenderer or service provider, whose goods, services or works offered for procurement, has local content as prescribed for 'Class-I Local Tenderer' under ITT clause 35.
- dd. **'Class-II Local Tenderer'** means a Tenderer or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-I Local Tenderer' under ITT clause 35 but more than that prescribed for 'Class-II Local Tenderer' (i.e. 20%).

- ee. **“Non-local Tenderer”** means a Tenderer or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class-II Local Tenderer’ (i.e. 20%).
- ff. **“Local Content”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic in direct taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above:

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
 - b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
 - c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

‘Refurbishing’ means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

‘Repackaging’ means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item."

‘Rebranding’ means relabelling or renaming or change in symbol or logo/makes or corporate image of a company/organization/firm for an imported product would amount to rebranding.
 - d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
 - e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
 - f. The percentage of Local content shall be exclusive of the Services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CAMC etc., in line with OM No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021.
- gg. **‘L1’ means** the lowest Tender received in this Tendering process as adjudged in the evaluation process as per the Tender.
- hh. **‘Margin of purchase preference’** means the maximum extent to which the price quoted by a ‘Class-I Local Tenderer’ may be above the L1 for the purpose of purchase preference.
- ii. **‘Nodal Ministry’** means the Ministry or Department identified pursuant to this Tender in respect of a particular item of goods or services or works.
- jj. **“Procuring entity”** means “the Employer” or BMRCL, i.e. Bangalore Metro Rail Corporation Ltd.

2. Interpretation

- 2.1 In interpreting these General Conditions of Contract and Special Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. "Tender" / "Tendering" / "Tenderer" shall also mean "Bid" / "Bidding" / "Bidder". "Offer" also mean Tender / Bid.
- 2.2 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Contract Agreement
 - (2) Letter of Acceptance, notice to proceed with the works
 - (3) Priced Bill of quantities
 - (4) Technical Specifications
 - (5) Drawings
 - (6) Special Conditions of Contract
 - (7) General Conditions of Contract
 - (8) Contractor's Proposal and
 - (9) Any other document listed as forming part of the Contract.

3. Law governing Contract

- 3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

- 4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

- 5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

- 6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Not Used**8. Other Contractors**

- 8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer.

9. Personnel

- 9.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 9.2 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BMRCL from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.
- 9.3 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.4 Compliance with Labour Regulations

- 9.4.1 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

10. Employer's and Contractor's risks

- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

- 11.1 The Employer is responsible for the excepted risks which are:
- (a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Subcontractors arising from the conduct of the Works; or
 - (b) a cause due solely to the design of the Works, other than the Contractor's design; or
 - (c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced Contractor:
 - (i) could not have reasonably foreseen; or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
 - (A) prevent loss or damage to physical property from occurring by taking appropriate measures or
 - (B) insure against such loss or damage.

12. Contractor's risks

- 12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Not used**14. Contractor to execute the Works**

- 14.1 The Contractor shall execute the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Stipulated Completion Date

- 15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Stipulated Completion Date.

16. Safety

- 16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

- 17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

- 18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of site or a part of site is not given by the date stated in the Contract or Notice to proceed, the reasonable

extension of time may be given. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

19. Access to the Site

- 19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

- 20.1 The Contractor shall carry out all instructions of the Employer, which comply with the applicable laws, where the Site is located.

B. Time Control

21. Program

- 21.1 Within the time stated in the 'Appendix to Form of Tender', the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works within 15 days from the date of issue of LOA or earlier as required by the Employer.
- 21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations.

22. Extension of the Time for Completion

- 22.1 The Employer shall extend the Time for Completion of the works if a Variation is issued and which makes it impossible for Completion to be achieved by the Stipulated Completion Date.
- 22.2 The Employer shall decide whether and by how much to extend the Stipulated Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Variation and submitting full supporting information.

23. Delay ordered by the Employer

- 23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

24. Management meetings

- 24.1 The Employer may require the Contractor to attend a Management meeting. The business of a Management meeting shall be to review the progress achieved and the plans for remaining work.
- 24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the Management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

25. Performance Security / Security Deposit

- 25.1 Within 20 days of receipt of notification communicated by the Employer by issue of "Letter of Acceptance", the Contractor shall furnish a Performance Security (including additional security for unbalanced Tenders, if required) for an amount as specified in **Appendix to Form of Tender (Section 4)** in one of the following forms:

(a) A crossed Demand Draft / Pay Order / Banker's cheque in favour of the "**Bangalore Metro Rail Corporation Ltd**" from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, **payable at Bangalore**.

or

(b) An irrevocable **Electronic Bank Guarantee (e-BG) or Bank Guarantee** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable & extendable at a designated branch in Bangalore (*specify the name of the branch and address*) in the Form given in Proforma B of Section 9 to the Tender documents. However, 'Performance Security' Bank Guarantee format is also available in <https://tenderb.bmrc.co.in>.

In case furnishing of an acceptable Performance Security is delayed by the Contractor beyond the period provided in GCC clause 25.1, the Employer may forfeit the Tender Security/ EMD.

25.2 On the performance and completion of the Contract in all respects the Performance Security will be converted into Guarantee to warrant the Defect Liability obligations of the Contractor. The Performance Security shall be valid up to 3 months beyond the Defects Liability Period for the Entire Work and the additional security for unbalanced Tenders shall be valid until a date 30 days from the date of issue of the certificate of completion. The Performance Security will be returned within 3 months after satisfactory completion of Defects Liability Period.

25.3 The Employer shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respects of the Contract under reference or any other Contract with the Employer.

The Employer shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the Employer may suffer or be put by reason of or due to any act or other default, recoverable by the Employer from the Contractor in respect of the Contract under reference or any other Contract.

On occurrence of either of the aforesaid events, the Employer shall call upon the Contractor to maintain the amount of the Performance Security as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Employer shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Employer.

25.4 The Performance Security shall remain in full force and effect during the period that would be taken for satisfactory performance/ completion of the Works and fulfillment in all respects of the Contract and shall in the first instance be valid until 3 months beyond Defects Liability Period. Before the expiry of the date of validity of the Performance Security, the Contractor on being called upon by the Employer from time to time shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Employer at least thirty days before the date of expiry of the Performance Security on each occasion.

25.5 As and when an amendment is issued to the Contract, the Contractor shall, within 15 days of the receipt of such an amendment furnish to the Employer an amendment to the Performance Security rendering the same valid for the Contract as amended and up to 3 months beyond amended completion of Defects Liability Period. All expenses of this shall be borne by the Contractor.

- 25.6 The Performance Security and or any amendment thereto shall be executed on a Non Judicial stamp paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so.
- 25.7 If the Contractor, having been called upon by the Employer to furnish Performance Security, fails to furnish the same, it shall be lawful for the Employer:
- i) To recover from the Contractor, the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any Contract with the Employer or the government or any other person contracting through the Employer or otherwise however, OR
 - ii) To cancel the Contract or any part thereof and to execute or authorize to execution of the Works at the risk and cost of the Contractor and in that event the provisions of clause 46 & 47 shall apply as far as applicable.

26. Not Used

C. Quality Control

27. Identifying defects

- 27.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

28. Tests

- 28.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it has a defect, the Contractor shall pay for the test and any samples. If there is no defect, the testing charges shall be borne by the Employer.

29. Correction of Defects

- 29.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the 'Appendix to Form of Tender'. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 29.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

30. Uncorrected defects

- 30.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount or will be recovered from any amount due to the Contractor from the Employer including Performance Security.

31. Inspections and Tests

- 31.1 The Employer or its representative shall have the right to inspect and/or to test the materials or works to confirm their conformity to the Contract specifications at no extra cost to the Employer. Special Conditions of Contract and the Technical Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify

the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

- 31.2 Should any inspected or tested materials fail to conform to the specifications, the Employer may reject the materials or Works and the Contractor shall either replace the rejected materials or make alterations /rectifications necessary to meet specification requirements free of cost to the Employer.
- 31.3 The Employer's right to inspect test and where necessary, reject the materials or Works at Project Site shall in no way be limited or waived by reason of the materials or Works having previously been inspected, tested and passed by the Employer or its representative prior to the dispatch of the materials.
- 31.4 Nothing in GCC Clause 31 shall in any way release the Contractor from any warranty or other obligations under this Contract.

32. Acceptance Certificates:

On successful completion of acceptability test, receipt of deliverables etc, and after the Employer is satisfied with the completion of the Works, the Acceptance Certificate signed by the Contractor and the representative of the Employer will be issued. The date on which such certificate is signed shall be deemed to be the date of successful acceptance of the Works.

D. Cost Control

33. Bill of Quantities (BOQ)

- 33.1 The BOQ shall contain items for the construction/Works including installation, testing, and commissioning work (if any) to be done by the Contractor.
- 33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

- 34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
- (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
 - (b) Omit any item of work;
 - (c) Change the character or quality or kind of any item of work;
 - (d) Change the levels, lines, positions and dimensions of any part of the work;
 - (e) Execute additional items of work of any kind necessary for the completion of the works; and
 - (f) Change in any specified sequence, methods or timing of construction of any part of the work.
- 34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the Contract.
- 34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.
- 34.4 The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation.

If the Construction and/or Manufacture Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.

35. Payments for Variations

- 35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
- 35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of Contract.
- 35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of Contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of Contract.
- 35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1, 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.
- 35.6 Not used.
- 35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

- 36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously along with the Tax invoice under GST Act.
- 36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of;
- (i) Value of the quantities of the items in the BOQ completed and
 - (ii) Valuation of Variations.
- 36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

- 37.1 Payments shall be adjusted for deductions for advance payments, if any, other recoveries in terms of Contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of complete and valid Bill without any deficiency. The Contractor shall be liable to pay liquidated damages for shortfall in progress.
- 37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

37.3 BMRCL has registered itself in TReDS platform for acceptance of contractor's bills (factor unit), in case the contractor opts for the same.

38. Not Used

39. Taxes & Duties

39.1 The Contract Price quoted by the Contractor shall be in accordance with the respective Special Conditions of the Contract and the Employer will perform such duties in regard to the deduction of taxes at source as per applicable law.

39.2 Taxes & Duties:

39.2.1 The Contract Price shall be the complete requirement of the Works specified on a single responsibility basis.

a. The Contract price shall be inclusive of all applicable taxes, duties, cess and levies under applicable Acts, but exclusive of GST. BMRCL will pay the GST on value of supplies/works done as invoiced by the contractor, at rates as per applicable Law.

b. In case of import, it should be done against Contractor's Import License. Custom Duty, Port handling and associated expenses shall be included in the Contract price in Indian Rupees.

39.2.2 Income tax and other statutory deductions of the State & Central Government as applicable from time to time shall be made from the Contractor's Bills & directly remitted to concerned department by BMRCL. If the income tax is to be deducted at lower rate, then the Contractor has to furnish a lower deduction certificate issued by the jurisdictional IT authorities.

39.2.3 The Contractor shall maintain complete records in respect of payments made by them as required by Law. The Contractor shall furnish along with the 2nd and subsequent bills copies of all the purchases of Goods and Services made within the State of Karnataka.

40. Liquidated damages

40.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the 'Appendix to Form of Tender' for each day that the Completion Date is later than the Stipulated Completion Date (for the whole of the Works or the milestone as stated in the 'Appendix to Form of Tender'). The total amount of liquidated damages shall not exceed the amount defined in the 'Appendix to Form of Tender'. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

40.2 If the Stipulated Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

41. Cost of repairs

41.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

42. Completion

- 42.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

43. Taking over

- 43.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

44. Final Bill / Account

- 44.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's final bill / account, if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Bill / Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised Final Bill / Account.

45. As built drawings

- 45.1 Where "as built" / "Completion" Drawings are required, the Contractor shall supply them by the dates stated in the 'Appendix to Form of Tender'.
- 45.2 If the Contractor does not supply the Drawings by the dates stated in the 'Appendix to Form of Tender', or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the 'Appendix to Form of Tender' from payments due to the Contractor.

46. Termination

- 46.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 46.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
 - (b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within thirty (30) days of receipt of Notice of failure from BMRCL or within such further time period as BMRCL may have subsequently approved in writing;
 - (d) The Contractor does not maintain safety and security which is required;
 - (e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the 'Appendix to Form of Tender'; and
 - (f) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
- For the purpose of this paragraph:
1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

2. "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

46.3 When either party to the Contract gives notice of a breach of Contract to the Employer for a cause other than those listed under Sub Clause 46.2 above, the Employer shall decide whether the breach is fundamental or not.

46.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

46.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

47. Payment upon Termination

47.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the 'Appendix to Form of Tender'. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

47.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

48. Property

48.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

49. Release from performance

49.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. OTHERS

50. Warranty / Defects Liability Period

50.1 The Contractor warrants that all Works executed under this Contract shall have no defect arising from materials or workmanship (except when the material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied materials or the Works in the conditions prevailing in the country of final destination.

- 50.2 This Warranty shall remain valid for a period specified in Appendix to Form of Tender after the materials or Works or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall at its discretion either:
- a) Make such changes, modifications, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further Performance Tests in accordance to respective Special Conditions of Contract. OR
 - b) Pay liquidated damages to the Employer with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as per GCC clause 40 or respective Special Conditions of Contract or as specified in the Technical Specifications.
- 50.3 The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 50.4 Upon receipt of such notice, the Contractor shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Works or parts thereof, free of cost at the ultimate destination. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period from the date of replacement/repair/renewal.
- 50.5 If the Contractor, having been notified, fails to remedy the defect(s) within 3 days, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

51. Force Majeure

- 51.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Contractor shall not be liable for feature of its Performance Security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 51.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 51.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

52. Procedure for Resolution of Disputes

- 52.1 The Employer and the Contractor shall make every effort to resolve amicably through negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 52.2 Notice of Dispute: A Dispute shall be deemed to arise when one party serves a notice in writing (hereinafter called a "Notice of Dispute") within 30 days from the date of rejection of claim by BMRCL.

- 52.3 **Dispute Settlement:** For any dispute, not settled amicably, the aggrieved party may resort to legal recourse.
- 52.4 **Jurisdiction of Courts:** Any suit or application, arising out of any dispute or differences on account of this contract shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.
- 52.5 **Suspension of Work on Account of Litigation:** The reference to dispute / litigation shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of dispute / litigation being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of litigation and payments to the Contractor shall continue to be made in terms of the Contract.

53. Patent Rights

- 53.1 The Contractor shall indemnify the Employer against all third-party claims of infringement of Intellectual Property rights of patent, trademark or industrial design rights arising from use of the materials or design or data or any part thereof in India.

54. Limitation of Liability

- 54.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to GCC Clause 53,
- a) The Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and
 - b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective works / equipment.

55. Governing Language

- 55.1 The Contract shall be written in English language. Subject to GCC Clause 3, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

56. The Courts of Jurisdiction

- 56.1 Any suit or application, arising out of any dispute or difference on account of this Tender shall be filed in a competent court at Bengaluru, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

57. Notices

- 57.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or cable or telex or by hand (duly acknowledged) and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

58. Use of Contract Documents and Information; Inspection and Audit by the Government

- 58.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such

employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 58.2 The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 58.1 except for purposes of performing the Contract.
- 58.3 Any document, other than the Contract itself, enumerated in GCC Clause 58.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so required by the Employer.
- 58.4 The Contractor shall permit BMRCL to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the BMRCL, if so required by BMRCL.

59. Site Investigation Reports

- 59.1 The Contractor, in preparing the Tender, shall rely on any site investigation reports referred to in the 'Appendix to Form of Tender', supplemented by any information available to the Tenderer.

60. Approval by the Employer

- 60.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.
- 60.2 The Contractor shall be responsible for the design of Temporary Works
- 60.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 60.4 The Contractor shall obtain approval of third parties to the design of the temporary Works where required.
- 60.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

61. Price Adjustment

- 61.1 Contract price shall be fixed for the entire contract duration and not subject to any Price Adjustment/ Variation.

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SECTION 6: SPECIAL CONDITIONS OF CONTRACT

1. General

The following Special Conditions shall be read in conjunction with the Section 5: General Conditions of Contract including Amendments/ Corrigendum thereto. If any provision in these Special Conditions is at variance with that of the aforesaid documents, the later shall be deemed to take precedence there over.

2. Scope of Work / Inspection of Site

The Tender is percentage Tender. The cost of all the individual items shall be computed for the entire work and the Tender premium (plus or minus or at par) on the Total cost shall be quoted. The work under this Contract comprises of entire completion of the works described in the document and as specified in the Technical Specifications, Tenderer are advised to visit the Site(s) and ascertain for themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), availability of labour and materials and such other relevant conditions which effect the execution and the entire completion of the works etc. and quote their Tenders (Percentage) accordingly. Any claim whatsoever will not be entertained by the BMRCL at a later date. For the purpose of inspection of site, the Tenderer is advised to contact the Engineer who will give reasonable instructions / facilities thereof. The Tenderer shall have deemed to have inspected the site and its surrounding beforehand and taken into account all relevant factors pertaining to site in the preparation and submission of this Tender.

3. Subcontracting

Prior approval of the Employer shall be obtained before sub-contracting any part of the works. However, the Contractor shall not subcontract the whole of the Works.

4. Compliance with labour regulations (GCC Clause 9.4)

During continuance of the Contract, the Contractor and his subcontractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of Security Deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Subcontractor in no case shall be treated as the employees of the Employer at any point of time.

5. Safety (GCC Clause 16)

Fire Precautions:

- 5.1 The Contractor, his agents, representative, workmen etc., shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.
- 5.2 Motor transport vehicles, if any allowed by the Engineer to enter the restricted area, must be fitted with serviceable fire extinguishers.

6. Access to the Site (GCC Clause 19)

Security and Passes:

- 6.1 Contractor's attention is invited to condition that, he shall employ only Indian Nationals after verifying their antecedent and loyalty. The Contractor shall, maintain list of his agents, employees and work people concerned and shall satisfy the Engineer as to the bonafides of such people, and submit to the Engineer / Employer on demand.
- 6.2 The Employer shall at his discretion have the right to issue passes as per rules and regulations of the installation, area in force to control the admission of the Contractor, his agent's employees and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the Engineer or the authorities concerned and, in any case on completion of work.
- 6.3 The Contractor and his agents, employees and workers shall observe all the Rules promulgated by the authority controlling the installation area in which the work is to be carried out. e.g. Prohibition of smoking and lighting, fire precautions, search of persons on entry and exit, keeping to specific route, observing specified timing, etc., nothing extra shall be admissible for any man hours, etc., lost on this account.

6.4 Conditions of working in restricted area:

Work under this Contract lies in restricted area.

6.4.1 Visit to site within the restricted area

Permission to enter the restricted areas at the time of submission of Tenders can be obtained through the Employer or his authorized Representative. Tenderers are advised to send prior intimation of their agents, representatives etc., if any, dates and time of their proposed visit so that necessary arrangements may be made by Employer to secure admission. Whether a Tenderer visits the site or not he shall be deemed to have full knowledge of the restriction of entering into/exit from and working within the restricted area.

6.4.2 Entry/Exit

The Contractor his agents/representatives, workmen etc., and his materials, carts, trucks or other means of transport etc., will be allowed to enter through and leave from only such gate or gates and such times as the employer or authorities in charge of the restricted areas may at their sole discretion permit to be used. The Contractor's authorized representatives are required to be present at the place of entry and exit for the purpose of identifying his carts, trucks etc., to the personnel in charge of the security of restricted areas.

6.4.3 Identity Cards or Passes

The Contractor, his agents and representatives are required individually to be in possession of an identity Card or Pass duly verified by the Employer or his authorized Representative. The identity

card or pass will be examined by the Security Staff at the time of entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area.

6.4.4 Identity of Workmen

- (i) Every workman shall be in possession of an identity card. The Identity Card will be issued after thorough investigation of the antecedents of the labourers by the Contractors and attested by Officer-in-Charge of the unit concerned in accordance with the Standing Rules and regulations of the units.
- (ii) Contractor shall be responsible for the conduct and action of his workmen, agents or representatives.

6.4.5 Search

Thorough search of all persons and transport shall be carried out at each gate and for as many times as the gate is used for entry or exit and may also be carried out at any time or any number of times at the work site within the Restricted area.

6.4.6 Work on Holidays

- (i) The Contractor shall not carry out any work on Gazetted Holidays/Weekly holidays and other non-working days except when he is specially authorized in writing to do so by the Engineer or his Representative. The Employer may at his sole discretion, declare any day as holiday or non-working day without assigning any reasons for such declaration.
- (ii) The Contractor shall provide adequate lighting and safety arrangements when working on holidays. No increase in rates or additional payments shall be admissible for night work to the Contractor by the Employer.

6.4.7 Access to restricted area after completion of Works:-

After the works are completed and surplus stores etc. are removed, the Contractor, his agents, representatives or workmen etc., may not be allowed to have access to the restricted area except for attending any rectification of defects pointed out to him by the Engineer / Employer.

6.4.8 Water

Water will not be supplied by the BMRCL and Contractor shall make his own arrangement for water.

6.4.9 Co-operation with other Agencies

The Contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen engaged by the BMRCL to carry out their part the work, if any, under separate arrangements.

6.4.10 Electric Supply

Electricity shall be provided on chargeable basis considering the unit rate charged by BESCOM to BMRCL (i.e. based on the prevailing rate/s of BESCOM), if available and feasible. Otherwise, the Contractor shall make his own arrangements at his own cost, for Electrical Power and gas required for his works. Work shall not be delayed for non-availability of electricity/gas.

6.4.11 Emergency Works

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the

Facilities, the Contractor shall immediately carry out such work, under intimation to the Engineer.

7. Inspections and Tests (GCC Clause 31)

7.1. Inspections and tests at final acceptance are as follows:

- (i) The inspection of the materials / Works shall be carried out to check whether the materials / Works are in conformity with the Technical Specifications attached to the Contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of Contract. Following broad test procedure will generally be followed for inspection and testing of works.
- (ii) The acceptance test will be conducted by the Contractor in presence of the Employer/ Engineer / their representative or any other person nominated by the Employer / Engineer. The acceptance will involve trouble-free operation. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of the Works should occur.
- (iii) In the event of the materials / Works failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Employer reserves the rights to get the Works replaced / redone by the Contractor at no extra cost to the Employer.

7.2. Materials and Samples

7.2.1 The Contractor shall produce samples of all materials/articles, fittings, accessories etc., that he proposes to use in the Works and get it approved in writing by the Engineer before incorporating in the work. The materials, articles etc., as approved shall be labeled as such and shall be signed by the Engineer and Contractor's representative. The samples shall be kept in the custody of the Engineer till payment of final bill.

7.2.2 Materials provided by the Contractor for incorporation in the work shall unless otherwise specified in the Technical specifications, comply with the requirement of the latest relevant Indian Standard (IS) in the website of BIS i.e. www.bis.org.in and as specified in 'Karnataka Building Specifications (KBS)', 'Karnataka Roads & Bridges Specifications (KRBS)' and 'Karnataka Public Works Ports and Inland Water Transport Department (KPWP&IWTD)', Bangalore Circle. In case of any difference / discrepancy on the above, the condition in the interest of BMRCL shall prevail.

8. Variations (GCC Clause 34)

Total variation including non-tendered items under the Contract shall be limited to $\pm 25\%$ of the Total Original Value of the Contract.

9. Payments for Variations (GCC Clause 35)

Payments for variations shall be made in accordance to GCC Clause 35.

10. Taxes and Duties (GCC Clause 39)

10.1 The Contract Price shall be the complete requirement of the Works specified on a single responsibility basis.

10.2 This is a Works Contract.

- a. The Contract price shall be inclusive of all applicable taxes, duties, cess and Levies under applicable Acts, but exclusive of GST. BMRCL will pay the GST on value of supplies/works done as invoiced by the contractor, at rates as per applicable Law.

- b. In case of import, it should be done against Contractor's Import License. Custom Duty, Port handling and associated expenses shall be included in the Contract price in Indian Rupees.
- 10.3 Income tax and other statutory deductions of the State & Central Government as applicable from time to time shall be made from the Contractor's Bills & directly remitted to concerned department by BMRCL. If the income tax is to be deducted at lower rate, then the Contractor has to furnish a lower deduction certificate issued by the jurisdictional IT authorities.
- 10.4 The Contractor shall maintain complete records in respect of payments made by them as required by law. The Contractor shall furnish along with the 2nd and subsequent bills copies of all the purchases of Goods and Services made during the Contract period.
- 10.5 The Contract Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause excluding the GST. The Taxes as applicable rates will be deducted at source as per law while releasing the payment to the contractor.
- 10.6 Contractors shall be entirely responsible for license fees, road permits, and any other incidentals etc., incurred until completion of the whole of the Works and handover to the Employer.
- 10.7 The successful Tenderer shall maintain complete records of duties, other taxes and levies, etc; payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.
- 10.8 Any increase in GST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the extension of time. However, this shall not be applicable for "Variations".

11. Termination (GCC Clause 46)

- 11.1 The Fundamental breach of the Contract shall also include that "the Contractor has contravened SCC Clause 3 (Subcontracting) and GCC Clause 9 (Personnel).
- 11.2 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 46, the Employer;
- (i) shall forfeit the performance Security, and
 - (ii) may carry out the Works, upon such terms and in such manner as it deems appropriate, works similar to those incomplete, and the Contractor shall be liable to the Employer for any excess costs for such similar Works. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

12. Not used

13. Notices (GCC Clause 57)

For the purpose of all notices, the following shall be the address of the Employer and Contractor.

Employer:

BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
III FLOOR BMTCL COMPLEX,
K.H. ROAD, SHANTHINAGAR
BANGALORE- 560027.
KARNATAKA, INDIA.

Contractor:

.....
(To be filled in after the award of Contract).

14. Use of Contract Documents and Information; Inspection and Audit by the Government (GCC Clause 58)**14.1 Security of Classified Documents:**

The Contractor shall not communicate any classified information regarding work to others without prior approval of Engineer. The Contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of works and he shall return all documents after completion of works or on earlier determination of Contract. The Contractor shall along with final bill, attach a receipt from the Engineer in respect of his having returned the classified documents as per condition of General Conditions of Contract.

15. Protection of Environment: (New Clause)

- 15.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the Contract, the Contractor and his subcontractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

16. Approved Materials (New Clause)

- 16.1 The Contractor shall obtain approved materials from manufacturers authorized stockiest where such authorized stockist have been appointed. The Contractor shall produce original receipt voucher of the same.
- 16.2 The Contractor shall ensure that approved materials are brought to site in original sealed containers/packing, without breaking manufacturer's markings.

17. Performance Security/Security Deposit

Replace GCC sub clause 25.2 with the following Provisions:

On the performance and completion of the Contract in all respects, the Performance Security will be converted into Guarantee to warrant the Defect Liability obligations of the Contractor. The Performance Security shall be valid up to 3 months beyond the Defects Liability Period for the Entire Work and the additional security for unbalanced Tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

The Performance Security will be returned within 3 months after satisfactory completion of Defects Liability.

18. Certification of Local Content:

The Contractor shall be required to submit the Certificate from a practicing Cost Accountant or practicing Chartered Accountant giving the percentage of local content at time of execution of the project.

In case the Contractor does not meet the stipulated local content requirement and the category of the contractor changes from Class-I to Class-II/ Non-local, a penalty upto 10% of the contract price shall be imposed. Therefore, to ensure this, the Employer will hold 10% of the Contract Price, if the condition of certification of local content has not been met by the Contractor.

Alternatively, the contractor can submit a bank guarantee (in line with PBG) for an amount of 10% of the Contract Price till the condition of certification of local content is met for release of the due payment out of 10% payment. In such cases, the cost of the BG charges shall be borne by the Contractor.

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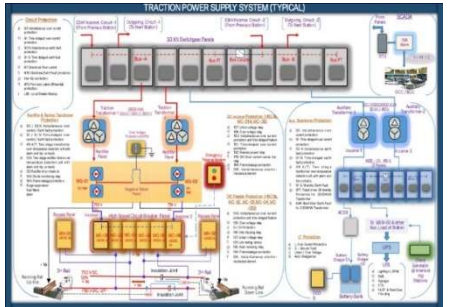
SECTION 7 – TECHNICAL SPECIFICATIONS

- A. Scope of Work:** Work includes Supply and Installation of Ancillary Works for Six (06) Elevated Stations and Twelve (12) Underground Metro Stations of Reach-6 under Phase-II as per technical specifications hereunder, drawings and Bill of Quantities.

1. Technical specifications:

1.1. The detailed specification as tabulated below

1.2. Table

S/no	Description of Material	Details of Material	Photos
1	Supply, Fabrication and Installation, of MET covers Type A - Size: 700X650X 200.	Made up of FRP Box and with transparent Polycarbonate window, the scope includes Fabrication, fixing of Polycarbonate sheet, transportation, shifting to location and installation of the same at site with necessary anchor fasteners. In addition, the scope includes all tools and safety equipment for executing the job at site.	Photo no -01. 
2	Supply, Fabrication and Installation, of MET covers Type B - Size: 750X700X 200.		
3	Supply, Fabrication and Installation, of MET covers Type C - Size: 950X650X 250		
4	Supply, Fabrication and Installation, of ASS-TSS display board.	3mm thick clear acrylic with 3mm thick ACP sheet sandwich, vinyl print and with 3/4" SS MOQ studs 4 Nos per board. Charges include design, delivery and installation at site with board size of "24 X36 Inches"	Photo no -02. 

Sno	Description of Material	Details of Material	Photos
5	Design, Fabrication, Supply & Installation of Custom Made Cable Loop Hanger Brackets for RBL of Kothanuru Depot	As per Site Requirement for RBL of Kothanuru Depot required for hanging of loose Power cable, Made of Mild Steel with laser cutting and Powder coated.	Photo No –03 
6	Supply & Installation of caution Boards (750 V DC Do Not go on the Track) 2mm MS Plate	Dimension: 12 Inch x 10-inch X 3mm thick with Powder coated MS plate and printing of words. Design as per BMRCL requirement.	Photo No – 04 
7	Supplying, Transportation, Loading & Unloading of Banner	Polyester make, Material with Reflective Material for Proper Vision at Night as per BMRCL requirement and Design.	Photo No –05. 

Sno	Description of Material	Details of Material	Photos
8	Supplying & Installation of PVC Door Mats	Sky Status Dirt Trapper Doormats, with High-Quality Rubber Backing used to Keep the Mat Firmly in Place, Grey/Black colour. Individual Size will be decided after ASS/TSS room Doors Installation. As shown in photo no -06	Photo No -06 
9	Supplying & Installation of Caution Boards (High Voltage Do Not go on the Track) for Walk Way Gates.	Black with yellow Colour 2mm MS Plate Dimension: 12 Inch x 10-inch X 3mm thick with Powder coated and printing of words for walkway gates, Design as per BMRCL.	Photo No -07 
10	Supply & Installation of 33kV High Voltage Do not touch Danger Board	300*225mm M.S (Water Proof) Material Danger Board with Powder coated and printing & 4nos of Holes to fix in BMRCL Reach-6 UG cable Gallery.	Photo No -08 
11	Supplying & Fixing of 3MM (Do not Cross this line) Safety Sticker.	3MM Fully Waterproof Printed vinyl sticker (2.5 Sq. ft Per sticker) with Self Adhesive 2 mm thick for Stations Platform	Photo No -09 

Sno	Description of Material	Details of Material	Photos
12	Supply & Installation of "Danger High Voltage do not get down the Track Area in Platform"	As per the approved sample & Photo (Kannada & English)	Photo No-10 
13	Supplying, Transportation, Loading & Unloading of PVC Table	PVC Table Size of 4 Feet Length X 2 Feet Width X 3 feet Height	Photo No –11 
14	Supplying, Transportation, Loading & Unloading of PVC Chair CHR 2060/Supreme.	PVC Chair	
15	Fabrication, supply & Installation of hanging support for 33 KV cables below and at the end of platforms,	As per BMRCL requirement clamps in MS on struction with hot dip galvanized finish, the chains are of SS 304 grade as per the directions of engineer.	Photo No –12 
16	ASS/TSS Room Name Display Boards in Kannada & English for Reach-6 Section As shown in photo no -13	ASS/TSS Room Name Display Boards Blue Colour 2mm MS Plate Dimension: 12 Inch x 10-inch X 3mm in Kannada & English as per the BMRCL requirement.	Photo No –13 

1.3. Vinyl Films:

Vinyl films have been developed with manufacturers for the specific PANTONE shades. with the desired specification for a minimum performance requirement. Only these films shall be used for all the signage execution after approval by the Engineer-In-Charge. All material and execution of vinyl films shall confirm to the detailed technical specifications and notes for quality of workmanship given in this document. Any other colour used in vinyl films shall be approved by the Engineer-In-charge prior to its use.

1.4. Powder Coating:

Sr.No.6, 9, 10 & 16 have shall be developed in Powder coating for application on CRCA MS, steel as specified for each sign, All powder coating shall confirm the other detailed technical specifications and notes for quality of workmanship given in this document.

1.5. Painting:

Sr.No.6, 9, 10 & 16 have shall be developed in Paints for application on MS steel as per specification for each sign. All painting shall confirm the to the detailed technical specifications and notes for quality of workmanship given in this document.

1.6. Printing:

Printing of graphics for information and safety signs shall be done as per specified printing process and workmanship quality as described in this document and samples of all colours shall be duly approved by the Engineer-In-charge for colour matching, Every batch of printing shall be approved for colour matching.

1.7. All Materials and their workmanship specifications:

For all other material required for the works, the approval of the Engineer shall be obtained by the Contractor prior to the use of the material in the works

Contractors are expected to provide the standard warranty and the invoices from the manufacturers covering all the materials used.

2. Acrylic

- 2.1. White Cast acrylic sheets with 50% light transmission shall be used as face of all illuminated signs.
- 2.2. The acrylic should have excellent weather-ability and UV stability for min 10 years.
- 2.3. Acrylics made from virgin polymers shall be used for the sign faces
- 2.4. A 8mm thick Acrylic sheet is proposed for illuminated sign faces with a +/- 0.6mm tolerance for the thickness
- 2.5. Approved make shall be as per the list below or equivalent duly approved based on a sample presented to Engineer-In-charge.
 - Perspex® from Lucite®
 - SHINKOLITE PX cast acrylic sheet developed by Mitsubishi Rayon Co., Ltd.
 - Plexiglas from Evonik industries

3. Polycarbonate

- 3.1. All polycarbonate sheets should be UV stabilized outdoor grade.
- 3.2. No visual defects are allowed by inspection from a close inspection and the material should offer a min 10 years warranty against yellowing and loss of light transmission.
- 3.3. Approved make shall be as per the list below Of equivalent duly approved based on a sample presented to Engineer-In-charge.

4. Workmanship for both Acrylic and Polycarbonate

- 4.1. The surfaces of Acrylic come covered with a masking film on both surfaces for protection during transport, storage and fabrication. The masking film should be left in place during fabrication work and all marking-outdrawn on the film. It is recommended not to remove the marking film until necessary to prevent dust collection and accidental surface scoring or scratching. However, care should be taken not to have the surface scratched during handling.
- 4.2. Before pasting the vinyl graphics it is advised to wash the sheet surfaces to be decorated with clean, fresh water using a soft cloth. This has the advantage of removing all traces of static charge from the sheet after removal of the film which might otherwise attract dust. For all general purpose cleaning operations, acrylic should be washed simply with clean cold water to which a little detergent has been added. The use of any solvents such as methylated spirits turpentine, white spirit or proprietary window cleaning products is neither necessary nor recommended.
- 4.3. Flatness of the sheets is very important for the signs to appear neat.
- 4.4. The cutting shall be done using powered saw to a tolerance of +/-1mm. The edges shall be cleaned of any bur and chamfered to make the acrylic comfortably sit inside the frame.

5. Vinyl Films

5.1 Block out vinyl films

- 5.1.1 Cast films should provide complete light blocking characteristics with less than 0.001% light transmission.
- 5.1.2 A lustre/matt finish colour matching to Pantone 2677C and 667C on the outside and uniformly white on the adhesive side
- 5.1.3 A cast vinyl face film of thickness between 100 to 130 micron, with clear acrylic based permanent pressure sensitive adhesive.
- 5.1.4 The film shall provide strong adhesion to a wide variety of substrates with perfect dimensional stability and perform well as second surface media.
- 5.1.5 The films should have self-extinguishable property.
- 5.1.6 Should have a performance guarantee against colour fading, peeling, cracking.

5.2 Translucent Vinyl film

- 5.2.1 Translucent Graphic Film to allow light transmission
- 5.2.2 Cast vinyl film of thickness (0.05mm) with clear pressure sensitive adhesive
- 5.2.3 A cast vinyl film with a clear, permanent, pressure-sensitive adhesive and a translucent synthetic liner that does not split if wet
- 5.2.4 The films should have self-extinguishable property.
- 5.2.5 Should have a performance guarantee against colour fading, peeling, cracking
- 5.2.6 Should be able to withstand temperatures in the range -45° to +77°C

5.3 Protective over laminate

Shall be baluster/semi-matt cast films resistant to chemicals and abrasion while cleaning. All other following listed below products, will have to be used with a maximum life specified within the range manufactured by supplier and all warranties for the above products shall apply.

5.4 Diffuser films

5.5 Frosted vinyl's

5.6 Printable vinyl's

5.7 Opaque vinyl's

5.8 Printable floor application

5.9 Floor laminate

All the vinyl film shall be from the reputed vendor/supplier and shall be approved by the Engineer-in-charge before ordering. Any other reputed make can also be accepted provided it is as per the technical specification given in the tender document.

6. Workmanship for Vinyl pasting(Plotter cut Vinyl sheet graphics/text)

- 6.1. Vinyl shall be pasted on Acrylic sheets and on ACM after removing the masking film,
- 6.2. Proper preparation of application surface is essential to obtain high quality and long lasting markings.
- 6.3. Application:
 - 6.3.1. Clean the substrate as per recommendation of vinyl manufacturer.
 - 6.3.2. Remove entire liner from adhesive side of film.
 - 6.3.3. Align the film and press on surface with finger.
 - 6.3.4. With a squeeze, apply remaining film using overlapping strokes. Hold the film away from surface to avoid pre adhesion.
 - 6.3.5. The plotted vinyl sheet should be applied to the substrates with the use of approved application tape to insure correct placement and accuracy. Vinyl application should be done in a dust free environment.
 - 6.3.6. Remove pre-mask:

Remove application film from the face of the film by pulling tape back up on itself at a 180-degree angle. Application film should be removed after 24 hours of application.
 - 6.3.7. Re-squeeze all edges to prevented get lifting. This must be done after application of film removal. Use firm even pressure. If not thoroughly re squeezed after pre mask removal, the adhesion at edges of film loosened by pre mask removal may start peeling off due to dirt or moisture and subsequently lift or be susceptible to damage from pressure washing.
 - 6.3.8. For all the sign faces - the film should be wrapped around the edge of acrylic with up to a min distance of 25mm on all sides.
 - 6.3.9. Remove entrapped air:

All film pasting on the surface including the over laminate should be free from air bubbles. Inspect the film in flat areas for bubbles. To eliminate the bubbles, puncture the film at one end of the bubble with a pin and press the entrapped air with the thumb or squeeze or moving towards the puncture.
 - 6.3.10. Self-matching and complementing films should be used for all situations involving layers of films laminated in a single sign.
 - 6.3.11. The graphics for the Block out Vinyl sheet should be plotted in accordance with specified artwork accurately on a computerized plotter cutter. The edges of the plotter cut vinyl sheet should be clean and smooth. Vinyl sheet should be plotted in a dust free environment.
 - 6.3.12. The final applied graphics shall be free from any kinds of wrinkles, air bubbles and placement/orientation problems.

Contractors are expected to provide the standard warranty and the invoices from the vinyl manufacturers covering all the vinyl used.

7. Printing

- 7.1. The graphics and text of the signage system shall be printed with inkjet printers
- 7.2. Ink type : UV Curable Ink, designed for 2years outdoor application
- 7.3. Provide a hard lamination film to resist scuffing, scratching
- 7.4. Ink color: cyan, magenta, yellow, black
- 7.5. Same colours of the signage's shall be uniform as specified and shall not vary from sign to sign. Printer has to get approval on all printed colours in graphic matching to specified PANTONE colours and submit 3 copies of each swatch 100mmx 100mm.

- 7.6. Facility of printing directly on to variety of specially treated other materials.
- 7.7. Machine to accommodate media widths of up to 62 inches and offers resolution of 300 dpi
- 7.8. Graphics and text shall be without any ink bleeding and smudging
- 7.9. The printer agrees to produce and maintain high quality standards
- 7.10. Mandatory identification marks:
- 7.11. General Conditions:

8. Deleted

9. CRCA M.S. Sheets

The CRCA mild M.S sheets to be used in the work shall conform to IS513-normal D-Grade type mild steel.

10. Fabrication work for CRCA Mild Steel sheets

- 10.1. The Metal handling and Fabrication work for CRCA Mild Steel sheets shall be got executed from a specialized agency.
- 10.2. CRCA mild Steel sheets Fabrication shall be executed with CNC bending, CNC Laser and punching machines with precise work control and quality generation. Besides the specified machines, the Metal handling and Fabrication must have in-house CO2 welding and skilled CAD/CAM facilities, engineers and skilled and trained personnel and adequate storage facilities.
- 10.3. Sheet metal blanking shall be preferably done using laser cutting to save on material, reduce wastage, have less burr on cut blanks, speed of execution and achieve accuracy
- 10.4. All surfaces exposed to view shall be clean and free from dirt, stains, grease, scratches, distortion, waves, dents, buckles, tool marks, burrs and other defects which mark the appearance of finished work. Cutting edges shall be smooth and free from all defects.
- 10.5. All surfaces exposed to view shall be straight and true to line of curves. Arises and angles shall be as sharp as practicable. Miter joints shall be formed in true alignment with profiles accurately intersecting and all joints carefully eased to a radius of approximately 1mm unless otherwise shown. Metal corners shall be bent to the smallest radius possible without causing grain separation or otherwise impairing the work.
- 10.6. All exposed connections shall be formed with hairline joints flush and smooth. All face panels must be flat, true and free from weld stud witness or other surface imperfections/blemishes. Edges shall be machined and finished free from cutter marks (not guillotined). All fabrication should have dressed welds, bend radii, finish, permitted texture levels, squareness of construction, not twist or warp or sagging of shape.
- 10.7. The Tolerances in the fabrication work shall be as under:

Linear dimensions	-+/-0.5mm
Hole and Slot Punches	-0.3mm
Finished edge radius	-0.3mm-0.5mm
- 10.8. If the work for sheet metal is done with specialized agency the contractor shall be required to submit to the BMRCL copies of all the vouchers received from the approved fabricator and cheques/drafts paid by him to the approved fabricator as well as the copies of the documents establishing the excise paid by the fabricator for this work.

- 10.10. Finish for sheet metal 0.062"(1.6mm)CRCA
- 10.11. Surfaces indicated "A" finished to match sample
- 10.12. Surfaces without identification or indicated "C" to be unfinished.
- 10.13. Parts to be free of visible defects on "A" and "B" surfaces.
- 10.14. Flat surfaces to have : Flatness tolerance of 0.05mm per 25mm. Not to exceed 0.50mm over the entire surface.
- 10.15. Each Part to be approved by Engineer-In-charge prior to production.
- 10.16. Definitions:
 - "A surface : The top or front, most often viewed surface by consumer.
 - "B" surface: Generally the front edge/sides or back/bottom of a part. Not viewed as often as an "A" surface.
 - "C" surface: Internal surfaces. Parts or faces not normally seen. Normally "c" surfaces are not inspected for cosmetic attributes.

11. Structural Steel

All structural steel shall be of tested quality and shall conform to one of the following standards.

1. IS:226 Structural steel (Standard Quality)
2. IS:2062 Structural steel(Fusion welding quality)Grade A(1992) IS:961 High Tensile Structural Steel (Ordinary)
3. IS:1161 Steel Tubes for Structural purposes Grade B(1992)
4. IS:4923 Hollow steel sections for Structural use
- 5.
6. The Contractor shall supply to the Engineer copies of the manufacturer certificate that the steel brought to the site for incorporation in the works is of a quality fully complying with the specification. If required by the Engineer, the Contractor shall arrange for testing of the steel samples as per IS:1608-1599.

13. Welding Electrodes:

Welding electrodes used for the works shall conform to IS:814/latest and shall be supplied by manufacturer approved by the Engineer and shall be of the grade approved by the Engineer. All Electrodes shall be kept under dry conditions. Any electrode which has part of its flux coating broken away or is damaged shall be rejected.

14. Bolts and Nuts:

Bolts and nuts used for the works shall unless otherwise specified Be black bolts and nuts supplied by manufacturer approved by the Engineer and shall confirm to IS:1367 and 1367(1980) For the truss hot-dip galvanized (@300gm/sqm) bolt sleeve of mild steel grade '8' conforming to IS:2062 and 4dia 12mm anchor bars welded to same as per detailed drawing and instruction of the engineer shall be provided. The Length and diameter of sleeve shall be 300mm and 60mm respectively. The sleeve shall receive hexagon head bolt IS:1363(part-I)-ISO4016-M-20x90-8.8. Hexagon head bolt shall be provided with galvanized spring washer as per the detailed drawing and instruction of the Engineer.

15. Washers:

Plain washers shall be made of mild steel conforming to IS:5369(1975), unless otherwise specified. One washer shall be supplied with each bolt and, in case of special types of bolts, more than one washer as needed for the purpose shall be supplied. An additional double coil helical spring washer, conforming to IS:6755 (1980). Shall be provided for bolts carrying dynamic or fluctuating load and those in direct tension. Tapered washers, conforming to IS:5372 (1975) and IS:5374 (1975), shall be used for channels and beams respectively wherever required.

16. Structural steel works:

These specifications shall be read in conjunction with the CPWD specifications 1996 and other relevant reference specifications described in the section 1 of these specifications.

The Contractor will provide all materials and equipment required to complete the works in every respect, whether such materials are required as part of the permanent structures or temporary for fabrication or erection or maintenance including specifically structural steel plates, flats, bars, welding rods, rivets, bolts and nuts, paint, welding sets in the shop and at site, all workshop facilities, derricks, cranes, pulley blocks, wire ropes, hemp or manila ropes, winches, erection cleats and temporary braces or supports and all other materials required to deliver the Works complete in every respect.

All labour required for fabrication and erection for any cleaning, making good, rectifying, hauling, painting and for any other ancillary work required to complete fabrication and erection. The Contractor shall observe all safety requirements for erection of structural steelwork as covered in IS:7205.

16.1. Drawings:

- 16.1.1. The Engineer will provide to the Contractor details of material size and other details of all materials and typical details.
- 16.1.2. Should there be any discrepancy in the contractor is to refer the matter to the Engineer. The contractor shall further provide a drawing showing the accurate setting out to line and level of all the anchor bolts intended for the work in sufficient time for their inclusion in the work so as to maintain the building program.
- 16.1.3. The Contractor is to prepare all the necessary fabrication shop drawings and these shall be submitted to the Engineer in duplicate and be approved by him before fabrication is commenced. All such drawings shall show the dimensions of all parts, method of construction, welding and bolting. A further set of all approved fabrication drawings shall be supplied by the Contractor for use of the Engineer as required.
- 16.1.4. Approval by the Engineer of drawings or any other particulars submitted by the Contractor shall not relieve the Contractor of full responsibility for any discrepancies, errors or omissions therein. The Contractor shall at his own expense supply such additional copies of his working drawings as are required for the use of the interested parties.

16.2. Workmanship and Fabrication:

- 16.2.1. For all the works, workmanship shall be of first class quality, throughout, Inconformity with IS:800 (latest), and true to line, level and dimension as shown in the drawings or instructed by the Engineer.

- 16.2.2. All parts assembled for bolting shall be in close contact over the whole surface and all bearing stiffeners shall bear tightly at top and bottom without being drawn or caulked. The component parts shall be so assembled that they are neither twisted nor otherwise damaged as specified cambers if any shall be provided. Drilling done during assembling shall not distort the metal or enlarge holes. The butting surfaces at all joints shall be so cut and milled so as to butt in close contact throughout the finished joints.
- 16.2.3. Cutting shall be done automatically. Hand flame cutting will not be permitted.
- 16.2.4. The edges and end so fall cut/sheared flange plates, web plates of plate girders, and all cover plates, and the ends of all angles, tees, channels and other sections forming the flanges of plate girders, shall be planed/ground.
- 16.2.5. Holes for bolts shall be drilled to conform to clause 10 of IS:7215 (1974). Punching of holes will not be permitted. All drilling shall be free from burrs. No holes shall be made by gas cutting process.
- 16.2.6. All welding for the works shall be carried out by first class welders and shall be in accordance with IS:816, IS:819, IS:1024, IS:1261, IS:1323 and IS:9595. The Engineer may at his discretion order periodic tests of the welder and/or of the welds produced by them. All such tests, shall be carried out by the Contractor at his cost.
- 16.2.7. Safety Requirements should conform to IS:7205, IS:7273 and IS:7269 as applicable and should conform to safety, economy and rapidity
- 16.2.8. As much work as possible shall be welded in shops. The pieces shall be manipulated to ensure own hand welding for all shop joints as far as possible. All parts to be welded shall be arranged so as to fit properly on assembly. After assembly and before the general welding is to commence the parts are to be tack welded with small fillet butt welds as the case may be. The tack welding must be strong enough to hold the parts together but small enough to be covered by the general welding. The welding procedure shall be so arranged that the distortion and shrinkage stresses are reduced to a minimum.
- 16.2.9. All joints required in structure to facilitate transport or erection shall be shown on the drawings or as specified by the Engineer. Should the Contractor need to provide joints in locations other than those specified by the Engineer he shall submit his proposals and obtain the prior sanction of the Engineer for such joints. The lengths of structural shall be the maximum normally available in the market jointing of shorter length in order to make up lengths required shall not be permitted.
- 16.2.10. Each piece of steel work shall be marked distinctly before delivery, indicating the position and direction in which it is to be fixed. Three copies of a complete marking plan are to be supplied to the Engineer before erection commences.
- 16.2.11. In the case of welded fabrication any distortion remaining in the member after welding operations are completed shall be rectified by and/or at the expense of the Contractor to the approval of the Engineer.
- 16.2.12. All members of trusses and lattice girders shall be straight throughout their length, unless shown otherwise on the drawings, and shall be accurately set to the lines shown on the drawings. Sheared edges of gussets or other members to be straightened and dressed where necessary.
- 16.2.13. Templates and jigs used throughout the work shall be all steel. In cases where actual materials have been used as templates for drilling similar pieces, the Engineer shall decide whether they are fit to be used as parts of the finished structure.
- 16.2.14. Apart from the requirements of welding specified under the above sub clauses, sections above, the Contractor shall ensure the following requirements in the welded joints.
- Strength-quality with parent metal.
 - Absence of defects
 - Corrosion resistance of the weld shall not be less than that of parent material in an aggressive environment.
- 16.2.15. No gasket or other flexible material shall be placed between the holes.

16.2.16. The holes in parts to be joined shall be sufficiently well aligned to permit bolts to be freely placed in position. Driving of bolts is not permitted. The nuts shall be placed so that the identification marks are clearly visible after tightening. Nut and bolts shall always be tightened in a staggered pattern and, where there are more than four bolts in any one joint, they shall be tightened from the centre of the joint outwards.

16.3. Testing of Welds:

16.3.1. Butt welds - Radiographic testing of 5% of welds as per IS 1182.

16.3.2. Fillet Welds- Ultrasonic testing of 5% of welds.

16.3.3. All welded connections shall be inspected as per IS:822.

16.3.4. All welds shall be tested by "dye penetration test" as per current practices.

16.3.5. Agency for testing of weld shall be approved by the Engineer prior to testing.

16.3.6. Defected welds shall be repaired or replaced as decided by the engineer. The repaired or replaced welds shall be tested using the same methods as above. Additionally, when defective welds are found, the cause of the defective welding shall be determined and the contractor shall institute immediate corrective action.

16.3.7. No extra payable shall be made for the tests indicated above.

16.3.8. Protection of Steel Works (IS:8629) :

16.3.9. Sand blasting where specified shall be carried out in accordance with IS:1477.

16.3.10. Painting work shall be carried out in accordance with IS:8629 (Parts I to III). Painting shall be applied under the temperature requirement specified by the manufacturer.

16.3.11. The steel work, prior to delivery, shall be cleaned from scale, rust, dirt and grease etc., by means of chipping, scraping and wire brushing using skilled operators as described in the painting systems below. The cleaning shall proceed each day over the extent of surfaces which can be painted on that day. The paint shall be applied by brushing or spraying as per approval of the Engineer. Paint brushes round/oval and flat shall be conforming to IS:487 and IS:384 codes respectively, if painting with brushing is approved by Engineer. The spraying equipment shall be compatible with the paint material, fitted with necessary gauges and controls and approved by the Engineer.

16.3.12. Site weld locations shall be left free from paint within 50mm of the weld position, and contact surfaces in connection using High Strength Friction Grip Bolts shall not be painted. Immediately after completion of erection all damaged paint shall be scraped off and made good to the approval of the Engineer.

16.3.13. The Steel work specialist shall also clean down and apply one coat of primer to all site bolts, site bolted connections and site weld locations and the paint work generally shall be left in sound condition for any subsequent painting.

16.3.14. All paints and primers shall be of best quality and in original sealed containers as packed by the paint manufacturer conforming to the relevant Indian Standards and shall be procured directly from the manufacturers. All paint to be used shall be stored under cover in such conditions as will preserve it from extreme of temperature and the paint shall be used and applied strictly in accordance with the manufacturer's instructions.

16.3.15. In addition, the following specification shall apply to the shop painting of contact and in accessible surfaces.

1. Surfaces to be painted shall be thoroughly cleaned from scale, rust, dirt, grease etc. by means of sand/grit/shot blasting or other equivalent means.
2. Surfaces which are to be brought permanently into close contact made in accessible either in the shops or up on erection shall, after cleaning, be given two coats of Red Lead Priming Paint. The surfaces shall be brought into contact while the paint is still wet.
3. Contact surfaces in connection using High Strength Friction Grip bolts shall not be painted or oiled and shall be free from dirt, loose scale, burrs, pit sand any other defects which would prevent the solid seating of the part and would interfere with the development of friction between them.

4. All enclosed surfaces of box members shall be completely sealed by oiling or by coating with approved bitumen paint and all such members and tubes shall have their ends closed by suitable plates welded in position.
- 16.3.16. Surfaces in contact during shop assembly shall not be painted. Surfaces which cannot be painted, but require protection, shall be given a rust inhibitive grease conforming to IS:958(1975), or solvent deposited compound conforming to IS:1153(1975) or IS:1674(1960), or treated as specified in the drawings.
- 16.3.17. Surfaces to be in contact with concrete shall not be painted.
- 16.3.18. The Contractor shall take all precautions to prevent dust and dirt coming in contact with freshly painted surfaces or with surface being painted. The second coat of paint shall only be applied when the first coat has dried.
- 16.3.19. Surfaces not in contact but in accessible after shop assembly shall receive the specified protective treatments before assembly.
- 16.3.20. Exposed machined surfaces shall be adequately protected.
- 16.3.21. A uniform film thickness of paint is to be ensured throughout the work.
- 16.3.22. Surfaces, which have not been shop coated, but require surface treatment shall be given necessary surface preparation and coats at site as specified in the painting system.
- 16.4. Erection & Site Work:
 - 16.4.1. The Contractor shall be responsible for checking the alignment and level of foundation and correctness of foundation bolt centre, well in advance of starting erection work, and shall be responsible for any consequences for non-compliance thereof. Discrepancies if any shall immediately be brought to the notice of the Engineer for his advice. The structure should be divided into erectable modules as per the total scheme. This should be pre-assembled in a suitable yard/platform and its matching with members of the adjacent module checked by trial assembly before erection. Immediately prior to erection any rust in the paint area shall be removed by power wire brushing to a standard equivalent to SA3.
 - 16.4.2. During erection the rough handling bending, straining or pounding with damage to the structure during transportation or erection shall be immediately rectified by the Contractor at his own cost. The straightening of bended plates, angles and other sections shall be done by methods which will not cause fracture. Following the completion of the straightening, the surface of the member shall carefully be inspected for damage and got approved by the Engineer before further use.
 - 16.4.3. The Contractor shall be responsible for accurately positioning, levelling and plumbing of all steelwork and placing of every part of the structure in accordance with the approved drawings and to the satisfaction of the Engineer. All section base, beam and girder bearings etc. shall be securely supported on suitable steel packs. All reference and datum points shall be fixed near the work site for facilitating the erection work.
 - 16.4.4. All equipment used by the Contractor shall be sufficient for the purpose and for the erection of the steel work, in the time specified in the contract. Any lifting or erecting machinery shall be to the approval of the Engineer and shall be removed from the site if he considers such appliances dangerous or unsuitable for their functions. The approval of the Engineer shall not relieve the Contractor of the responsibilities for the loads to which the erection equipment shall be called upon to carry. Adequate arrangement shall be made to resist wind loads and lateral forces arising at the time of erection.
 - 16.4.5. The Contractor is entirely responsible for the stability of the structure during erection and shall arrange that sufficient tack bolts, braces or guy ropes are used to ensure that work will remain rigid until final bolting, riveting or welding is completed. The Contractor shall supply and fix. Without extra charge. Any temporary bracing which may be necessary.

- 16.4.6. All steel work shall be erected in the exact position as shown on the drawings. All vertical members shall be truly vertical throughout and all horizontal members truly horizontal, fabrication being such that all parts can be accurately assembled and erected. No permanent bolting, welding or grouting shall be done until proper alignment has been obtained and checked by the Engineer.
- 16.4.7. At stanchion splices and at other positions where concrete cover to the steel is liable to be restricted, bolts will be placed with their heads on the outside of the members.
- 16.4.8. All field assembly bolting and welding shall be executed in accordance with the requirements for shop fabrication excepting such as manifest apply to shop conditions only. Where steel has been delivered painted the paint shall be removed before field welding for a distance of at least 50mm on either side of the joints. The number of washer non-permanent bolts shall not be more than two for the nut and one for the bolt head.
- 16.5. Inspection:
- 16.5.1. The Contractor shall inform the engineer of the progress in fabrication and as to when individual pieces are ready for inspection. All gauge templates necessary to satisfy the Engineer shall be supplied by the contractor. The engineer may at his discretion check the results obtained at the contractors works by independent tests and should the material so tested be found unsatisfactory, the cost of such tests shall be borne by the contractor. During inspection, the component/member shall not have any load or external restraint.
- 16.5.2. Structural steel and components viz. bolts, nuts, washers, welding consumables, etc. should be tested for mechanical and chemical properties as per the requirement of the relevant IS or any other specified codes/standard.
- 16.6. Holding down and Anchor bolts:
- 16.6.1. The holding down and anchor bolts should conform to the requirements laid down in IS:624 or as directed by the Engineer.
- 16.6.2. Installation: Individual bolts in groups of holding down bolts shall be positioned accurately with in a tolerance of +6mm. The bolts shall be set vertically to a tolerance of not more than 1 in 250.
- 16.6.3. During the casting of concrete the contractor shall ensure that space between the bolt and sleeves is kept clean after removal of shuttering. The contractor shall provide and fix timber plugs to maintain this space in a clean condition. The projecting threads of bolts shall be protected by approved wrapping materials.
- 16.6.4. Grouting of bolt tubes shall be carried out after the steel work or equipment have been aligned, plumbed and levelled.
- 16.7. Tolerances:
- 16.7.1. All tolerances shall be in accordance with IS:7215 unless otherwise specified.
- 16.7.2. The maximum deviation for line and level shall be +3.0 mm for any part of the structure including for location of column centres.
- 16.7.3. The maximum deviation from plumb for columns shall be +3.0mm in 10.0 m height subject to a maximum of +6.0 mm in a total height of 30.0m.
- 16.7.4. The deviation at the centre of the upper chord member from vertical plane running through the centre of the bottom chord shall not be more than 1/1500 of span but in no case more than 10.0mm. The lateral displacement of top chord at centre of span for vertical plane running through centre of supports shall not be more than 1/250 of the depth of truss but in no case more than 20.0mm.
- 16.7.5. Tolerances for anchor fasteners shall be as specified by respective manufacturers in their Technical and Specifications publication booklets.

17. Deleted.

17.1.1. Deleted

18. Deleted.

18.1.1. Deleted

19. Deleted.

19.1.1. Deleted

20. Powder Coating

20.1.1. Powder coating on Aluminium Plates

20.1.2. Whenever specified the aluminium plates shall be coated in approved colour and shade with pure polyester powder of Berger /Asian Paints/Nero coat to a minimum thickness of 75 microns.

20.1.3. The pure polyester powder coating shall be got executed from specialized agency.

20.1.4. The pure polyester powder shall have following properties: -

- Free flow-ability: Satisfactory.
- Particle size: <50-70 microns suitable for electrostatic spray.
- Specific gravity: 1.1 to 1.5 depending on the colour.
- Self-life: 6 months
- Stoving Schedule: 200-degree C for 10 minutes. (metal temperature)
- Test Certificates from approved laboratory for the representative samples shall be submitted by the Contractor. Testing will be done in presence of Employer's representatives at the cost of contractor.

20.1.5. The curing schedule shall be as specified by the manufacturer of pure polyester powder.

20.1.6. The properties of cured powder films shall be: -

- Scratch hardness: Equal to or more than 4Kg.
- Impact resistance: Min150 Kgcm
- Pencil hardness: 3 H to 4 H
- Salt spray resistance: 500Hrs.
- Water soak at room temperature: No change after 500Hrs.
- Detergent resistance: No attack after500Hrs.
- Cross Hatch adhesion: GT=0 (ASTMD-3359)
- Cured Film thickness: Min 75microns.

20.1.7. Tests for properties of cured film as given above shall be carried out at frequency specified in relevant IS/BS/ASTM codes or as specified by the Engineer- in-charge.

20.1.8. The surface of aluminium shall be prepared and pre-treated as follows before powder coating:

-

- Removal of all foreign matter.
- Chromatisation of aluminium surface as specified by the manufacturer of pure polyester powder by at least a five stage process consisting of alkaline grease, rinse and chromate conversion followed by two rinses. The chromate coating and alkaline grease shall be as per requirement of the pure polyester powder manufacturer.
- Proper curing at required temperature shall be done for specified time period so as to achieve the desired properties.

20.1.9. The pure polyester coated surface shall be of uniform texture. colour and gloss and shall be free from cracks, warps and other imperfections.

20.1.10. The pure polyester powder is to be used within its shelf life from the date of manufacturing as specified by the manufacturer.

20.1.11. Powder coating on M.S and CRCA Mild Steel sheets

- 20.1.12. Whenever specified the M.S and CRCA Mild Steel plates and sections shall be coated in approved colour and shade with pure polyester powder of Berger /Asian Paints/Nero coat to a minimum of 75microns.
- 20.1.13. The pure polyester powder coating shall be got executed from specialized agency as given in 20.1.2 to 5, 20.1.7 and 8. Edit as per number in Aluminium above
- 20.1.14. The surface of steel shall be prepared and pre-treated as follows before powder coating: -
- Removal of all foreign matter.
 - Low weight Zinc Phosphate conversion treatment of M.S and CRCA mild Steel surface as specified by the manufacturer of pure polyester powder by at least a seven stage process consisting of oxide and scale removal, alkalide grease, rinse twice and Zinc Phosphate conversion treatment followed by two rinses. The Zinc Phosphate conversion treatment and alkalide grease shall be as per requirement of the pure polyester powder manufacturer. Last wash shall be from diluted acid and immediately after that powder coating process shall be started without wasting much time.
 - Proper curing at required temperature shall be done for specified time period so as to achieve the desired properties.
- 20.1.15. The pure polyester coated surface shall be of uniform texture, colour and gloss and shall be free from cracks, warps and other imperfections.

21. Galvanizing

- 21.1.1. Galvanizing, wherever specified, shall be minimum 80 microns thick and shall conform to IS-4759.

22. Deleted

23. Deleted.

24. Deleted

25. Mechanical Fasteners

- 25.1.1. Dash Fasteners of required diameter and length manufactured by HILTI/FISCHER or equivalent shall be provided
- 25.1.2. The Contractor shall make arrangements with the Dash Fastener suppliers - HILTI/FISCHER or other approved suppliers to carry out random pull out tests at site of work to the satisfaction and directions of Engineer-in-charge.
- 25.1.3. Entire work has to be carried out as per laid down specifications of 'HILTI India Private Limited'. Specification Book published by HILTI will have to be referred to in this respect.

26. Deleted

27. Deleted

28. Signage Fixings

- 28.1.1. Suspended Signs.
- 28.1.2. Suspender have been designed for 2 levels for all signs mounted with bottom at 2.4m above floor
- Smaller lighter suspenders for all signs with fixings to a maximum of 1.8m
 - Heavier suspenders fixing to the lighter suspenders to reach beyond 1.8 upto 3.5m.

- 28.1.3. This suspender arrangement cover almost all the situations inside stations up to a clear height of 6m for suspending the sign. A sign with suspenders beyond 3.5m will not be installed as suspended signs and will be changed to a projected or post-mounted sign. Any situations observed by the contractor shall be brought to the notice of Engineer-In-charge and prior approval shall be taken before any variation in fixing is done.
- 28.1.4. The quoted rates of contractor for the suspended signage shall be for suspending the specified suspended from any medium, RCC beams/slabs, and structural steel sections of and shape and size etc. nothing extra whatsoever shall be admissible on this account.
- 28.1.5. Post mounted signs
- 28.1.6. These signs will have a dedicated special structure. Height variations will not happen beyond the drawings shown.
- 28.1.7. The quoted rates of contractor for the Post mounted signs shall be for erection of the post mounted signs on base/floor of any medium, RCC or CC floor etc. with or without floor finishes of any type. Nothing extra whatsoever shall be admissible on this account for arrangements for fixing signs from site to site.
- 28.1.8. Face fixed Signs
- 28.1.9. The quoted rates of contractor for the Face fixed. signage's shall be for face mounting the signs at all heights and to any medium, RCC Beams/Slabs or Brick Wall etc. with or without cladding. Nothing extra whatsoever shall be admissible on this account.
- 28.1.10. Nothing extra whatsoever shall be admissible for any variations of the required face fixing arrangements from site to site of work.
- 28.1.11. Variation will be admissible only in case of being asked to fabricate and fix a new fixing bracket in place of the bracket fabricated as per the Good for Construction drawings included in Tender Documents. Variation of amount in this case will be mutually decided and approval of the Employer will be obtained before fabricating such brackets.
- 28.1.12. Projection signs
- 28.1.13. The projected signs are fixed using projected bracket fixed to the wall or column with a length proportional to the sign length.
- 28.1.14. The quoted rates of contractor for the projected signs shall be for each length of bracket separately at all heights and to any medium RCC Beams/Slabs or Brick Wall etc. with or without cladding. Nothing extra whatsoever shall be admissible on this account.
- 28.1.15. Special mounting for signs
- 28.1.16. There will be few situations where the details are not provided for fixing or a special customized detail has to be made for the sign to fix to specific beams, columns etc. in such cases, the contractor will check the site condition, workout a detail for the fixing In consultation with Engineer and get is approved with the Engineer-in-charge. The contractor has to quote a rate per Kg of MS used including providing, fabricating, finishing complete with all accessories like nuts, bolts, washers and props etc used at site for installation of the bracket fixing the sign.
- 28.1.17. The BOQ provides an Item to quote a Unit Rate for fabricating customized fixings for signs. Such a rate will be considered for Variation will be admissible only in case of being asked to fabricate and fix the fixing bracket in place of the bracket fabricated as per provided a customized Good for Construction drawings provided by the Engineer-in-charge. Variation of amount in this case will be mutually decided and approval of the Employer will be obtained before fabricating such brackets.

SECTION 8

Not Applicable

SECTION 9: PROFORMA OF SECURITIES

PROFORMA – A: Form of Bank Guarantee/ e-BG for Earnest Money Deposit/ Tender Security

PROFORMA – B: Form of Bank Guarantee/ e-BG for Performance Security

SECTION 9: PROFORMA OF SECURITIES**PROFORMA - A****FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

(Reference ITT clause 14)

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To,
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru- 560 027.
Karnataka, INDIA.

1. **WHEREAS** _____ [Name and Address of the Tenderer] (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ [Name of the Works] (hereinafter referred to as the "Bid" or "Tender").
2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s _____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).
3. **AND WHEREAS** we _____ [Name and full address of the Bank including Email address] having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.
4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR _____ [the amount of Guarantee to be specified in figure and words as specified in the Tender document]. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India:

Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address
Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number,
E-mail Address: _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore - 560001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.
8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.
9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.
10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.
11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.
12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ [Indian Rupees to be specified in words and figures].
14. This guarantee shall be valid till _____ [Date to be mentioned].
15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.
16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.
- a) Payment by the Bank of the guaranteed sum in full to the 'Employer',
 - or
 - b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee and in case of electronic Bank Guarantee (e-BG), after release/discharge of eBG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Note:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee'.*
2. *The above format shall be used for e-Bank Guarantee also.*
3. *For issuance of e-BG, the UIN (PAN No.) of BMRCL is AAACB4881D.*
4. *Tender No. shall be the reference to be mentioned in the e-BG.*

PROFORMA – B**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY”**

(Reference GCC Clause 25)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To

Bangalore Metro Rail Corporation Limited (BMRCL)

3rd Floor, BMTC Complex,

K.H. Road, Shanthinagar

Bengaluru – 560027,

Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the “Contractor”) has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* (hereinafter referred to as “the Contract”). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the “Employer” or “BMRCL”), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.
2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security* for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor*. In pursuance to this M/s. _____ (the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.
3. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the “Bank”), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.
4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor ‘up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer’s first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.
5. This Bank Guarantee is encashable at the Issuing Bank’s designated Branch in Bengaluru, Karnataka, India as mentioned below:

*Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address
Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number,*

E-mail Address: _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.
8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.
9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.
10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.
11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.
12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____

_____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ [Indian Rupees/Foreign Currency/ies to be specified in words and figures].
14. This Bank guarantee shall be valid till _____ [Date to be mentioned].
15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.
16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:
- a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',
or
 - b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee and in case of electronic Bank Guarantee (e-BG), after release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee'.
2. The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.
3. The above format shall be used for e-Bank Guarantee also.
4. For issuance of e-BG, the UIN (PAN No.) of BMRCL is AAACB4881D.
5. Tender No. shall be the reference to be mentioned in the e-BG.

SECTION 10: ANNEXURES

ANNEXURE 1 - FORM OF CONTRACT AGREEMENT

ANNEXURE 2 - CHECKLIST

ANNEXURE 3 – DETAILS OF BANK ACCOUNT FOR REFUND OF EMD

**ANNEXURE 4 - FORMAT OF DECLARATION TOWARDS LITIGATION / ARBITRATION /
DEBARMENT / BLACKLISTING**

ANNEXURE 5 – UNDERTAKING

ANNEXURE 6 - FORM FOR SEEKING PRE-BID CLARIFICATION ON TENDER DOCUMENT

ANNEXURE 7 - FORM OF CERTIFICATE CONFIRMING SITE VISIT

ANNEXURE 8 - FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

ANNEXURE 9 - FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

ANNEXURE 10 - BIDDER INFORMATION AND TENDER FEES PAID DETAILS

ANNEXURE- 1

FORM OF CONTRACT AGREEMENT

CONTRACT No. BMRCL/.....

SUPPLY AND INSTALLATION OF ANCILLARY WORKS FOR SIX (06) ELEVATED STATIONS AND TWELVE (12) UNDERGROUND METRO STATIONS OF REACH-6 UNDER PHASE-II

This **Contract Agreement** (hereinafter called the “**Contract**”) is made at Bangalore on the day of by and between:

BANGALORE METRO RAIL CORPORATION LIMITED, a Public Limited Company incorporated under Companies Act 1956 and a 50:50 Joint venture of Government of India and Government of Karnataka formed for the purposes of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by, authorized to sign and bind the Company, with its registered and corporate office located at III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bengaluru 560 027, Karnataka, India hereinafter referred to as the “**BMRCL**” or the “**Employer**”, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

and

M/s. (*Name of the Contractor*) a (*legal status*) Company incorporated under companies act 1956, having its office at (*Contractor's office address*) represented herein by Mr. (*name and designation of the representative*), who is authorized to sign and bind the Company under the Power of Attorney dated And the Board Resolution dated and shall be responsible to the Employer under the Contract no. for “*Supply and Installation of Ancillary Works for Six (06) Elevated Stations and Twelve (12) Underground Metro Stations of Reach-6 under Phase-II*”, herein after referred to as the “**Contractor**” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, on the other part.

Herein after, BMRCL/Employer and Contractor are collectively referred to as ‘Parties’ and individually as ‘party’.

WHEREAS, the Employer invited Tenders for Contract No “.....” vide notification no. dated and the Contractor has in response submitted a Tender for Maintenance Contract for “*Supply and Installation of Ancillary Works for Six (06) Elevated Stations and Twelve (12) Underground Metro Stations of Reach-6 under Phase-II*” (hereinafter referred to in this Agreement as the ‘**Works**’) and agrees to undertake performance of the Works under the Terms and Conditions set forth in this Contract.

AND WHEREAS, the Contractor emerged as the successful Tenderer and the Employer awarded the Contract to the Contractor and the Contractor agrees to carry out the Works under the Terms and conditions specified in this Contract Agreement and the other Contract Documents, forming part thereof.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

Clause 1: Words and Expression

In this Contract, all the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

Clause 2: The Contract Documents

2.1 The following shall be deemed to form and be read and construed as a part of the Agreement

- (a) Letter of Acceptance No. dated
- (b) The Tender (Priced Bill of Quantities)
- (c) Instruction to Tenderers/ Bidders
- (d) General Conditions of Contract
- (e) Special Conditions of Contract
- (f) Bid Forms/ Tender Forms
- (g) Technical Specifications including scope of work
- (h) Employers clarifications to Pre-Bid queries and Addendum no.... dated....
- (i) Contractors 'Qualification cum Technical 'and Financial proposals submitted vide letter no.....dated.....
- (j) All correspondence between the Tenderer/ Bidder and BMRCL from the date of issue of NIT and the date of issue of LOA.
- (k) Performance Security in the form of Bank Guarantee issued by (name & address of the issuing bank) vide BG no..... dated.....amounting to valid up to..... Authenticity of the same is confirmed by the issuing branch vide their letter No..... Dated.....
- (l) Any other document forming part of this Contract.

2.2 All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein.

Clause 3: Integration

The 'Employer' and the 'Contractor' agree that this Contract Agreement, together with other Contract Documents, expresses all of the agreements, understandings, promises and covenants of the parties, and integrates, combines and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral and no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 4: Contract Price and Completion Time: The Contract price (inclusive of all applicable taxes, duties, cess and levies but exclusive of GST as per clause 39 of General Conditions of Contract and respective Special Conditions of Contract) and completion time for executing the works under the Contract is as below:

1.	Total Contract Price	Rs. (Indian Rupees..... only).
2.	Date of Commencement of Works	Date of issue of Notice To Proceed (NTP) as per clause 34 of ITT.
3.	Completion period	05 months as per Appendix to Form of Tender.

Clause 5: Obligations of the Contractor

The mutual rights and obligations of the Employer and the Contractor shall be as set forth in the Contract and in particular:

- a) The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the Works of "..... *"Name of the Work"*" under the contract including "..... *"brief scope of works"*", requisite for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract.

- b) The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns and shall keep the employer fully indemnified against liability of tax, interest, penalty etc., of the contractor in respect thereof, which may arise.

Clause 6: Obligation of the Employer

The 'Employer' agrees, subject to the terms and conditions of the Contract, to pay the Contractor the amount specified and at the rates and terms and in the manner set forth in the Contract.

Clause 7: Governing Law

This Contract shall be construed/interpreted and enforceable under the applicable laws of the Republic of India

Clause 8: Language

This Contract Agreement and the other Contract Documents are made in the English language

Clause 7: Governing Law

This Contract is construed and enforceable under the applicable laws of the Republic of India. Where recourse to a Court is to be made in respect of any matter, the Court at Bangalore shall have the exclusive jurisdiction to try all disputes between Parties.

Clause 9: Notices

All Notices called by the Terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other addresses as such party may subsequently notify the other.

To Employer:

Bangalore Metro Rail Corporation Ltd,
III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore-560027,
Karnataka, India.

To Contractor:

.....
.....
.....
.....
.....

Clause 10: Jurisdiction of Court

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names by the hands of their authorized representatives on the day and date first above written.

For

For

**Bangalore Metro Rail Corporation Limited
(EMPLOYER)**

(Contractor)

(.....)
Company Secretary

(.....)

WITNESS:

WITNESS:

(.....)

(.....)

Note:

- * *This Contract Agreement is tentative and may be modified as considered necessary at the time of finalization /signing of the Contract.*
- ** *Blanks to be filled by the BMRCL at the time of finalization of the Form of Agreement.*
- *** *Any other condition considered to be essential in the interest of BMRCL shall be included.*

ANNEXURE - 2**CHECK LIST****

- (A) The following check list is intended to help the Tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the Tender documents and the list carefully and take necessary action.
- (B) Tenderers are also required to submit copy of the checklist, duly marked, along with their offer.

The Tender submittals shall consist of the following:

I	QUALIFICATION CUM TECHNICAL PACKAGE	
a.	Earnest Money Deposit / Tender Security (Clause 14 of ITT)	Submitted / Not Submitted
b.	Form of Tender on firm's Letter head (Clause 10 of ITT)	Submitted / Not Submitted
c.	Notarized Power of Attorney (Clause 15.4)/ Attested copy of the Partnership deed / Ownership record to demonstrate the authority to sign the Tender submittals.	Submitted / Not Submitted
d.	Evidence of 'Tenderer's Eligibility and Qualification Criteria (Clause 2 & 3 of ITT) and Qualification Information (Section 3) with CA's certifications.	Submitted / Not Submitted
e.	Copy of PAN card	Submitted / Not Submitted
f.	Copy of GST Registration certificate	Submitted / Not Submitted
g.	Bank Details in prescribed Proforma given in Annexure-3 in Section-10 along with a cancelled Cheque leaf (ITT clause 14.2)	Submitted / Not Submitted
h.	Undertakings as per prescribed Performa given in Annexure-4 & Annexure-5 in Section-10.	Submitted / Not Submitted
i.	Constitution or legal status of Tenderer as per clause 1.1 of Section 3.	Submitted / Not Submitted
j.	List of works executed and payments received year wise in the last five years as per clause 1.2 of Section 3 duly certified by CA.	Submitted / Not Submitted
k.	Existing commitments and ongoing works as per clause 1.3 A of Section 3.	Submitted / Not Submitted
l.	Works for which Tenders already submitted as per clause 1.3 B of Section 3.	Submitted / Not Submitted
m.	Certificate conforming Site visit as Performa given in Annexure-7	Submitted / Not Submitted
n.	Self-certification and Declaration for Local Content as per proforma given in Annexure-8 & Table-A, B & C to Annexure-8	Submitted / Not Submitted
o.	Certificate for Eligible Source Countries as per Annexure-9	Submitted / Not Submitted
II	FINANCIAL PACKAGE	
a.	Priced Bill of Quantities in the format prescribed in Volume 2 (ITT Clause 11)	Submitted / Not Submitted

Note to the Tenderer:

**** - The above list is not exhaustive, any other document/s which are required as per the Tender document shall be submitted.**

ANNEXURE – 3

DETAILS OF BANK ACCOUNT FOR REFUND OF EMD

- Name of the Firm/Tenderer:
- Name of the account to which amount to be remitted:
- Complete Address:
- Name of the Bank:
- Branch:
- Address of the Bank Branch:
- Account Type:
- Account Number:
- IFS Code of the Bank Branch:
- MICR Code of the Bank Branch:
- Whether a cancelled Cheque of the Tenderer/Firm is submitted: Yes or No (please tick)

Certified that the information furnished above is correct.

Signature of the Tenderer

ANNEXURE - 4**FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING**

We, M/s. *[Name of the Tenderer]*, herein after called “ the Contractor”, do hereby affirm and declare that we have NOT been blacklisted/debarred/declared ineligible by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects in India during last five (5) years.

We further declare that we have NOT rescinded the works after award of the Contract during last five (5) years.

We also do hereby affirm and declare that we have NOT been declared ineligible by the Government of Karnataka or BMRCL for any corrupt and fraudulent practices.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Performance security and Tender Security or EMD at its discretion.

Place:

Signature of the Tenderer

Note: Last five (5) years shall be counted from 28 days prior to the last date of submission of the Tender.

ANNEXURE - 5**UNDERTAKING**

We, M/s..... *[Name of the Tenderer]*, herein after called “the Contractor”, do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document while performing the contractual obligations relating to*[name of work]*..... of BMRCL, Bangalore.

We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

We also undertake that the Tender submittals do not contain any deviation or amendment or modification or change of any type whatsoever with regard to tender conditions and specifications.

Place:

Signature of the Tenderer

Date:

Name

Designation

Seal of the Company

Phone

ANNEXURE – 6**FORM FOR SEEKING PRE-BID CLARIFICATION ON TENDER DOCUMENT**

Name of the Tenderer:

Sl. no.	Section No.	Clause No.	Tender Condition	Tenderer's Queries
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

.....
.....

Signature of the Tenderer

ANNEXURE – 7

FORM OF CERTIFICATE CONFIRMING SITE VISIT

Name of work: “Supply and Installation of Ancillary Works for Six (06) Elevated Stations and Twelve (12) underground Metro Stations of Reach-6 under Phase-II”

This is to certify that in connection with this tender for “*Supply and Installation of Ancillary Works for Six (06) Elevated Stations and Twelve (12) Underground Metro Stations of Reach-6 under Phase-II*” of Bangalore Metro Rail Project, representatives of M/s [Name of the company] have visited the sites of work and have become conversant with the local conditions of working.

Signature of the Tenderer

ANNEXURE - 8**FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT**

I/We..... (jointly and severally) declare that I/we have offered this Tender with the local content of% and has given details of the locations(s) at which the local value addition is made as per Table A, B & C of this Annexure.

I/We declare that the specified local content of % above, is excluding the Services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CAMC etc., in line with OM No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021.

I/we further declare that the Imported items sourced locally from resellers/distributors are also excluded from the calculations of 'Local Content' as detailed in 'Table C' of this Annexure.

I/We further confirm that I/we will submit a Certificate at the time of execution of project or at least within 30 days after completion of the works (excluding AMC/CAMC, if any), issued by a Practicing Cost Accountant or practicing Chartered Accountant in pursuant to SCC clause 18 giving the percentage of local content.

I/We acknowledge the right of the Employer to impose a penalty upto 10% of the contract value, in case the contractor does not meet the stipulated local content requirement and the category of the Contractor changes from Class-I to Class-II/ Non-local.

I/We further acknowledge the right of the Employer to debar the Tenderer for any violation or false declaration, regarding 'Local content' or local value addition (including payments to be made to their vendors for local value addition), which shall be treated as fraudulent practice under ITT Clause 35.3 of this Tender for which the Tenderer or its successors can be debarred for up to Two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under Law.

SIGNATURE OF THE TENDERER

Note:

Please refer GCC clause 1(ff) for definition and valuation of "Local Content."

PROFORMA FOR DECLARATION FOR THE MATERIALS /SERVICES**TABLE-A: PROPOSALS FOR MATERIALS /SERVICES TO BE MANUFACTURED / SUBCONTRACTED IN INDIA**

Information to be furnished by the Tenderer for Materials /Services to be Manufactured / Procured / Subcontracted / Sourced in India							
Sl.No	Materials /Services	To be Manufactured in India by the Tenderer			To be Procured by the Tenderer from vendors / Subcontractors in India		
		Percentage (%)	Description	Address	Percentage (%)	Description	Address
1							
2							
....							
....							

TABLE-B: PROPOSALS FOR MATERIALS /SERVICES TO BE SOURCED OUTSIDE INDIA

Information to be furnished by the Tenderer for Materials /Services to be sourced Outside India					
Sl.N	Materials /Services	To be sourced from outside India			
		Country of Origin	Percentage (%)	Description of the Firm	Address
1					
2					
....					
....					

TABLE-C: PROPOSALS FOR IMPORTED ITEMS TO BE SOURCED FROM RESELLERS/ DISTRIBUTORS IN INDIA

Information to be furnished by the Tenderer for Imported Items to be sourced from Resellers/ distributors in India										
Sl. No	Materials /Services	Imported Items to be sourced from Resellers/distributors in India								
		Country of Origin	Cost						Description of firm	Address
			Cost of Item	Taxes	License Fee	Royalties paid	Technical expertise	Any Other		
1										
2										
....										
....										

ANNEXURE - 9**FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES**

(Refer ITT clause 36)

(To be submitted on Tenderer's Letter head)

1. I/We,(*Name of the Tenderer/Member*)....., have read ITT clause 36 regarding restrictions on procurement from a Tenderer of a country which shares a land border with India and on subcontracting to contractors from such countries; and I/we certify that I/we am/are:
 - (a) **not from such a country,*
 - or,*
 - (b) **from such a country (.....indicate country.....), have been registered with the Competent Authority@,*and will not **subcontract** any work to a contractor from such countries unless such contractor is registered with the "Competent Authority".
I/We hereby certify that I/we am/are fulfilling all requirements in this regard and eligible to be considered, in accordance to ITT clause 36.
2. I/We have read the ITT clause 36 regarding restrictions on procurement from a Tenderer having Transfer of Technology (ToT) arrangement. I/We certify that this Tenderer:
 - a. **does not have any ToT arrangement requiring registration with the "Competent Authority"**
 - OR**
 - b. **has valid registration to participate in this Tender@.*
3. **I/We submit a registration certificate herewith as an evidence of valid registration by the "Competent Authority" and I/We further acknowledge the right of the Employer that absence of such a registration certificate in the Tender, if the Tenderer belongs to such country stated above, shall disqualify the Tenderer.*
4. I/We acknowledge the right of the Employer to terminate the Tenderer for false declaration or certificate, along with further legal action in accordance with law.

Signature of the Tenderer*Note:*** Delete whichever is not applicable.**@ Evidence of valid registration by the Competent Authority shall be attached.*

ANNEXURE-10**TENDERER INFORMATION AND TENDER FEES PAID DETAILS**

1	Name of the Firm	
2	Complete Address	
3	Pin Code	
4	GST No	
5	Email ID	
6	Mobile Number	
7	Tender No	
8	Tender Description	
9	Mode of Payment	
10	Amount Paid	
11	Payment Reference Number	
12	Payment Date	
13	Bank Name	
14	Branch Name	

Signature of the Tenderer

Note: If you are making the payment through RGTS/NEFT/IMPS, please mention the Tender Number in the reference.