



BANGALORE METRO RAIL CORPORATION LIMITED
(A joint venture of Govt. of Karnataka and Govt. of India)

(3rd Floor, BMTC Complex, K.H. Road, Shanthinagar, BANGALORE . 560 027)
Telephones: 080-22969300-301 Fax: 080-22969222

NAME OF WORK: Construction of MG Road Revitalisation, Bangalore.

1.	TENDER REFERENCE	Tender No. BMRCL / MG ROAD REVITALIZATION -01
2.	ISSUE OF BID DOCUMENTS	02-11-2010 to 12-11-2010 during office working days - 11.00 hours to 16.30 Hrs (IST).
3.	LAST DATE FOR RECEIPT OF TENDER DOCUMENTS	25-11-2010 between 10.30Hrs to 15.00 hours (IST)
4.	Pre-bid Meeting	16-11-2010 at 11.00Hrs in BMRCL office, BMTC Complex, Shantinagar, Bangalore
5.	OPENING OF TECHNICAL BID DOCUMENTS	25-11-2010 at 15.30 hours (IST)
6.	OPENING OF FINANCIAL BID DOCUMENTS	Will be intimated to the Qualified Tenderers in due course.
7.	ADDRESS FOR COMMUNICATION	Office of the BMRCL, 3 rd Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore . 560 027.

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SECTION – 1**NOTICE INVITING TENDER (NIT)****Tender No. BMRCL/ MG Road Revitalisation-01**

Bangalore Metro Rail Corporation Limited (BMRCL) invites sealed tenders from eligible tenderers for Construction of MG Road Revitalisation, Electrical works, Plumbing works and other works for Bangalore Metro Rail Corporation limited.

1. The name of the work, approximate value, EMD and cost of tender documents are given in the table below:

Name of the work	Approximate value of work (Rs.)	Earnest Money Deposit (Rs.)	Cost of Tender Documents (Rs.)	Period of completion	Last date for submission of tenders
(1)	(2)	(3)	(4)	(5)	(6)
Construction of MG Road Revitalisation, Electrical works, Plumbing works and other works for Bangalore Metro Rail Corporation limited	Rs.725.00 Lakhs	Rs. 7.25 Lakhs	Rs. 25,000/-	05 Months	Up to 15:00 Hrs on 25.11.2010

2. Works envisaged under this contract are required to be completed in all respects within the period of completion mentioned above.
3. The Tenderers are required to submit three separate sealed covers, one containing the Earnest Money Deposit which will be opened first, the second cover containing the details of their capability to undertake and the technical bid will be opened next. The third cover (financial bid) will be opened only if the tenderer is found to be qualified to execute the tendered work. The Tenderers are advised to note the minimum qualification criteria specified in clause 13 below to qualify for award of the contract.
4. It is to be noted that the Tenderer must not have been blacklisted or deregistered by any govt. agencies or public sector undertaking during the last 10 years. Also the tenderer must not have resiled after award of contract. An undertaking to this effect shall be furnished along with the submission of Tender Documents.
5. All Tenderers are hereby cautioned that tenders containing any material deviation or reservation and/ or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and shall be summarily rejected. BMRCL reserves the right to accept or reject any or all proposals without assigning any reasons, No tenderer shall have any cause of action or claim against the BMRCL for rejection of his proposal.
6. Tender documents will be on sale from **02.11.2010 to 12.11.2010** (between 11.00 hrs to 16.30 Hrs) on working days. The payment of Tender Fee (non-refundable) of **Rs. 25,000/-** (Rupees Twenty five Thousand) shall be made in the form of crossed Demand Draft issued from a Scheduled Commercial Bank (except Cooperative Banks) drawn in favour of Bangalore Metro Rail Corporation Limited payable at Bangalore.
7. Tenders must be accompanied by Earnest Money Deposit as aforesaid in the above Table. Earnest Money Deposit will have to be in anyone of the forms as specified in the Tender Document and shall be valid for **45 days** beyond the stipulated validity of the tender.

8. The last date for submission of tenders to Bangalore Metro Rail Corporation Limited is **up to 15:00 hrs on 25.11.2010** and tenders will be opened on the same day at 15.30 hrs in the presence of the tenderers who wish to attend. If such nominated date for submission of tender is subsequently declared as a Public Holiday by the BMRCL, the next official working day shall be deemed as the date for submission of tender and opening of the same.
9. Tenders shall be submitted in person to The Managing Director, Bangalore Metro Rail Corporation Limited, BMTC Complex, III Floor, KH Road, Shanthinagar, Bangalore - 560027. The Engineer/Employer cannot take any cognizance and shall not be responsible for delay in transit.
10. Tenders sent telegraphically or through other means of transmission (Tele-fax etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.
11. Tender prices shall be quoted in Indian Rupees only.
12. Late or delayed tenders will not be accepted under any circumstances.

13. Eligibility Criteria

- i. The tenderer shall be either an individual or a company registered under the provisions of Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act. Execution of this project will not be permitted for Joint Venture/ Consortium.
- ii. The Tenderer should have relevant and proven experience of having successfully completed, in his/ its own name, similar works comprising of Building works, landscaping, gardening, fountain works and children play ground works, in preceding five years, i.e., during 2005-06 to 2009-10 (up to 31.03.2010), to be supported by Client's Certificates,
 - a) At least Three similar works costing not less than Rs. 300 Lakhs each
 - OR**
 - b) At least Two similar works costing not less than Rs. 375 Lakhs each
 - OR**
 - c) At least one similar work costing not less than Rs. 600 Lakhs each
- iii. Tenderer in its own name must have satisfactorily executed in a period of 12 consecutive months during 2005-06 to 2009-10 the following minimum quantities in works of Buildings, landscaping, gardening, fountain works and children play ground works, duly supported by Client's Certificates :

(a) Building works	3500 Sqm of Super Built up area.
(b) RCC works	M20 or higher 3000 Cum
(c) Landscape gardening	Planting of various species of flowering plants and bushes 5000 nos.
(d) Fountain works	6 sets.
(e) Play parks	5 sets of children play equipments.

Note: The above minimum quantities can be a combination from various contracts but should have been executed in a period of 12 consecutive months during 2005-06 to 2009-10.

- iv. Tenderer must have his own steel shuttering of minimum 3000 Sqm and complimentary steel scaffolding. Tenderer shall furnish a certificate to this effect while submitting the tender documents.
- v. Average annual turnover of the Tenderer in last 5 financial years i.e during 2005-06 to 2009-10 shall not be less than Rs. 10 (Ten) Crore.
- vi. Demonstrate Financial Soundness in the form of Liquid assets and / or availability of credit facilities of not less than Rs. 100.00 lakh (Credit lines / letter of credit / certificates from banks) for meeting the fund requirement.

14. Pre-tender Meeting:

- (i) Bangalore Metro Rail Corporation Limited (BMRCL) will hold pre-tender meeting with the prospective bidders (who have purchased the bid documents) for technical and commercial discussions/clarifications. This conference will be held on **16.11.2010 at 11:00 Hrs (IST)** in office of the Managing Director, Bangalore Metro Rail Corporation Limited. III Floor, BMTX Complex, K.H. Road, Shanthinagar, Bangalore-560027, Karnataka, India. As a result of the discussions in this pre-tender meeting, if it is considered necessary to modify technical specifications or any other conditions of tender, the same shall be advised to all the bidders. If situation so warrants opening of the tenders, may be rescheduled with advance intimation to the tenderers.
- (ii) It is the responsibility of the prospective bidders that they should on their own attend the said conference at the indicated venue, date and time without waiting for any communication. It may also be noted that no request/clarifications would be entertained at a later stage.
- (iii) It is desirable but not mandatory on the part of the bidders to attend the pre-tender meeting.

15. Points to be noted:

- (i) Earnest Money Deposit may be paid in the form of Demand Draft / Pay order in favour of "Bangalore Metro Rail Corporation Limited" payable at Bangalore. The Earnest Money Deposit may be in the form of a Bank Guarantee from a Scheduled Commercial bank (excluding co-operative bank) based in India. The format of the Bank Guarantee shall be generally in accordance with the sample form of tender security form included in this volume of tender documents (Annexure . II). Other formats may be permitted subject to the prior approval of the Employer. Bank guarantees shall be irrevocable and operative for a period not less than 45 days beyond the validity of the tender (i.e. 135 days from the scheduled date of opening of tender). The Tender Security shall be endorsed / pledged in favour of the Employer and shall be submitted in a separate envelope super scribed %EMD for Construction of MG Road Revitalisation, Electrical works, Plumbing works and other works for BMRCL+
- (ii) Any tender not accompanied by an acceptable tender security will be summarily rejected by the Employer/Engineer and shall be treated as non-responsive.
- (iii) The Employer shall prepare the Agreement in the Proforma (Annexure-VI)) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 45 days from the date of issue of the letter of acceptance the successful tenderer will be required to execute the Contract agreement. The performance guarantee shall be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between

the parties. One copy of the Agreement duly signed by the Employer and the Contractor through their authorized signatories shall be supplied by the Employer to the Contractor.

- (iv) Prior to signing of the Contract Agreement, the successful tenderer shall submit the following documents within a period of 30 days from the date of issue of the Letter of Acceptance:
- a) Performance Guarantee.
 - b) Power of Attorney
 - c) Board Resolution (in the case of a Company)
- (v) Time is the essence of this Contract. Works envisaged under this contract are required to be completed in all respects within the period of completion mentioned above.
- (vi) The work shall be commenced with all earnestness within fifteen days from the date of issue of Letter of Acceptance 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.
- (vii) 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 CPWD Specifications, relevant Hospital specifications and Indian Standard Codes of practice as applicable.
- (viii) In case of discrepancy among Standard codes of practice, Technical Specifications and provisions in sub clauses in this NIT, the order of precedence will be as below:
- a) Provision in NIT
 - b) Technical Specifications,
 - c) IS Specifications
 - d) CPWD Specifications.
 - e) MORTH Specification
 - f) Standard Codes of Practice.
 - g) KPWD Specifications

In case of discrepancy among Standard Codes of Practice, the order of precedence will be, IS, IRC, BS.

- (ix) The levels, measurements and other information concerning the existing site as 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 entertained on account of any errors or omissions in the levels or strata turning out different from what is shown on the drawings.
- (x) The utilities which are not to be diverted but require supporting, proper supporting be done so that they are not damaged along their branches. All Precautions shall be taken while handling the utilities. The Contractor shall be liable for any damages in this behalf.

- (xi) The Contractor shall plan his works keeping in view restriction of approach and availability of space and time. The work may have to be carried out in nights also for which no claim will be entertained.
 - (xii) The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
 - (xiii) Any site information given in this tender document is for guidance only. The tenderer is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
 - (xiv) 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.
 - (xv) 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.
 - (xvi) Corrigendum / modifications / corrections, if any, will be intimated to tenderers who have purchased the tenders and will also be posted in the website.
 - (xvii) Bangalore Metro Rail Corporation Limited reserves the right to accept / reject any or all tenders without assigning any reason.
16. Further details about the tender can be obtained from the Office of the Bangalore Metro Rail Corporation Limited, 3rd Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore - 560 027 on all working days between 15.00 hrs to 17.00 hrs. Website: www.bmrc.co.in. may also be seen. (Contact person . Sri S.S. Hegaraddi, Chief Engineer -R1, Telephone 080-22969300, 22969205)

Sd/-
Chief Engineer (R1)
Bangalore Metro Rail Corporation Limited

SECTION – 2
INSTRUCTIONS TO TENDERERS (ITT)

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SECTION – 2**INSTRUCTIONS TO TENDERERS (ITT)****A. General****1. Scope of Tender**

- 1.1 Sealed Tenders are invited by Bangalore Metro Rail Corporation Limited, Bangalore (hereinafter called the Employer) from Class-I Contractors registered with KPWD / CPWD for the 'construction of works' for Construction of MG Road Revitalisation, Electrical works, Plumbing works, etc. at MG Road, Bangalore as detailed in the Table given in the Notice Inviting Tenders (NIT).

2. Eligibility of Tenderers

- 2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

B. Tender Documents**3. Content of Tender Documents**

- 3.1 The tender papers consist of the following documents, along with their Annexures, appendices, addenda and errata if any.

Volume-I

1. Notice Inviting Tenders (NIT)
2. Instructions to Tenderers (ITT) (including all Annexures)
3. Scope of work
4. General Conditions of Contract
5. Special Conditions of Contract
6. Contract Data
7. Qualification Information
8. General Specifications
9. Technical Specifications

Volume-II

1. Preamble
2. Summary of BOQ
3. Priced Bill of Quantities (Schedule of Quantities)

Volume-III

1. Tender Drawings
- 3.2 Procurement of Manuals
- a) Tenderers should procure Schedule of Rates . 2010-11 of P.W, P & IWTD, Bangalore Circle along with the amendments, as corrected up to date and any other standard specification in force.
 - b) Tenders shall be prepared and submitted in accordance with the instructions given herein.

- c) The tenderer is expected to examine carefully all the contents of the tender documents as mentioned in these documents including instructions, conditions, forms, terms, specifications and drawings and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk. Tenders which are not responsive to the requirements of the tender documents will be rejected.
- d) Price Bill of Quantities and qualification documents should be completed and delivered at Bangalore Metro Rail Corporation's Office up to **15.00 hrs (IST) on 25.11.2010**. Tenderers shall submit volume I and II of the tender documents in separate covers as mentioned above, duly signed by authorized representative of the tenderer. If such nominated date for submission of tender is subsequently declared as a Public Holiday by the BMRCL, the next official working day shall be deemed as the date for submission of tender.

4. Amendment to Tender Documents

- 4.1 At any time prior to the deadline for the submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment.
- 4.2 The said amendment in the form of an addendum will be sent to all prospective tenderers who have received the tender documents, on or prior to last date mentioned in Clause 3.2 (d) above. This communication will be in writing or by Tele-fax and the same shall be binding upon them. Prospective tenderers should promptly acknowledge receipt thereof by Tele-fax to the Employer.
- 4.3 In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the Employer may, at his discretion, extend the deadline for the submission of tenders in accordance with Sub-clause 11.2.
- 4.4 Any addenda thus issued shall be treated part and parcel of the tender documents and will be binding on the tenderer.

C. Preparation of Tenders

- 5 The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be in the English language.
- 5.1 The tender submitted by the Tenderer shall be in three covers and shall contain the documents clearly labeled as follows;
 - 5.1.1 First Cover - Earnest Money Deposit
 - 5.1.2 Second Cover - Technical Bid (Original and Copy)
 - 5.1.3 Third Cover - Priced Bill of Quantities (Original and Copy)

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed in other Sections shall be filled in without exception. If any indication on financial aspect furnished in any paper in any other cover, such tender documents will be rejected. Entrustment of this work on subletting to any other Contractor, who has been rejected in this bid, will not be entertained.

6. Tender price

- 6.1 The tenderer is required to quote for all the items as per tender documents.
- 6.2 Tender prices shall be quoted in Indian Rupees only.
- 6.3 Prices quoted by the tenderer, shall be deemed to have included all tax or cess or other liabilities and the cost of insurance to this contract. All Royalties as may be levied by the competent authorities shall be deemed to have been included in the Price.
- 6.4 The tenderer should study these notifications carefully to assess and take into consideration all the above taxes and duties while quoting his rates. BMRCL will not be responsible in any way for not factoring the taxes or cesses or duties and neither any reimbursement will be made under any circumstances nor any claim will be entertained on that account.
- 6.5 Service tax on construction services is not attracted for any works of buildings or civil structures including repairs/alteration undertaken in connection with BMRCL project. It is not necessary for the Contractor to pay service tax to respective authority for this work.
- 6.6 The rate for each item shall be reasonable and not unbalanced. Should the Engineer/ Employer come across any unbalanced rates, he may require the tenderer to furnish detailed analysis to justify the same. If after its examination, the Engineer/ Employer still feels the rates to be unbalanced, he may ask the tenderer for additional Performance Security or other safeguards to protect Employers interest against financial loss. Should the tenderer fail to comply with this, his tender shall be liable to be rejected by the Employer, who may award the Contract to any other tenderer.
- 6.7 The contract shall be for the whole works. The total tender price (both in figures and words) shall be filled by the Tenderer only in the Priced bill of quantities.
- 6.8 The tenderer shall keep the contents of his tender and rates quoted by him confidential.

7. Tender validity

- 7.1 Tenders shall remain valid and open for acceptance for a period of **ninety days** from the last date of submission of tender. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 7.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer/the Engineer may request the tenderers for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by Tele-fax. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his tender security correspondingly.

8. Earnest Money Deposit

- 8.1 The tenderer shall furnish, as Earnest Money Deposit (EMD), an amount as mentioned in Table of Section 1.

- 8.2 The EMD may be in the form of DD drawn in favour of Bangalore Metro Rail Corporation Limited, payable at Bangalore or may be in the form of a Bank Guarantee from a Scheduled Commercial bank (excluding a Co-operative Bank) based in India. The format of the Bank Guarantee shall be generally in accordance with the sample Form of EMD included in this volume of tender documents. Other formats may be permitted subject to the prior approval of the Employer. Bank guarantees shall be irrevocable and operative for a period not less than 45 days beyond the validity of the tender (i.e. 135 days from the date of tender). The Tender Security shall be endorsed/pledged in favour of the Employer and shall be submitted in a separate envelope super scribed %EMD for Construction of MG Road Revitalisation, Electrical works, Plumbing works and other works for BMRCL+
- 8.3 Any tender not accompanied by an acceptable tender security will be summarily rejected by the Employer/Engineer and shall be treated as non-responsive.
- 8.4 The tender securities of unsuccessful tenderers shall be discharged / returned by the Employer as promptly as possible, but not later than 30 days after the expiration of the period / extended period of tender validity as defined in Clauses 7.1 & 7.2.
- 8.5 The tender security of the successful tenderer shall be returned upon to the tenderer executing the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in Clause 22.
- 8.6 The tender security may be forfeited:
- a. if a tenderer withdraws his tender during the period of tender validity, or
 - b. if the tenderer does not accept the correction of his tendered price in terms of Clause 17, or
 - c. in the case of a successful tenderer, if he fails to:
 - i. furnish the necessary performance guarantee for performance as per Clause 22 and/or
 - ii. Enter into the Contract within the time limit specified.
- 8.7 Interest will not be payable by the Employer on the tender security amount cited above.

9. Format and signing of Tender

- 9.1 The Tenderer shall prepare original and copy of the documents comprising the Tender, clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 9.2 If the tender is submitted by a proprietary firm it shall be signed by the proprietor and his full name and the full name of his firm with its current address.
- 9.3 If the tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, it shall be signed by all the partners.
- 9.4 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the Company. A certified copy of the power of attorney shall accompany the tender.

- 9.5 Entries to be filled in by the Tenderer shall be typed or written in indelible ink. Each page of such document should be signed in full at the bottom by the person submitting the Tender along with the date of signing. Each page of printed documents should be initialed at the bottom by the person submitting the tender along with the date of initialing.
- 9.6 In case of all documents listed in these Tender Documents, the person signing/initialing the documents shall be one who is duly authorized in writing by or for and on behalf of the Tenderer. Such authority in writing in favour of the person signing the tender and/or notarially certified copy of the Power of Attorney as the case may be shall be enclosed along with the tender.
- 9.7 All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender.
- 9.8 The complete tender shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the tenderer. All amendments/corrections shall be initialed by the person or persons signing the tender.
- 9.9 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.
- 9.10 For the purpose of the above Clauses firm shall mean and include proprietary firm and Partnership firm and company or Corporation.

D. Submission of Tenders

10. Sealing and marking of tenders

- 10.1 The Tenderer shall follow the procedure as indicated below:
- 10.2 Technical Proposal and Priced Bill of Quantities will be submitted in two sets one marked %Original+ and the other marked %Copy+ (Copy should be photocopy of original).
- 10.3 The tenderers are required to submit three separate sealed covers, marked as cover-1, cover-2 and cover-3, duly labelled viz., Cover 1-containing the Earnest Money Deposit; Cover 2- containing the original and copy of Technical proposal and qualification information as per format given in Section-6 and cover 3- containing original and copy priced bill of quantities. These three envelopes will be wrapped in an outer envelope addressed to the designated officer, duly superscribing on top, the Tender No., name of the work, time and date of submission. The envelope should also bear the name and address of the Tenderer.

Cover-1 should contain:

- (i) Earnest Money Deposit

Cover-2 should contain:

Original Technical proposal & qualification information as per format given in Section-6 in one envelope and copy in another envelope (both to be put in cover-2)

Cover-3 should contain:

- (i) Original Priced Bill of Quantities in one envelope
- (ii) Copy of Priced Bill of Quantities in another envelope. Both to be put in Cover-3.

Hence, the outermost envelope, will contain seven sealed inner envelopes.

10.4 The outer envelope shall be duly superscribed

(a) with the address of the Employer as follows:

Managing Director
Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex, K.H. Road, Shanthinagar,
Bangalore . 560 027.

(b) with the following identification:

- Tender for Construction of MG Road Revitalisation for BMRCL, Bangalore.
- Tender No. BMRCL/ MG Road Revitalisation-01
- DO NOT OPEN BEFORE. 15.30 hours (IST) on 25.11.2010 (time and date of tender opening]

10.5 In addition to the identification required in Sub-Clause 10.2, the inner envelopes shall indicate the name and address of the Tenderer and the contents in brief like EMD, Technical proposal original, Technical proposal Copy, Priced bill of quantities original, Priced bill of quantities copy.

10.6 No responsibility will be accepted by the Employer/Engineer for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

11. Deadline for submission of the Tenders

11.1 Tenders should be delivered to the Employer at the address specified above not later than. 15.00 hours (IST) on **25.11.2010**. If such nominated date for submission of tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date for submission of tender.

11.2 The Employer / Engineer may, at his discretion, extend this date for the submission of tender by amending the Tender Documents in accordance with Clause 4.0, in which case all rights and obligations of the Employer and the tenderer previously subject to the original date shall thereafter be subject to the new deadline as extended.

11.3 The Employer cannot take any cognizance and shall not be responsible for delay in transit.

11.4 Tenders sent telegraphically or through other means of transmission (Tele-fax etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

11.5 Any tender received after the deadline prescribed for submission of tenders in Clause 11.1 above herein will be returned unopened to the tenderer.

E. Tender opening and evaluation**12. Opening of First Cover of all Tenderers and evaluation to determine qualified Tenderers:**

- 12.1 The Employer will open the First Cover of all the Tenders received (except those received late or delayed), in the presence of tenderers or their representatives who choose to attend on date & time as mentioned. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening (for technical bid). The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- 12.2 On opening of the main Tender envelopes, it will be checked if they contain Cover 1, Cover 2 and Cover 3.
- 12.3 After opening of Cover 1 and examining to see if they are complete as to whether the requisite EMD has been furnished and are in order, Cover 2 will be opened. If the documents do not meet the requirements of the Employer a note will be recorded accordingly by the Tender Opening Authority and the said Tenderer's Proposal will not be considered for further processing.
- 12.4 The tenderer's name, the presence or absence of the requisite EMD and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening. The sealed priced bill of quantities will be kept in the safe custody of the Employer and will be opened on a subsequent date after evaluation of technical packages. Priced Bill of Quantities of all technically found suitable offer will be opened and the date for opening of Priced Bill of Quantities shall be informed separately.
- 12.5 The Employer or his authorized representative shall prepare minutes of the Tender opening, including the information disclosed to those present.
- 12.6 The Employer will evaluate and determine whether each tender meets the eligibility criteria defined in ITT and is accompanied by the required earnest money deposit as per stipulations in ITT. The Employer will draw out a list of qualified Tenderers.

13. Opening of Third Cover of qualified Tenderers and evaluation:

- 13.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Third Cover containing the Priced BOQ. They will be opened in the presence of the Tenderers or their representatives who choose to be present. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Cover 3. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- 13.2 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts and Tender modifications if any, and such other details as the Employer or authorized representative may consider appropriate, will be announced at the time of opening.
- 13.3 The Employer shall prepare minutes of the Third Cover Tender opening, including the information disclosed to those present.

14. Process to be confidential

- 14.1 Except the public opening of Tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.
- 14.1 Any effort by a tenderer to influence the Employer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderer's tender.

15. Clarification to Tenderers

- 15.1 Technical evaluation of technical packages submitted by tenderers shall be undertaken based on details submitted in the technical package only. Tenderer shall not be required to submit on their own, additional information or material subsequent to the date of submission and such material if submitted will be disregarded. It is therefore, essential that all the details are submitted by tenderer accurately and specifically in their technical package avoiding vague answers. However, Employer reserve the right to ask any clarification from tenderers for details submitted with technical package if it so desires during the technical evaluation and the tenderer is bound to furnish the information.
- 15.2 To assist in the examination, evaluation and comparison of Priced BOQ, the Employer may ask tenderers individually for clarification of their tenders, including breakdown / details of prices. The request for clarification and the response shall be in writing or by Tele-fax but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of tenders in accordance with Clause 18.0 herein.
- 15.3 No Tenderer shall contact the Employer on any matter relating to the Tender from the time of the Tender opening to the time the contract is awarded.
- 15.4 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 Tender.

16. Examination of Tenders and Determination of Responsiveness

- 16.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is responsive to the requirements of the tender documents and examine whether each Tender;
- a) has been properly signed; and
 - b) is substantially responsive to the requirements of the Tender documents.
- 16.2 For the purpose of this Clause, a responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the tenderer's obligations under the Contract as provided for in the Tender documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders at reasonable price.

- 16.3 If a tender is not substantially responsive to the requirements of the tender documents or if the construction methods proposed by the tenderer are considered impracticable, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the tenderer by correction or withdrawal of the non-conformity or infirmity. The priced BOQ of such tenderer shall be returned unopened.
- 16.4 The decision of the Employer as to which of the tenders are not substantially responsive or have impractical / defective design or construction technology shall be final and binding
- 17. Correction of errors**
- 17.1 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/ Consultants as follows:
- (a) The tenderers who fulfill the minimum requirements as submitted in the technical package, only their offers will be evaluated further
 - (b) The Employer will, keeping in view the contents of Tender Documents, carry out technical evaluation of submitted technical proposals to determine that the tenderer has a full comprehension of the work of the contract. Where a tenderer's technical submittal is found non-compliant with the requirement of work it may be rejected. This process is to assure that only technically acceptable proposals are considered for the work.
- 17.2 All technically acceptable tenders will be eligible for opening of their Priced BOQ. BMRCL will notify all successful tenderers to attend the opening of the Priced BOQ. The Priced BOQ will then be opened in front of attending tenderers and all prices recorded.
- 17.3 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected and the earnest money deposit may be forfeited.
- 17.4 Where there is a discrepancy between amounts in figures and in words, the amount in words will govern.
- 17.5 Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer / Engineer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 17.6 The evaluation of Priced BoQ proposals by the Employer / Engineer will take into account, in addition to the tender amounts, the following factors:
- a) Arithmetical errors corrected by the Employer/Engineer in accordance with this clause.
 - b) Such other factors of administrative nature as the Employer/Engineer may consider to have a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

- 17.7 Offers, deviations and other factors which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 17.8 Evaluation of priced BOQ offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.
- 17.9 If a tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the EMD shall stand forfeited.

18. Evaluation and Comparison of Tenders

- 18.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive.
- 18.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price making any correction for errors. Making appropriate adjustments to reflect discounts or other price modifications offered
- 18.3 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.

F. Award of Contract

19. Award Criteria

The Employer will award, the Contract to the tenderer, whose tender has been determined to be substantially responsive, complete and in accordance with the tender documents, and whose Evaluated Price has been determined to be the lowest.

20. Employers right to accept any Tender or to reject any or all Tenders.

Notwithstanding Clause 19, the Employer reserves the right to accept or reject any Tender and to annul 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.

21. Notification of award and signing of Agreement

- 21.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by Tele-fax or to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.
- 21.2 The Letter of Acceptance will constitute a part of the contract.

- 21.3 Upon "Letter of acceptance" being signed and returned by the successful tenderer as per Clause 21.1, the employer will promptly notify the unsuccessful tenderers and discharge / return their EMD.
- 21.4 The notification of award will constitute the formation of the Contract, subject only to the furnishing of performance security in accordance with the provisions.
- 21.5 The Employer shall prepare the Agreement in the Proforma (Annexure-VI) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 2 weeks from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract agreement. The performance guarantee should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the Contractor through their authorized signatories will be supplied by the Employer to the Contractor.
- 21.6 Prior to signing of the Contract Agreement, the successful tenderer shall submit the following documents within a period of 10 days from the date of issue of the Letter of Acceptance:
- a. Performance Guarantee
 - b. Power of Attorney(s) and Board Resolution

22. Performance Security

- 22.1 The successful Contractor shall within 10 (Ten) days of issue of the letter of acceptance by the Employer, furnish Security for an amount of 10% (Ten percent) of the contract price in the form of a Bank Guarantee in the prescribed Performa from any Nationalized / Scheduled Bank (excluding Co-operative Bank) located in India as defined in clause (e) of Section 2 of RBI Act, 1934. The Bank Guarantee shall be in the name of "BMRCL". The Employer shall have full rights whatsoever to encash any Bank Guarantee executed under this Contract at any time during the validity of the guarantee and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Client and any disputes/ claim whatsoever in this regard shall only be settled by means of arbitration as provided for in this contract and the decision of Client as to what amount is due to it from the said Bank against the guarantee and as to Contractor has committed breach of contract or not, shall be final and binding on the guarantor-bank and the Contractor shall have no right to interfere with the same except to agitate/ claim/ dispute the same before the arbitration and the Bank shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to the Client without the Contractor's consent and without referring the matter to the Contractor. Courts at Bangalore District, Karnataka State, will have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.
- 22.2 Failure of the successful tenderer to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the tender security.

23. Corrupt or Fraudulent practices

- 23.1 The BMRCL requires that the Tenderers, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy BMRCL 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, will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BMRCL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a BMRCL contract.

23.2 Furthermore, Tenderers shall be aware of the provision stated in the Conditions of Contract.

24. Correctness of documents:

It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of this tender and the successful tenderer shall take upon himself and provide for risk of any error if any, subsequently be discovered and shall make no subsequent claim (s) on account thereof. No advantage is to be taken by the tenderer, successful or otherwise of any clerical mistake which may occur in the general specification, schedules, plans or tender forms supplied to the tenderer.

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Annexure – I

FORM OF SUBMISSION OF TENDER

(To be filled by the tenderer)

The Managing Director,
3rdFloor, BMTC Complex, K.H. Road,
Shanthinagar
Bangalore: 560 027.

Dear Sir/s,

**Ref: Construction of MG ROAD Revitalisation, Electrical works,
Plumbing works and other works for Bangalore Metro Rail
Corporation Limited, Bangalore.**

I / We the undersigned have carefully gone through and clearly understood after visiting the site, the Tender drawings and Tender documents comprising of the Notice Inviting Tenders (NIT), Instructions to Tenderers (ITT), Scope of work, Table of Forms: Letter of Acceptance, Agreement form and Declaration, Conditions of Contract (CC), Contract Data, Qualification Information, General & Technical Specifications, Drawings, Forms, BOQ and specimen of forms, for the aforesaid works.

I / We do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted.

I / We are depositing as Earnest Money of sum of Rs. _____ (Rupees _____ only) by demand draft/Bank Guarantee in favour of BMRCL, along with this tender for due execution of the work at my / our tendered rates together with any variations which shall be adjusted at prices based by the Employer on our tendered rates.

In the event of this Tender being accepted I/We agree to enter into an agreement as required under the tender conditions and execute the contract according to your form of Agreement, in default whereof, I / We do hereby bind my-self / ourselves to forfeit the aforesaid deposit.

I / We further agree to complete the work in all respects included in the said Schedule of Quantities within 04 (four) months from the date of the LoA issued to commence the same.

Date of commencement shall be date of issue of LOA.

I / We agree not to employ sub-Contractors other than those that may be approved by Employer.

I/We agree that the above named works if awarded, would execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, Preliminary Drawings and Addenda

I / We agree to pay Government, General and Sales Tax (State and Central), Excise and Octroi duties, insurance and all other taxes including works contract tax, turnover tax, VAT, Labour Welfare Cess, etc., as prevailing from time to time as per applicable laws on such items for whom same is to be levied, and the rates quoted by me / us are inclusive of the same.

If my/our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Tender conditions and prescribed format.

I/We agree to abide by this Tender for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.

I/We have independently considered the amount shown Clause 33 of General conditions of contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

I/We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

Yours Faithfully,

Contractor's Signature/Authorized Signatory

Designation

Address

RAVI BMRCL

Annexure – II

**FORM OF BANK GUARANTEE FOR EMD
(Ref: Clause – 8 of “Instructions to Tenderers”)**

1. KNOW ALL MEN by these presents that we _____ (Name of Bank) having our registered office at _____ (Name of country) (hereinafter called “the Bank”) are bound unto Bangalore Metro Rail Corporation Limited (hereinafter called “the Employer”) in the sum of Rs. ___ lakhs for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS _____ (Name of Tenderer) (hereinafter called “the Tenderer”) has submitted his tender dated _____ for Construction of MG Road Revitalisation, Electrical and Plumbing works for Bangalore Metro Rail Corporation Limited.

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. ___ Lacs. (Rupees _____ Lacs) as EMD against the Tenderer’s offer as aforesaid. AND WHEREAS _____ (Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

- a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till _____. (Date up to which Guarantee is valid).
- e. That the expression “the Tenderer” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:

- a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- b. if the Tenderer does not accept the correction of his tender price in terms of Clause-18 of the “Instructions to Tenderers”;
- c. if the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity :
 - i. fails or refuses to furnish the Performance Security in accordance with Clause-22 of the “Instructions to Tenderers” and/or

- ii. fails or refuses to enter into a Contract within the time limit specified in Clause-21.5 of the Instructions to Tenderers+

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of Authorised Official of the Bank

Name of Official o o o o o o o o ..

Designation o o o o o o o o o o ..

Stamp/Seal

of the Bank o o o o o o o o o o

Signature of the witness

o o o o o o o o o o o o .

Name of the Witness

o o o o o o o o o o o o .

Address of the Witness

o o o o o o o o o o o o .

RAVI BMRCL

Annexure – III

DECLARATION

Name of Work: Construction of MG Road Revitalisation, , Electrical works, Plumbing works and other works for Bangalore Metro Rail Corporation limited.

I/We have inspected the site of works and have made myself /ourselves fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Instructions to Tenderers, Conditions of Contract, Tender Specifications, etc., and understood the same and on the basis of the same I/We have quoted our rates in the Schedule of Quantities attached with the tender documents.

I/We shall also uniformly maintain such progress as may be directed by the Employer/Engineer to ensure completion of same within the target date as mentioned in the tender document.

I/We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.

I/We undertake to keep the process of tender evaluation, price and other details confidential.

I/We also undertake to comply with various Statutory Laws, Tax Laws, Environment Laws and Safety measures in the execution of the work.

I/We declare that if our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Signature of Tenderer

Witness:

Address

Annexure – IV

Tender No. -----

Date:

LETTER OF ACCEPTANCE

TO:

Sir,

Sub: **Construction of MG Road Revitalisation, Electrical works, Plumbing works and other works for Bangalore Metro Rail Corporation limited.**

Ref: Your tender document on the above work received in this office on _____ ..

This letter of Acceptance (hereinafter called the %LOA+) is issued this _____ Day of _____ ..2009 by Bangalore Metro Rail Corporation Limited incorporated under the Companies Act, 1956 and a Company owned jointly by Government of India and Government of Karnataka (hereinafter called the BMRCL, which shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) having its Registered Office at III Floor, BMTCL Complex, KH Road, Shanthinagar, Bangalore . 560 027.

WHEREAS on ----- vide notification in the news papers, BMRCL had invited tender for the aforesaid work. The BMRCL after evaluation of the Technical Proposal, finding the qualified tenderers, had opened the Priced BOQ in the presence of Tenderers on _____ (This will be filled in the BMRCL). After financial evaluation, BMRCL has accepted the offer of _____ .. (will be filled in by BMRCL) and has decided to award the aforesaid work to _____ (This will be filled in by BMRCL) hereinafter referred to as the %Contractor+.

Pursuant to Clause 19 of ITT, BMRCL hereby notifies the award of work of Construction of MG Road Revitalisation, Electrical works , Plumbing works , Cleaning existing area, and other works for Bangalore Metro Rail Corporation Ltd at the quoted contract value of Rs. _____ .. (Rupees _____ ..) A copy of BOQ (finance bid) submitted by you with the above tender is enclosed after necessary corrections.

The completion period of the contract is four months from the date of issue of this LOA. The defect liability period is 365 days from the certified date of completion of whole works.

Pursuant to Clause 21.1 of ITT, BMRCL hereby notifies the award of work by %Registered Post Acknowledgement Due+and also by FAX,if required.

In terms of Clause 21.2, this Letter of Acceptance will constitute a part of the contract.

Pursuant to Clause 21.4 of the ITT, the notification of award of this contract, will constitute the formation of the Contract, subject only to the furnishing of Performance Security in accordance with the provisions.

In terms of Clause 22.1 of ITT you are hereby requested to furnish the Performance Security within 25 (twenty five) days of this LOA. Your attention is drawn to Clause 22.2 of ITT. Failure to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the tender security furnished by you.

With a view to enable BMRCL to prepare the Agreement as required under Clause 21.6, you are hereby requested to submit the following documents within a period of 25days from the date of issue this LOA.

- a) Performance Security
- b) Power of Attorney (s) and Board Resolution

This LOA is sent in two copies, viz., one copy marked as ~~%Original+~~ and one copy marked as ~~%Copy+~~. You are hereby requested to sign ~~%Letter of Acceptance+~~ on ~~%Copy+~~ and return at the earliest.

You are hereby requested to commence and complete the work as per the terms and conditions of Contract.

Yours faithfully,

BMRCL

Encl : Copy of BOQ

RAVI BMRCL

Annexure – V

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Clause 22.1 of Instructions to Tenderers)

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the %Bank+) of the one part, and Bangalore Metro Rail Corporation Limited (hereinafter called %the Employer+) of the other part.
2. Whereas the Employer is desirous that certain Works should be executed, viz **Construction of MG Road Revitalisation, electrical works, plumbing works and other works for Bangalore Metro Rail Corporation Ltd hereinafter** called %the Works+ and has accepted a Tender by the Contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein to _____ (herein after called the Contractor).
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now we the Undersigned _____ (Name of the Bank) being fully authorised to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged 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 or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated 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.
6. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
7. This Guarantee is valid for a period of ̄ ̄ ̄ . Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least Thirty (30) days longer than the anticipated expiry date of Maintenance period as stated in the %General Conditions of Contract+)
8. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions ~~the Employer~~, ~~the Bank~~ and ~~the Contractor~~ herein before used shall include their respective successors and assigns.
12. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.
13. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
- 14) We, ~~the Employer~~ Bank agree that the Company shall be the sole judge as to whether the said Contractor has failed/neglected in the due performance of the Contract by the Company and/or extent of loss and damages caused to or suffered by the Company on account of the performance not being in accordance with the contract and the decision of the Company in this behalf shall be final and binding on us.
- 15) The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said Contractor or to postpone any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.
- 16) The Company shall have full rights whatsoever to en-cash this Bank Guarantee at any time during the validity of the guarantee and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Company and any disputes/ claim whatsoever in this regard shall only be settled by means of arbitration as provided for in the Contract and the decision of the Company as to what amount is due to it from the said Bank against the guarantee and as to Contractor has committed breach of contract or not, shall be final and binding on the guarantor-bank and the Contractor shall have no right to interfere with the same except to agitate/ claim/ dispute the same before the arbitration and the Bank shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to the Company without the Contractors consent and without referring the mater to the Contractor. Only Courts at Bangalore, Karnataka will have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.
- 17) Notwithstanding anything contained herein the liability of the said Bank under this Guarantee is restricted to Rs ~~one crore~~ .. and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till ~~thirty days~~ unless the written demand or claim under this Guarantee is made by the Company with us on or before ~~thirty days~~ . all rights of the Company under this Guarantee shall cease to have any effect and we shall be relieved and discharged of our liabilities hereunder.

- 18) We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
- 19) This guarantee issued by Sriõ õ õ õ .. who is authorized by the Bank.
- 20) Under jurisdiction of Courts at Bangalore, Karnataka only.

In witness whereof I/We of the bank have signed and sealed this guarantee on the ---
----- day of -----(Month) 2009 being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorised
Bank official

Name : õ õ õ õ õ õ õ õ õ õ ..

Designation : õ õ õ õ õ õ õ õ õ õ

Stamp/Seal of the Bank : õ õ õ ..

Signed, sealed and delivered

for and on behalf of the

Bank by the above

named _____ in

the presence of :

Witness 1.

Signature õ õ õ õ õ õ õ õ õ õ .

Name õ õ õ õ õ õ õ õ õ õ

Address õ õ õ õ õ õ õ õ õ õ

Witness 2.

Signature õ õ õ õ õ õ õ õ õ õ

Name õ õ õ õ õ õ õ õ õ õ ..

Address õ õ õ õ õ

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Annexure – VI

FORM OF AGREEMENT

(Refer Clause-21.5 of Instructions to Tenderers)

This agreement is made on this _____ at Bangalore between Bangalore Metro Rail Corporation Ltd., a Company registered under the provisions of Companies Act, 1956, which expression wherever the context so requires shall mean and include its successors and assigns having its registered office 3rd Floor, BMTC Complex, KH Road, Shanthinagar, Bangalore-560027, hereinafter called ~~the~~ Employer+ of the one part and _____ (Name of Contractor) (Address of Contractor) _____ of _____ hereinafter called ~~the~~ Contractor+of the other part.

Whereas the Employer is desirous of certain Works to be executed, viz **Construction of MG Road Revitalisation, Electrical works, Plumbing works and other works for Bangalore Metro Rail Corporation Ltd.** hereinafter called ~~the~~ Works+and has accepted a Tender by the Contractor for the buildings, execution and completion of such works (as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Letter of acceptance
 - (b) Bill of Quantities
 - (c) Notice Inviting Tenders
 - (d) Instructions to Tenderers
 - (e) Scope of work
 - (f) General Conditions of Contract
 - (g) Contract Data
 - (h) General and Technical Specification
 - (i) Forms and Annexures
 - (j) Drawings accompanying tender documents.
 - (k) Form of Tender with Appendix
 - (l) Tenderer's Work Schedule as amended if required
 - (m) Addendums, if any
 - (n) Drawings issued for Construction
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by **_____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs_____ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The Contractor shall ensure full ensure full compliance with tax laws of India and other applicable laws with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filling of returns every year and shall keep the Employer fully indemnified against liability of tax, interest penalty etc. of the Contractor in respect thereof, which may arise.

6. JURISDICTION OF COURT

The Courts at Bangalore shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals the day and year first above written.

For and on behalf of the Employer

For and on behalf of the Contractor

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Employer

Stamp/Seal of the Contractor Stamp

By the said _____ Name

By the said _____ Name

on behalf of the Employer in the presence of:

on behalf of the Contractor in the presence of:

Witness _____
Name _____
Address _____

Witness _____
Name _____
Address _____

