

BANGALORE METRO RAIL CORPORATION LIMITED
(A Joint Venture of Government of Karnataka and Government of India)



Driving Bangalore Ahead

TENDER DOCUMENTS
FOR

**SUPPLY OF ELECTRICAL INSULATION MEMBRANE
BITUTHENE 6000 AND SOLVENT BASED PRIMER FOR METRO
STATION PLATFORMS IN REACH-2, 3, 3(a), 3(b), 4 AND 4(a) OF
BANGALORE METRO RAIL PROJECT PHASE-I**

TENDER NO: BMR/EIM/02/2010

OCTOBER – 2010

Bangalore Metro Rail Corporation Limited
3rd Floor, BMTCL Complex, K.H. Road,
Shanthinagar, Bangalore – 560 027
Karnataka, India.

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BANGALORE METRO RAIL CORPORATION LIMITED**Global Tender For**

Supply of Electrical Insulation Membrane Bituthene 6000 and solvent based primer for Metro Station Platforms in Reach-2, 3, 3(a), 3(b), 4 and 4(a) of Bangalore Metro Rail Project Phase-I.

Tender No: BMR/EIM/02/2010

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BANGALORE METRO RAIL CORPORATION LIMITED

(A Joint Venture of GOK & GOI)
 3rd Floor, BMTC Complex, K.H. Road
 Shantinagar, Bangalore-560 027 (India)
 Telephone No. 080-22969300/301 Fax: 080-22969222
 E'mail: bmrc@dataone.in Web site: www.bmrc.co.in

Tender No: BMR/EIM/02/2010

Dated:2010

GLOBAL TENDER NOTIFICATION

Bangalore Metro Rail Corporation Ltd., (BMRCL) a Joint Venture of Government of Karnataka and Government of India, invites Sealed Tenders for Supply of Electrical Insulation Membrane Bituthene 6000 and primer for Metro Station Platforms for Metro Rail Project Phase-I as per the materials properties stipulated in the Tender document.

Tender No:	Name of work	Cost of Tender document	Earnest Money Deposit	Sale of Tender Documents	Last Date & time for submission of Tender
BMR/EIM/02/2010	Supply of Electrical Insulation Membrane Bituthene 6000 and solvent based primer for Metro Station Platforms in Reach-2, 3, 3(a), 3(B), 4 and 4(a) of Metro Rail Project Phase-I as per the material properties stipulated in the Tender document.	Rs.5000 (Rupees Five Thousand only)	Rs.2,35,000 (Rupees two lakh thirty five thousand only)	22.10.2010 to 30.10.2010 Between 11.00 hrs. & 17.00 hrs (IST)	01.12.2010 (from 11.00 hrs. to 15.30 hrs (IST)

Note:

1. The Tender document will be available for sale from 11.00 to 17.00 hours on all working days from 22.10.2010 to 30.10.2010.
2. Pre bid meeting will be held on 04.11.2010 at 15.00 hrs (IST) in BMRCL office
3. The tender documents can be obtained from the Registered Office of BMRCL, Bangalore on a non refundable payment of Rs.5000 (Rupees Five thousand only) through Demand Draft or Pay-Order in favour of 'Bangalore Metro Rail Corporation Ltd.' payable at Bangalore.
4. The intending suppliers are required to submit all the credentials and information as required in the Tender documents with the requisite EMD (Earnest Money Deposit) amount of Rs.2,35,000 (Rupees two lakh thirty five thousand only) at the time of submission of the Tender.

Further details will be available on web site: www.bmrc.co.in from 20.10.2010.

Bangalore Metro Rail Corporation Ltd.

BANGALORE METRO RAIL CORPORATION LIMITED

Our Ref:

Date:

FROM:

Managing Director,
Bangalore Metro Rail Corporation Ltd,
3rd Floor, BMTC Complex
H.K. Road, Shanthinagar,
Bangalore- 560 027
Karnataka, India

TO:

NOTICE OF INVITATION TO TENDER

Tender No: BMR/EIM/02/2010

Bangalore Metro Rail Corporation Ltd., (BMRCL) a Joint Venture of Government of Karnataka and Government of India, invites Sealed Tenders for **“Supply of Electrical Insulation Membrane Bituthene 6000 and solvent based primer for Metro Station Platforms in Reach-2, 3, 3(a), 3(b), 4 and 4(a) of Metro Rail Project Phase-I”** as per the material properties stipulated in the tender document.

1. Tenders for above supply are being invited by the Bangalore Metro Rail Corporation Limited, on 'Two Packet System'.
2. The Tender Documents describing the Scope of Supplies and the Terms and Conditions are available for your purchase.
3. Qualification / Eligibility of the Tenderer:

To be eligible for tendering for the work, the following shall be satisfied;

- a) In the last five years from 01.10.2005 to 30.09.2010 the Tenderer or the factory from where the tenderer proposes to procure the material should have supplied (through supplier) at least 25000 Sqm of Electrical Insulation Membrane 'Bituthene 6000' of similar specifications for use on Metro Rail Platforms.
 - b) The undertaking from the proposed factory should be submitted along with the tender if the Tenderer proposes to procure material from the factory other than his own factory.
 - c) In the case of JV / Consortiums, only those experience credentials will be considered for which the financial participation of the Tenderer (or members in case of Consortium / JV) was more than 26% in the claimed work/project, and, he should have financial participation of at least 26% in the present JV also.
4. The Tenderers, to qualify for award of contract, shall submit a written power of attorney authorizing the signatories of the Tender to commit each member of the partnership, consortium or joint venture. The partnership, consortium or joint venture

- shall be limited to a maximum 2 (two) firms / companies with lead partner having not less than 51% participation.
5. In the case of applications from groups / joint venture (not exceeding two members), a statement of participation for each constituent member shall be submitted to the effect that they are bonafide members of the group applying for qualification. Details of existing or proposed Joint Venture, Partnership; or Consortium Agreement in the form of a Memorandum of Understanding (MoU)/ Joint Venture (JV) or Consortium Agreement signed by all members shall be submitted, which shall also include the following;
 - a) Proposed percentage participation of each member of the consortium/JV for the proposed work.
 - b) Areas of specialization / responsibility of each member for the proposed work
 6. Tender Document is comprised of one volume and is available on payment of a non-refundable fee of Rs.5,000/-
 7. Tender Document is available from:
**Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex, K.H. Road, Shanthinagar,
Bangalore- 560 027, Karnataka, India**
 8. Date of issue of tender document: From 22.10.2010 to 30.10.2010, between 11.00 hours and 17.00 hours, IST,
 9. Payment shall only be made by demand draft / pay order drawn on any Scheduled Commercial Indian Bank based in India (except Co-operative Banks), drawn in favour of Bangalore Metro Rail Corporation Limited, payable at Bangalore
 10. Two sets of Tender Documents shall be issued out of which one set of Tender documents shall be submitted with tender submittal un-tampered, duly signed and stamped on each page.
 11. Last date for seeking clarifications is 02.11.2010.
 12. A pre-bid meeting will be held on 04.11.2010 at 3rd Floor, BMRC office, K.H. Road, Shantinagar, Bangalore, 560 027, Karnataka, India at 15:00 hours (IST).
 13. Tenders with duly complete documents in sealed envelopes shall be submitted to the office of Managing Director, Bangalore Metro Rail Corporation Ltd. at the address given above between the hours 11:00 and 15:30 (IST) on 01.12.2010.
 14. The date of opening of tenders is 01.12.2010 at 16:00 hours (IST) in the presence of authorised representatives of the Tenderers who choose to be present.
 - 15. Please note carefully the requirements for submitting tenders, and the date and time for submittal. Late submission of tenders will not be accepted.**
 16. Tenders shall be valid for a period of 180 days from the latest date of submission of Tenders and shall be accompanied by bid security in the form of Bank Guarantee from a Scheduled Commercial Bank based in India (except Co-operative Banks) for the sum of Rs 2,35,000 (Rupees Two Lakh Thirty Five Thousand only) in favour of Bangalore Metro Rail Corporation Limited, as described in para-13 of ITT.

17. BMRCL reserves the right to accept or reject any or all proposals without assigning any reason whatsoever. No applicant shall have any cause of action or claim against BMRCL for rejection of the proposal.
18. The Tenderers shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and if any attempt by the tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.
19. Canvassing in any form will result in summary rejection of the Tender.

BMRCL, Bangalore

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

A. INTRODUCTION

1.0 General Description of the Work

1.1 The Bangalore Metro Rail Corporation Ltd. (hereinafter referred to as the purchaser) has been authorized to proceed with the implementation of the Phase I of the Mass Rapid Transit System for Bangalore. The Phase I of the project is comprised of an East-West corridor of approximately 18.1 km long with 17 Stations and a North-South corridor of approximately 24.9 km long with 24 Stations. The two lines traverse through the metropolitan city of Bangalore, on elevated viaduct, through underground tunnels, and at-grade sections.

1.2 The purchaser has contracted a General Consultant (hereinafter referred to as GC) for implementation of the work of the Project. GC or other authorized representatives of the purchaser will review and evaluate the submitted Tenders. GC and the Purchaser will monitor the Supplier's activities for quality control and for conformity to the Contract Agreements and Conditions.

GC (General Consultant) is a consortium consisting of **MITES-OC- PBI- SYSTRA**.

2.0 Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

3.0 Time Schedule

3.1 The basic consideration and the essence of the contract shall be the strict adherence to the time schedule for the supply item as indicated in Special Conditions of Contract.

3.2 The time and date specified in the contract for the delivery of the stores and equipment and provision of Technical Services shall be deemed to be the essence of the contract and the delivery must be completed no later than the date so specified. The attention of the Tenderers is invited to the clauses regarding liquidated damages and defaults in the General conditions of the contract by which the contract is governed.

B. TENDER DOCUMENTS

4.0 Contents of Tender Documents

4.1 The supplies required, tender procedures and Contract terms are prescribed in the Tender documents. The Tender documents include:

- (a) Notice of Invitation to Tender
- (b) Instructions to Tenderers with 3 Annexure;
 - Annexure 1 - Form of Bank Guarantee for Tender Guarantee/Bid Security
 - Annexure 2 - Proforma for Performance Guarantee
 - Annexure 3 - Proforma for Contract Agreement

- (c) Form of Tender with Appendices
 - Appendix 1 – Contract Conditions
 - Appendix 2 – Bill of Quantities
 - (d) Technical Specifications
 - Technical Specifications for Electrical insulation Membrane of 1.6 mm thick **Bituthene 6000**
 - (e) Conditions of Contract
 - General Conditions of Contract
 - Special Conditions of Contract
- 4.2 The Tenderer is expected to examine all instructions, forms, terms, conditions 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 his tender.

5.0 Clarification of Tender Documents

- 5.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform The Chief Engineer (R1), BMRCL forthwith.
- 5.2 Should the Tenderer for any reason whatsoever be in doubt about the meaning of anything contained in the Notice of Invitation to Tender, Tender Documents or the extent of details in the Purchaser's Requirements the Tenderer shall seek clarification in writing from The Chief Engineer (R1), BMRCL within the time period as indicated in the Notice Inviting Tenders. All communications between the tenderer and The Chief Engineer, BMRCL shall be in writing.

The contact details of the Chief Engineer are as follows.

Mr. S.S. Hegaraddi,
Chief Engineer (R-1)
E-mail: hegaraddi@bmrc.co.in
Bangalore Metro Rail Corporation Limited
3rd Floor, BMTC Complex, K.H. Road, Shantinagar,
Bangalore 560 027, Karnataka, India
Tel: 080-22969300, 22969205

- 5.3 Except for any such written clarification by the Chief Engineer, BMRCL which is expressly stated to be by way of an addendum or corrigendum to the Tender Documents, no written or verbal communication, representation or explanation by any employee of the Purchaser or the Purchaser's Representative shall be taken to bind or fetter the Purchaser or the Purchaser's Representative under the Contract.

6.0 Pre-Tender Meeting

A Pre-Tender meeting will be held on the date and location as specified in the NIT (Notice of Invitation to Tender). Non-attendance at the pre-tender meeting will neither be a cause for disqualification of a tenderer, nor is it a prohibition for submission of tender.

7.0 Amendment of Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by amendment.
- 7.2 The date for collection by the Tenderer of the amendment will be notified in writing by FAX, or by cable to all prospective Tenderers who have received the Tender Documents and shall be binding on them.
- 7.3 In order to afford prospective Tenderers reasonable time in which to take the amendments into account in preparing their tender, the Purchaser may, at his discretion, extend the deadline for the submission of tenders.

8.0 Preparation of Tenders

8.1 Language of Tender

The tender prepared by the Tenderer and all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be in English language, provided that any printed literature furnished by the Tenderer may be in another language so long as it is accompanied by an English translation. The English translation shall prevail in matters of interpretation.

8.2 Documents Comprising the Tender

The Tenderer shall, on or before the date given in the Notice of Invitation to Tender, submit his Tender in four separate sealed envelopes clearly marked with the name of the Tenderer and with the following details.

- Cover-1:** Original of Tender Guarantee as per Clause 13 of ITT
Cover-2: One copy of Tender Documents and Addenda thereto
Cover-3: Tender No...BMR/RAILS-2..... Technical Package
Cover-4: Tender No...BMR/RAILS-2..... Financial Package

These shall be addressed to The Managing Director, BMRCL and submitted to the Office of the Managing Director at the address mentioned in Clause 17.1 of ITT. The Tenderer shall ensure that a receipt is obtained for the submission of his tender, such receipt being issued free of charge by the BMRCL.

8.3 Technical Package

The Tenderer shall submit in the Technical Package of his tender the following documents, duly completed, which in the event of acceptance of the Tender shall form part of the Contract:

- (a) In case the Tender comprises a Partnership, Joint Venture or Consortium
- (i) Copies of the relevant Power of Attorney shall be attached.
 - (ii) MOU / Joint Venture / Consortium Agreement.
 - (iii) Functional division of work between members of the group.
- (b) Form of Tender duly filled including Appendix 1 to Form of Tender (Contract Conditions)

- (c) Technical proposal/details as per Annexure “A” attached to Technical specifications.
- (d) Technical and financial supporting details consisting but not limited to the following:
- The statement providing the details of previous supplies of Electrical Insulation Membrane ‘Bituthene 6000’ to Metro Rail platforms in the last five years from 01.10.2005 to 30.09.2010 made by the Tenderer or by the factory (through supplier) from where tenderer proposes to procure the material indicating year, name of Metro, purchase order details, name of client/clients, quantity, contract value and period of supply.
 - The undertaking from the factory confirming that they are willing to supply the material.
 - Annual production details of Electrical Insulation Membrane ‘Bituthene 6000’ for the last 5 years by the factory proposed by the tenderer.
 - Maximum total value of supplies (similar to supplies for which the Tenderer is participating) executed in any one year during the last 10 years (in any freely convertible international trading currency)
 - Quality control system and availability of equipment/process.
 - The specifications of the proposed packing, handling, shipment, unloading and stacking.
- 8.4 The Tenderers should note that Bill of Quantities, Appendix 2 to the Form of Tender, is a Pricing Document and should be submitted separately and not with the Technical Package.
- 8.5 Financial Package
- The Tenderer shall submit the following documents duly completed with the Financial Package of his Tender Submission.
- (a) Bill of Quantities, Appendix 2 to the Form of Tender – Completed as the Pricing Document.
- 8.6 The tenderer should avoid ambiguity in his offer e.g. if his offer is to his standard sizes / length / dimensions, he should specifically state the sizes, length, and dimensions in details without any ambiguity. Brief descriptions such as “standard length” etc. should be avoided in the offer.

9.0 Insurance

The marine insurance covering transit risk up to work site at Bangalore shall be arranged and paid for by the supplier.

10.0 Form of Tender

The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture, the Form of Tender shall be signed by a duly authorised representative of each member or participant thereof. The Form of Tender and Appendices should be for the entire supply, from a "Single Source" (mill), on a "single responsibility" basis to cover all obligations of the Supplier, mentioned in or to be reasonably inferred from the Tender Documents.

11.0 Tender Prices

11.1 Tender prices will be given in Appendix 2 to the Form of Tender. Tenderers shall quote a fixed price for the entire supplies on a "single responsibility" basis such that the total tender price covers all obligations of the Supplier mentioned in or to be reasonably inferred from the Tender Documents. Varying or differential rates for part of the supply will not be permitted. Price for supply shall remain firm during the currency of the entire contract including the varied quantity as per Special Conditions of Contract (SCC) without any price variation. Items against which no price is entered by the Tenderer will not be paid for by the Purchaser when executed and shall be deemed to be covered by the prices for other items.

11.2 All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed offer form.

11.3 Any un-priced offer for items not forming part of Bill of Quantities shall have no bearing on the offer of Tenderer for financial evaluation of bid.

12.0 Tender Currencies

The tender price shall be quoted in Indian Rupees (INR). Please see paragraph 24 of Instructions to Tenderers for further instruction for quoting the price.

13.0 Tender Guarantee

13.1 The Tenderer shall furnish, as part of his tender, an irrevocable Tender Guarantee for **Rs. 2,35,000 (Rupees Two lakh thirty five thousand only)**.

13.2 The Tender Guarantee shall be in the form of an irrevocable Bank Guarantee or Demand Draft from a branch of Scheduled Commercial Bank (except Co-operative Banks) based in India. The Bank Guarantee shall be in the form given in the Tender Documents (Annexure 1 to ITT). The Tender Guarantee shall remain valid for a period of Thirty (30) days beyond the original tender validity period of 180 days and beyond any further extension granted.

13.3 Any tender not accompanied by an acceptable Tender Guarantee shall be rejected by the Purchaser as being non-responsive.

- 13.4 The Tender Guarantee of a joint-venture/consortium must be in the name of all the partners in the joint venture / member of the consortium submitting the tender.
- 13.5 The 'Tender Guarantee Amount' is to be submitted in a separate sealed envelope duly marked 'Tender Guarantee Amount' and kept inside the outermost Tender envelope along with the envelope for 'Technical cum Financial Package including Tender documents and Addenda thereto' at the time of Tender Submission. The 'Tender Guarantee Amount' envelope will be opened first in the presence of the Tenderers to determine compliance of 'Tender Guarantee Amount' requirement. Offers submitted without the "Tender Guarantee Amount" or the Tender Guarantee in improper form will be summarily rejected. For such offers, 'Technical cum Financial Package including Tender documents and Addenda thereto' envelope will not be opened at all, and will be returned to the Tenderer unopened.
- 13.6 The Tender Guarantee will be returned / refunded after signing the contract agreement.
- 13.7 The Tender Guarantee shall be forfeited:
- (a) If the Tenderer withdraws his Tender during the period of tender validity; or
 - (b) If the Tenderer has not accepted the correction of his Tender Price pursuant to Clause No. 21.5 of ITT; or
 - (c) In the case of a successful tenderer, if the Tenderer fails, within the specified time limit to sign the Contract Agreement.
- 13.8 No interest will be payable to the tenderer by the purchaser on the Tender guarantee amount.

14.0 Period of Validity of Tender

- 14.1 The Tender submitted by the Tenderers shall be valid for a period of **180 days** from the last date for submission of tenders.
- 14.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Purchaser may request the Tenderers to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his Tender Guarantee. 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 Tender Guarantee for the period of the extension.

15.0 Format and Signing of Tenders

- 15.1 The Tenderer shall prepare one original and one copy of the documents comprising the tender clearly marked as "ORIGINAL", and "COPY". In the event of discrepancy between them, the original shall prevail. As regards the Tender Documents and Addenda thereto, only one copy should be submitted with each page of these documents signed by the authorised signatory and stamped to confirm acceptance of these Tender Documents, by the Tenderer.
- 15.2 Tender not containing full information is liable for rejection.

- 15.3 The Tender proposal must be signed as detailed below:
- i. By the sole proprietor or attorney in the case of proprietary firm.
 - ii. By the partner holding the power of attorney in case of a firm or corporation.
 - iii. By duly authorised person holding the Power of attorney in the case of a Limited company (a certified copy of the Power of attorney shall accompany the proposal)
- 15.4 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorised by all of them should sign the tender and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the purchaser along with the tender.
- 15.5 Technical package and Financial package, typed or written in indelible ink, with pages machine numbered, shall be submitted in two sets, one marked 'Original' and the other marked "Copy" (Copy should be the true photo copy of the Original). All the pages of the "Original" and "Copy" shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the Tender, where entries or amendments have been made, shall be initialled and dated by the person or persons signing the Tender.
- 15.6 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Purchaser, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the Tender.

C. SUBMISSION OF TENDERS

16.0 Sealing and Marking of Tenders

- 16.1 The Tenderer shall seal the "Original" and "Copy" of the Technical Package in separate envelopes, duly marking the envelopes as "Technical Package – Original" and "Technical Package- Copy". Likewise, the Tenderer shall seal the "Original" and "Copy" of the Financial Package in separate envelopes duly marking the envelopes as "Financial Package – Original" and "Financial Package-Copy". The envelopes of all the Technical Packages shall then be sealed in an outer envelope. Likewise the envelopes of all Financial Packages shall be sealed in an outer envelope. The envelope containing the "Tender Guarantee Amount" shall be sealed, duly marking the envelope as "Tender Guarantee Amount". The Tenderer shall also seal the envelope containing the Tender Documents and the Addenda (issued by BMRCL) thereto duly marking the envelope as "Tender Documents and Addenda". Thus the outermost envelope will have eight envelopes inside it.
- 16.2 All the inner and outer envelopes shall be addressed to the Purchaser at the following address:

To: The Managing Director
Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTCL Complex
K.H. Road, Shantinagar,
Bangalore – 560-027
Karnataka, India

- (a) Bear the following identification for the outer cover :

TENDER PACKAGE

Tender Reference Number: BMR /EIM/02/2010

DO NOT OPEN BEFORE _____ hours on _____

Name and address of the Tenderer to enable the Tender package to be returned in case the tender is received after the dead line for receipt of tender.

- (b) Bear the following identification for Tender Guarantee :

TENDER GUARANTEE

Tender Reference Number: BMR /EIM/02/2010

DO NOT OPEN BEFORE _____ hours on _____

Name and address of the Tenderer to enable the Technical package, financial package and Tender Documents & Addenda to be returned unopened if, the Tender Guarantee is not acceptable.

- (c) Bear the following identification for Technical Proposals :

TECHNICAL PACKAGE

Tender Reference Number: BMR /EIM/02/2010

DO NOT OPEN BEFORE _____ hours on _____

- (d) Bear the following identification for Financial Package:

FINANCIAL PACKAGE

Tender Reference Number: BMR /EIM/02/2010

DO NOT OPEN BEFORE _____ hours on _____

Name and address of the Tenderer to enable the Tender to be returned unopened in case it is decided not to opening pursuant to paragraph 19.2

- (e) Bear the following identification for the Tender Documents and Addenda thereto:

TENDER DOCUMENTS AND ADDENDA.

Tender Reference Number: BMR /EIM/02/2010

Name and address of the Tenderer to enable the tender to be returned unopened pursuant to (a) and (b) above.

16.3 If the outer envelope is not sealed and marked as above the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

16.4 All the inner and outer envelopes shall be addressed to the Purchaser at the following address:

To: The Managing Director
Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex
K.H. Road, Shantinagar,
Bangalore – 560-027
Karnataka, India

16.5 If the outer envelope is not sealed and marked as above the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

17.0 Deadline for Submission of Tenders

17.1 Tenders will be received by the office of the Managing Director at the address specified below not later than the date and time given in the Notice of Invitation to Tender or such other time as may be advised by way of addendum issued.

Managing Director,
Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTCL Complex,
K.H. Road, Shanthinagar,
Bangalore –560 027
Karnataka, India
Fax: 080 – 22969222 Phone: + 080 – 22969300/301

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending tender documents, in which case all rights and obligations of Purchaser and Tenderers will thereafter be subject to the deadline as extended.

17.3 Tender shall be submitted by hand only and no other mode of submission (such as courier etc.) shall be acceptable.

18.0 Late Tenders

Any tender received after the tender submission deadline stipulated in the Notice Inviting Tender, will be deemed rejected and returned unopened to the Tenderer.

19.0 Tender Opening, Evaluation, Modification, Substitution and Withdrawal of Tender

19.1 The envelope containing the Tender Guarantee (cover-1) will be opened first. Tenders that are not accompanied by a valid Tender Guarantee, or are accompanied by an unacceptable or fraudulent Tender Guarantee shall be considered as non-compliant and rejected.

19.2 The Technical Packages will be reviewed to determine their acceptability and responsiveness to the Purchaser's Requirements. Unacceptable and unresponsive tenders will be rejected and the corresponding Financial Package will be returned unopened. The Tenderers are to note that Financial Packages of only those tender submissions which are accompanied by valid Tender Guarantee and for which Technical Packages have satisfied the review as per Clause 21 of ITT will be opened and the tender sums posted. The date, time and place of opening of Financial Packages will be advised to Tenderers whose Technical Package have been found acceptable so that they can be present at the stipulated time of opening of the Financial Packages.

20.0 Clarification of Tenders

During tender evaluation, the Purchaser may, at its discretion, ask the Tenderer for any clarification of the tender. The request for clarification and the response shall be in writing, and no change in the price or substance of the tender shall be sought, offered or permitted except as required. To assist in the examination, evaluation and comparison of tenders, the Purchaser may, at his discretion, ask for any clarification of his tenders. The request for clarification and the response shall be in writing or by facsimile. No change in the price or substance of the tender shall be

- sought, offered or permitted except as requested to confirm the correction of arithmetic errors discovered by the Purchaser in accordance with paragraph 21.
- 21.0 Examination of Tenders and Determination of Responsiveness, Correction of Errors.**
- 21.1 For detailed evaluation of tenders, the Purchaser will determine whether each tender:
- (i) Meets the requirements as indicated in the tender documents;
 - (ii) Has been duly signed, including the crucial documents;
 - (iii) is substantially responsive to the technical specifications set out in the bidding documents.
- 21.2 A substantially responsive tender is one that conforms to all the terms, conditions and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one:
- (i) Which affects in any substantial way the scope, quality or performance of the materials to be supplied; or
 - (ii) Which limits in any substantial way, the Purchaser's rights or the Tenderer's obligations under the Contract; or
 - (iii) Which is inconsistent with the Tender Documents and whose rectification would affect unfairly the competitive position of other Tenderers presenting responsive Tenders; or
 - (iv) Which includes a deviation from the Tender Documents which would render the materials to be supplied, or any part thereof, unfit for their intended purpose; or
 - (v) Which fails to commit to the delivery schedule for each instalment of material specified in the SCC Clause – 2 (Delivery Schedule).
 - (vi) Which limits the validity of the tender by conditional offer.
 - (vii) Which fails to commit tender price as per Clause-11 of ITT.
- 21.3 The Purchaser may waive any minor deviation, non-conformity or irregularity in a tender that does not constitute a material deviation.
- 21.4 If a tender is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 21.5 Correction of Errors**
- Tenders determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser. Where there is a discrepancy in the line item total, which is obtained by multiplying the unit price with the quantity, the correct arithmetic calculation shall prevail, and the line item total shall be corrected. If in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit rate in which case the total cost per item as quoted will govern and the unit rate corrected. If there is a discrepancy between the tender total amount and the sum of line item totals the

sum of the line item totals shall prevail and the tender total will be corrected. If there is discrepancy between words and figures, the amount in words will prevail. If the Tenderer does not accept the correction of errors, his tender will be rejected and Tender Guarantee may be forfeited.

22.0 Local Conditions

It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign tenderer should familiarise himself with the Income Tax Act 1961, the Companies Act 1956, the Customs Act 1962 and other related laws in force in India. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. Any request for change of price, time schedule, or delivery destination of the stores, arising out of any changes to the above acts or laws after the offer is accepted by the Purchaser, will not be considered by the Purchaser.

23.0 Price Basis and Indemnity

- 23.1 The tenderer shall quote his price for supply on the basis of supply at Metro Station Sites in Bangalore.
- 23.2 The quoted price shall include all packing & handling charges both prior to shipping and at the time of shipping, ocean freight charges, marine insurance charges, and unloading from the ship and transportation to site. The necessary customs duty, port charges etc. are also to be borne by the supplier.
- 23.3 The prices quoted shall be firm and not subject to any variation. Ocean freight charges and marine insurance included must also be firm and no variation will be allowed on this account after the opening of tenders.
- 23.4 The Tenderer's must quote their lowest price for the unit specified in the "Bill of Quantities".
- 23.5 The quoted price shall be inclusive of all taxes and duties for the supply at Metro Station sites in Bangalore.

24.0 Payment Terms

- 24.1 The standard payment terms subject to recoveries, if any, under the Liquidated Damages Clause-6.0 of General Conditions of Contract will be as under:
- a) 90% payment on proof of inspection at the mill prior to shipment and despatch and on receipt of all shipping documents by BMRCL.
 - b) Balance 10% payment on receipt of goods at site in Bangalore in undamaged condition and after acceptance of the material. Please see Post Dispatch Inspection clause 10.6 of General Condition of Contract.
- 24.2 Payment shall be made to the Supplier through negotiable Letter of Credit (LC). LC shall be irrevocable and divisible. Part payment is allowed. LC is opened through Banker's of the Purchaser based in India. LC opening charges shall be borne by the Purchaser, however, bank charges on LC amendment, if any, at the request of the Supplier shall be to Supplier's account. All other changes shall be to

Suppliers account. LC shall be opened as per quarterly cash flow statement based on delivery schedule and the payment schedule indicated in sub-clause 24.1 above.

25.0 Deductions

Payment as in clause 24 of ITT shall be subject to deduction of any amount for which the supplier is liable under the contract against this tender or any other contract in respect of which BMRCL is the Purchaser.

26.0 Packing for shipping, handling and stacking

26.1 The specifications of the proposed packing shall be such as to ensure that no damage will be caused to the materials to be supplied during transit.

26.2 The packing advices should bring out the weight, dimensions and size of each bundle or package. Where it is not possible to give weight of the bundles / packages, the supplier must indicate the volume of the bundles / packages, the number of pieces per bundle/package, number of bundles / packages, and total weight of the items supplied.

26.3 Where the materials are shipped in bundles/packages, the pieces in each bundle/package should be of uniform sizes to facilitate quick acceptance and payment. The number of pieces in each bundle/package should also be the same.

26.4 Handling and stacking shall be as per Technical Specifications, approved by the purchaser.

D. AWARD OF CONTRACT

27.0 Award Criteria

Subject to Paragraph 28 of ITT, the LOA will be issued for the supply contract to the successful Tenderer whose tender has been determined to be substantially responsive and who has submitted the Lowest Evaluated Tender.

28.0 Purchaser's Right to accept any Tender and to reject any or All Tenders

The Purchaser reserves the right to accept a tender for a part or, whole of the quantities offered, or reject any tender, and to annul the tendering process and reject all tenders at any time prior to 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 Purchaser's action.

29.0 Notification of Award

29.1 Prior to expiration of the period of Tender validity prescribed by the Purchaser or extended period, the Purchaser will notify the successful Tenderer by facsimile confirmed by letter transmitted by courier that his Tender has been accepted. The letter (hereinafter and in the Conditions of Contract called the "**Letter of Acceptance**") shall name the amount which the Purchaser will pay the supplier in consideration of the supplies. This letter along with written acknowledgement of the successful tenderer shall constitute contract between the Tenderer and Employer, till signing of formal contract agreement and the tenderer shall commence work immediately thereafter.

29.2 In the event of award of the Contract, the following will be the sequence of events in the order given below.

- (i) Approval by Competent Authority
- (ii) Letter of Acceptance;
- (iii) Furnishing Performance Guarantee;
- (iv) Signing of Contract

30.0 Signing of the Contract Agreement

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute, within a period of 30 days (Thirty) from the date of issue of the Letter of Acceptance, the Contract Agreement in the form specified (Annexure 3 of ITT) with such modifications as may be considered necessary at the time of finalisation of the contract.

31.0 Performance Guarantee

- 31.1 The Performance Guarantee required in accordance with clause 9 of GCC shall be 10% of the Contract Price, and shall be from a Scheduled Commercial Indian Bank based in India (except Co-operative Bank) in the types and proportions of currencies in which the Contract Price is payable.
- 31.2 Within 15 (Fifteen) days of receipt of the Letter of Acceptance from the Purchaser, the successful Tenderer shall furnish to the Purchaser a Performance Guarantee as per proforma at Annexure -2 in terms of sub-clause 31.1 above.
- 31.3 Failure of the successful Tenderers to comply with the requirements of Clauses 31.1 and 31.2 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Guarantee Amount.

32.0 Clarifications

- 32.1 Every effort will be made to provide clarification to Tenderers who have requested in writing. However, requests for additional information, and any delay in providing information is entirely at Tenderer's risk, and shall not be considered as a reason for late delivery of tenders or a reason for delaying the submission of Tenders by the stated date.
- 32.2 Any information provided by BMRCL that is not given in writing in response to request for additional information, shall not be considered by BMRCL and shall not be accepted as a reason for late delivery of tenders or a reason for delaying the submission of tenders by the stated date.

33.0 Date of Completion

Supply of materials shall be completed within **18 Weeks** as per delivery schedule as indicated in Clause 2 of Special Conditions of Contract from the date of confirmation of Letter of Credit.

34.0 Rejection of Tender

- 34.1 BMRCL may reject the tenders that are considered to be substantially non-responsive to the requirements of the Proposal. Such matters may include:
- Incorrect or Fraudulent Power of Attorney
 - Incorrect or Fraudulent “Tender Security Amount”
 - Not meeting qualification requirements relating to the Proposal.
 - Deviations relating to the Scope of Work
 - Incomplete “Technical Proposal”
 - Incomplete “Financial Proposal”
 - Major inadequacies in the technical offer
 - Tenderer asks for an increase in Tender Offer price during negotiations
 - Failure to sign the Contract Agreement within the time limit given by BMRCL
 - Failure to provide the Performance Guarantee
- 34.2 In the event of conflict between documents submitted by the tenderer, the material contained in the original set only will prevail.
- 34.3 Tender will not be considered if the tenderer makes misleading or false representations in statements or attachments submitted in proof of the qualification requirements.
- 34.4 Tenderer will not submit on their own to provide additional information or materials subsequent to the date of submission and such materials if submitted will be disregarded and BMRCL will not entertain any dispute or claim in this behalf. However BMRCL reserves the right to seek additional information / clarifications / documents as may be required for assessing the capabilities of the tenderer & the tenderer is bound to furnish such information.
- 34.5 BMRCL will not award the contract if it determines that the tenderer has engaged in corrupt or fraudulent practices in competing for the present contract. Similarly BMRCL will recognize a tenderer as ineligible for a period determined by BMRCL if it any time determines that the tenderer has engaged in corrupt or fraudulent practices in executing work covered in this tender.

**ANNEXURES
TO
INSTRUCTIONS TO TENDERERS**

Annexure 1

**FORM OF BANK GUARANTEE FOR TENDER GUARANTEE
(Reference Clause 13 of the Instructions to Tenderers)**

(To be stamped in accordance with Stamp Act of India)

KNOW ALL MEN by these presents that we _____ (Name and Address of Bank) of India, having our registered office at _____
_____ (hereinafter called "the Bank") are bound unto Bangalore Metro Rail Corporation Limited (hereinafter called "the Purchaser") in sum of Rs. _____ for which payment well and truly to be made to the said Purchaser, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer") has submitted his tender dated _____ for Contract No. _____ for _____

WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Tender Guarantee 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.

We further agree as follows:

- (i) That the Purchaser 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 Purchaser and the Tenderer.
- (ii) That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Tenderer.
- (iii) That this guarantee commences from the date hereof and shall remain in force till:
 - a) The Tenderer, in case his tender is accepted by the Purchaser, executes a formal agreement.
 - b) 30 days after the date of validity or the extended date of validity of the Tender, as the case maybe;

Whichever is earlier.

- (iv) That the expression “the Tenderer” and the “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- (ii) if the Tenderer refuses to accept the corrections of errors in his tender; or
- (iii) if the Tenderer having been notified of the acceptance of his Tender by the Purchaser during the period of tender validity:
 - a) fails or refuses to furnish the Performance Guarantee and/or;
 - b) fails or refuses to enter into a Contract within the time limit specified in Clause 30 of ITT

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

Signature of Authorized Official
of the Bank: _____

SIGNATURE OF WITNESS

NAME OF WITNESS

Name of Official: _____

Designation _____

ID No. _____

STAMP/SEAL OF BANK

Address of witness:

Annexure-2

**FORM OF PERFORMANCE GUARANTEE
(Refer Clause 9 of GCC)**

(To be stamped in accordance with the Stamp Act of India)

To: Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex, K.H. Road,
Shanthinagar, Bangalore – 560 027.
Karnataka, India.

1. **WHEREAS** ----- (Name and address of Supplier) (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No: For Supply of (hereinafter called “the Contract”).
2. **AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by the scheduled Commercial Indian Bank based in India for the sum specified herein as security for compliance with his obligations in accordance with the Contract.
3. **AND WHEREAS** we,----- (Insert name and address of Bank) have agreed to give the Supplier such a Bank Guarantee:
4. **NOW THEREFORE** we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier up to a total of ----- (amount of Guarantee)----- (in words), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of ----- (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
5. We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.
6. 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 Supplier shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for **5 years** after the receipt of the last supplies at Bangalore,

SIGNATURE AND SEAL OF THE GUARANTOR

Signature of Authorized Official
of the Bank: _____
Name of Official: _____
Designation _____
ID No. _____
Name of Bank _____
Address _____

SIGNATURE OF WITNESS

NAME OF WITNESS

Address of witness

STAMP/SEAL OF BANK

DATE _____

Notes: *The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'*

Annexure 3

FORM OF CONTRACT AGREEMENT

CONTRACT NO:.....

SUPPLY OF ELECTRICAL INSULATION MEMBRANE BITUTHENE 6000 AND SOLVENT BASED PRIMER FOR METRO STATION PLATFORMS IN REACH-2, 3, 3(a), 3(b), 4 AND 4(a) OF BANGALORE METRO RAIL PROJECT PHASE - I

This Contract is made at Bangalore onday ofby and between :

- 1) Bangalore Metro Rail Corporation Limited, a company incorporated under companies act 1956, represented by, authorized to sign and bind the company, with office located at III Floor, BMTC Complex, K.H. Road, Shantinagar, Bangalore 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,
- 2) [Note 1] comprising:
 - a), a company registered and existing under the laws of, with head office located at, represented by Mr. and Mr. authorized to sign and bind the company, under the Power of Attorney dated..... and the Board Resolution dated [Note 5]
 - b), a company registered and existing under the laws of, with head office located at represented by Mr. and Mr. authorized to sign and bind the company, under the Power of Attorney dated..... and the Board Resolution dated [Note 5]

[Note 2] who shall be jointly and severally liable for the undertaking of this Contract; hereinafter [Note 3] collectively referred to as the "Supplier" of the other part.

WHEREAS the Supplier has established a..... [Note 4] acceptable to the Purchaser and offered a tender for Supply of for Bangalore Metro Rail Project and agrees to undertake performance of work under the terms and conditions set forth in this Contract.

Both parties hereby agree as follows:

Clause 1

The Purchaser agrees to hire and the Supplier agrees to be hired to implement the Supply of As per Tender document for Bangalore Metro Rail Project- Phase I under the terms and conditions specified in this Contract Agreement and the other Contract Documents attached hereto as follows:

- Notice Inviting Tender
- Instructions to Tenderers
- Letter of Acceptance
- The Tender

- General Conditions of Contract
- Special Conditions of Contract
- The Addenda, if any
- Technical Specifications
- Any other documents forming part of the Contract

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

Clause 2 Obligation of the Supplier:

The Supplier agrees, subject to the terms and conditions of the Contract Documents, to perform efficiently and faithfully all of the work and to Supply of for Bangalore Metro Rail Project requisite for or incidental to the successful completion of the Supplies and in carrying out all duties and obligations imposed by the Contract Documents.

The Supplier 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 every year and shall keep the Purchaser fully indemnified against liability of tax, interest, penalty etc. of the Supplier in respect thereof, which may arise.

Clause 3 Obligation of the Purchaser:

The Purchaser agrees, subject to the terms and conditions of the Contract Documents, to pay the Supplier the amount specified, and at the rates and terms and in the manner set forth in the Contract Documents.

Clause 4 Value of Supplies and Completion Time:

The Purchaser agrees to pay for the total cost of the Supplies and the Supplier agrees to accept the sums mentioned below in the following currencies, to be the total cost for the Supplies carried out by him as part of his obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

Contract Price

- i) Rs. (Rupees); and
- ii) In foreign currency of: (.....);

The above amounts include all taxes, royalties, duties, fees, cess, octroi, other levies etc. And any tax to be deducted at source.

The Supplier shall complete the Supply within (.....) months from the date stipulated in the Letter of Acceptance, issued by the Purchaser.

Clause 5 Notices:

All notices called for by the terms of the Contract Documents shall be in writing in English language and shall be delivered by hand or by registered mail, acknowledgement due, to the parties' addresses given below. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the

following addresses or such other addresses as such party may subsequently notify to the other:

Purchaser Bangalore Metro Rail Corporation Limited,
Third Floor, BMTC Complex
K.H. Road, Shanthinagar,
Bangalore, 560 027
Karnataka, India

Supplier
.....
.....

Clause 6 Integration

The Purchaser and the Supplier agree that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and that 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 7 Governing Law

This Contract is enforceable and construed under the laws of the Republic of India.

Clause 8 Language

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

This Contract is made in three copies with identical wording. Both parties having thoroughly read and understood the contents hereof sign their names and affix the seal (if any) in the presence of witness and each shall retain one copy. The third copy shall be retained by the General Consultant to BMRCL.

The Purchaser
Bangalore Metro Rail
Corporation Limited

Note-6.....The Supplier

a)
b)

Witness

Witness

.....

.....

- Notes:** (for preparation of but not for inclusion in the engrossment of the Contract Agreement)
1. If the Supplier comprises a partnership, consortium or joint venture, liability will be joint and several, and each member thereof must be identified.
 2. In the case that the Supplier comprises a single company, this line should be deleted entirely, as also should be paragraph (b) above.
 3. In the case that the Supplier comprises a single company, the word "collectively" should be deleted from this line.
 4. Enter the appropriate nature of the Supplier; company, partnership, consortium or joint venture as the case may be.
 5. Enter the date of the appropriate resolution