

Tender No: BMRCL/Phase-2/Reach-1B Extn./Via/2026/150



BANGALORE METRO RAIL PROJECT, PHASE-2

Name of the Work: “Extension of Metro line by length of 482.80 m beyond Whitefield Metro Station in Reach-1B for Bangalore Metro Rail Project, Phase-2.”

June-2026

Bangalore Metro Rail Corporation Limited**Tender No: BMRCL/Phase-2/Reach-1B Extn./Via/2026/150****Name of the Work: Extension of Metro line by length of 482.80 m beyond Whitefield Metro Station in Reach-1B for Bangalore Metro Rail Project, Phase-2.****INDEX**

CONTENT		Booklet Page No.
Technical Document (Volume -1)		
Section -A	Notice Inviting Tender (NIT)	001 to166
Section -B	Instructions to Tenderers (ITT)	
Section -C	Eligibility cum Qualification Criteria (EQC)	
Section -D	Letter of Technical Bid (Including Attachments)	
Section -E	General Conditions of Contract (GCC) including Contract data	
Section -F	Special Conditions of Contract (SCC)	
Section -G	Contract Forms	
Technical Document (Volume -2)		
Section-H	Employer's Requirements (Including Annexures)	167 to 727
Section -I	Technical Specifications	
Section -J	Project Wide Interface Document	
Technical Document (Volume -3)		
Section -K	Tender Drawings	Tender Drawing_R1B Extn.-01 to Tender Drawing_R1B Extn.-76
Technical Document (Volume -4)		
Section -L	Safety, Health & Environment (SHE) Manual	728 to 876
Financial Document (Pricing Document) (Volume -5)		
Section -M	Letter of Price Bid	877 to 904
	Preamble	
	Abstract of Bill of Quantities (BoQ)	
	Bill of Quantities (BoQ)	
	Price Bid-Summary of Bill of Quantities (.xls)	-----

Tender No: BMRCL/Phase-2/Reach-1B Extn./Via/2026/150



BANGALORE METRO RAIL PROJECT, PHASE-2

Name of the Work: “Extension of Metro line by length of 482.80 m beyond Whitefield Metro Station in Reach-1B for Bangalore Metro Rail Project, Phase-2.”

**TECHNICAL DOCUMENT
VOLUME -1**

June-2026

SECTION – A: NOTICE INVITING TENDER (NIT)

Bangalore Metro Rail Corporation Limited (BMRCL), a Joint Venture of the Government of Karnataka and the Government of India, invites open e-tenders (Single stage – Two Cover System) on CPP Portal <https://etenders.gov.in/eprocure/app> from eligible applicants, who fulfils the prescribed eligibility cum qualification criteria (EQC) for the work of “**Extension of Metro line by length of 482.80 m beyond Whitefield Metro Station in Reach-1B for Bangalore Metro Rail Project, Phase-2.**”

Tender No: BMRCL/Phase-2/Reach-1B Extn./Via/2026/150

Dated. 01.06.2026

Key Details:

SI No	Description	
1	Estimated Cost of Work	INR 62.51 Crores
2	Tender Security (EMD)	INR 62.51 Lakhs
3	Tender Fee (inclusive of GST)	INR 59,000/-
4	Completion Period of Work	18 Months
5	Tender Documents available on eProcurement Portal	01.06.2026 to 29.06.2026 up to 3.00 PM (IST)
6	Site Visit (will be facilitated by BMRCL)	15.06.2026 at 11.00 AM (IST)
7	Pre-Bid Meeting	16.06.2026 at 11.30 AM (IST)
8	Last Date & Time for seeking Clarification	17.06.2026 up to 06.00 PM (IST)
9	Venue for Pre-Bid Meeting	Bangalore Metro Rail Corporation Limited, Annex-1, Project & Planning 4 th Floor, BMTC Complex, Shanthinagar, Bengaluru Email: contracts@bmrc.co.in
10	Last date and venue for submission of original Insurance Surety Bond towards Tender Security (EMD)	04.07.2026 up to 17.30 Hrs (IST) Bangalore Metro Rail Corporation Limited, 3rd Floor, BMTC Complex, Shanthinagar, Bengaluru Email: contracts@bmrc.co.in
11	Tender submission Date and Time (online)	23.06.2026 (From 10.00 AM (IST)) to 29.06.2026 (up to 3.00 PM (IST))
12	Date & Time of opening of Tender (Technical Bid) (online)	30.06.2026 at 3.30 PM (IST)
13	Participation as Joint Venture	Not Permitted
14	Date & Time of opening of Financial Bid (Online)	Information will be provided after the evaluation of technical bids.
15	eProcurement Portal : CPP Portal	https://etenders.gov.in/eprocure/app

1. Tender documents can be downloaded by the Tenderers from the eProcurement Portal. The instructions for online bid submission are attached to guide Tenderers in registering on the Portal, preparing their bids as per the requirements and submitting them electronically. Additional information regarding bid submission is available on the eProcurement Portal.
2. Tenderer is required to pay a non-refundable Tender fee as stipulated in Key Details through online payment only (using **RTGS/ NEFT/ IMPS**). Proof of Tender fee paid through online shall be uploaded on eProcurement Portal along with tender submission. Tenderer must mention the Tender Reference Number in the reference/remarks at the time of the online transaction of payment.

For online payment following details are to be considered:

Name: BANGALORE METRO RAIL CORPORATION LIMITED
Name of the Bank: BANK OF INDIA

Branch: CANTONMENT BRANCH, BENGALURU.
Account No. 840420110000760
RTGS/IFSC: BKID0008404

3. Tender submissions shall be done online on the eProcurement Portal using valid **Class-II** or **Class-III** Digital Signature Certificates of the bidder.
4. Submission of tenders shall be closed at the prescribed last date & time for submission, after which no tenders will be accepted on the eProcurement portal. It shall be the responsibility of the Tenderer to ensure that his Tender is submitted before the deadline for submission of tender. BMRCL will not be responsible for non-submission of Tender due to delay or any other reason.
5. Tenders shall be valid for a period of **180 days** starting from the prescribed last date of tender submission as indicated in NIT or as amended if any.
6. Tender shall be accompanied by "Tender Security (EMD)" as described in Instructions to Tenderers (ITT).
7. Tenderers who meet the Eligibility and Qualification Criteria (EQC) specified in the tender documents are eligible to participate in this tender.
8. Tenderers are advised to frequently check the eProcurement portal for updates.

General Manager (Contracts),
(On behalf of the Managing Director)
Bangalore Metro Rail Corporation Ltd.

(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link **“Online bidder Enrollment”** on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

SECTION - B: INSTRUCTIONS TO TENDERERS (ITT)

Clause No	Description	Section Page No
A. GENERAL		2-3
1.0	Introduction	
2.0	Information & Requirements	
3.0	Cost of Tendering	
4.0	Site Visit	
B. TENDER DOCUMENTS		3-4
5.0	Contents of Tender Documents	
6.0	Clarification on Tender Documents	
7.0	Amendment to Tender Documents	
C. PREPARATION OF TENDERS		4-8
8.0	Language of Tender	
9.0	Composition of Tender Submittals	
10.0	Tender Price	
11.0	Currencies of the Tender	
12.0	Tender Validity	
13.0	Tender Security (EMD)	
14.0	Format and Signing of Tenders	
D. SUBMISSION OF TENDERS		8-9
15.0	Submission of Tenders	
16.0	Failure to Submit Tenders in Time	
17.0	Modification and withdrawal of tenders	
E. TENDER OPENING AND EVALUATION		9-12
18.0	Tender Opening	
19.0	Process to be Confidential	
20.0	Clarification of Tenders	
21.0	Determination of Responsiveness	
22.0	Evaluation of Tender	
F. AWARD OF CONTRACT		12-13
23.0	Award Criteria	
24.0	Employer's Right to Accept any Tender and to Reject any or All Tenders	
25.0	Notification of Award	
26.0	Signing of Contract Agreement	
27.0	Performance Security	
28.0	Annulment of the award	
29.0	Completion Period	
30.0	Appeal	
31.0	Contact Person in the BMRCL Office	

INSTRUCTIONS TO TENDERERS (ITT)

Name of the work: “Extension of Metro line by length of 482.80 m beyond Whitefield Metro Station in Reach-1B for Bangalore Metro Rail Project, Phase-2.”

Bangalore Metro Rail Corporation Limited (BMRCL) invited bids through open e-tender (Single Stage – Two Cover System) on the eProcurement Portal from eligible applicants for the above-mentioned work.

A GENERAL**1.0 INTRODUCTION****1.1 Bangalore Metro Rail Corporation Limited**

The Bangalore Metro Rail Corporation Limited is a Joint venture enterprise of the Government of India and the Government of Karnataka, entrusted with the responsibility of implementation of the Bangalore Metro Rail project.

1.2 Project

Phase 2 of the Bangalore Metro Rail Project consists of Four Extensions to the existing lines and Two New Lines with a total length of 72.095 km with 61 stations (49 Elevated and 12 Underground) of which 53.80 Km is under operation and the balance is under construction.

2.0 INFORMATION & REQUIREMENTS

2.1 Tenderers shall submit their bids as a Single Entity only. All Tenderers shall meet the Eligibility and Qualification Criteria specified in Clauses 2.0 and 3.0 of the EQC.

2.2 Joint Venture: Participation as a ‘Joint Venture’ is Not Permitted in this tender.

3.0 COST OF TENDERING

The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

4.0 SITE VISIT

4.1 BMRCL will facilitate a site visit on the date and time specified in the Notice Inviting Tender (NIT). Prospective tenderers must submit the details of their representative(s)—a maximum of two—to the Site Visit Coordinator at the e-mail address provided below, at least one day in advance. The submission deadline is 11:00 Hrs on the day preceding the scheduled site visit.

For further coordination in connection with site visit, please contact the following BMRCL official:

Site Visit Coordinator:

Name of the officer: Col. Atul Kulshrestha

Designation: Deputy Chief Engineer

e-mail: atulkul63@bmrc.co.in

Contact No.: +919481473592

(i) Any site information provided in this Tender Document is for the Tenderer's general guidance only. The Tenderer shall be responsible for visiting and examining the Site of Works and its surroundings at their own risk and cost, and for obtaining all information necessary for the preparation of the Tender and the execution of the Contract.

Permission for the Tenderer to enter Employer's premises and lands shall be deemed to have been granted on the express condition that the Tenderer, its personnel, and agents shall indemnify and hold harmless the Employer, its personnel, and agents from and against all claims, liabilities, costs, and expenses whatsoever, including but not limited to, any death, personal injury, or loss of or damage to property arising out of or in connection with such site visit.

- (ii) The Tenderer shall be deemed to have inspected the site, its surroundings, and all relevant conditions, including sources of materials, access roads, environmental factors, and time-related restrictions, and to have accepted full responsibility for the implications thereof. No claim whatsoever shall be entertained on the grounds of lack of knowledge or ignorance of such site conditions.

B. TENDER DOCUMENTS

5.0 CONTENTS OF TENDER DOCUMENTS

- 5.1 The Tender Documents as listed below have been prepared for inviting tenders:

Technical Document (Volume -1)	
Section -A	Notice Inviting Tender (NIT)
Section -B	Instructions to Tenderers (ITT)
Section -C	Eligibility cum Qualification Criteria (EQC)
Section -D	Letter of Technical Bid (Including Attachments)
Section -E	General Conditions of Contract (GCC) including Contract data
Section -F	Special Conditions of Contract (SCC)
Section-G	Contract Forms
Technical Document (Volume -2)	
Section-H	Employer's Requirements (Including Annexures)
Section-I	Technical Specifications
Section-J	Project Wide Interface Document (Reference only)
Technical Document (Volume -3)	
Section-K	Tender Drawings
Technical Document (Volume -4)	
Section-L	Safety, Health & Environment (SHE) Manual
Financial Document (Pricing Document) (Volume -5)	
Section-M	Letter of Price Bid
	Preamble
	Abstract of Bill of Quantities (BOQ)
	Bill of Quantities (BOQ)
	Price Bid-Summary of Bill of Quantities (.xls)

- 5.2 The Tenderer is expected to examine carefully all instructions, forms, terms, conditions, specifications, and other contents of the Tender Documents, and to take them fully into account before submitting the Tender. Failure to comply with any of the requirements or provisions set forth in the Tender Documents shall be entirely at the Tenderer's own risk.

6.0 CLARIFICATION ON TENDER DOCUMENTS

- 6.1 While all efforts have been made to avoid errors in drafting the Tender documents, the Tenderer is advised to check the same carefully and seek clarifications within the scheduled period only. No claim on account of any errors detected in the Tender documents later shall be entertained.
- 6.2 The tenderer shall submit/upload any query on the eProcurement Portal not later than the last date of seeking clarification as mentioned in NIT. Only the Clarifications sought through the portal will be considered.
- 6.3 A Pre-Bid Meeting will be held on the date and time specified in the NIT. The meeting will be accessible via video conference. To receive the virtual meeting link and access credentials (e.g., software, meeting ID, password), prospective bidders must register the details of their representative(s)—a maximum of two—by sending the information to the official email of GM

(Contracts), BMRCL, at contracts@bmrc.co.in. Registration must be completed at least one day in advance, no later than 17:00 Hrs on the day preceding the meeting.

Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Tenderer.

- 6.4 Response in writing for the Clarifications sought through the portal will be made available at the eProcurement Portal. Bidders are advised to visit the Portal frequently.
- 6.5 Tenderers to note that seeking clarification regarding qualification shall only be for criteria set for Eligibility and Qualification. Bidder has to read the tender document completely and understand the requirement on his own and employer will not advice any prospective tenderer regarding participation in this tender. Employer reserves the right not to reply to presumptive or hypothetical queries.

7.0 AMENDMENT TO TENDER DOCUMENTS

- 7.1 Before the deadline for submission of Tenders, the Employer may issue further instructions to Tenderers or any modifications to existing Tender documents in the form of an addendum & corrigendum. Such an amendment in the form of an addendum/corrigendum will be made available at the eProcurement Portal. Bidders are advised to visit the Portal frequently.
- 7.2 Without prejudice to the order of preference as specified in Clause 1.5 of the General Conditions of Contract, the provisions in such addenda and/or corrigenda shall take priority over the Tender Documents issued previously.
- 7.3 To afford Tenderers reasonable time for preparing their Tenders after considering such amendments, the Employer may, at his discretion, extend the deadline for the submission of tenders in accordance with Clause 15.0 of Instructions to Tenderers (ITT).

C. PREPARATION OF TENDERS

- 8.0 **LANGUAGE OF TENDER:** Tender and all accompanying documents shall be in English language. In the event that any printed literature or document submitted by the Tenderer is in a language other than English, it shall be accompanied by an accurate English translation. For the purpose of interpretation and evaluation of the Tender, the English version shall prevail.

9.0 COMPOSITION OF TENDER SUBMITTALS

- 9.1 The Tenderer's tender submittals shall comprise of (a) Technical Bid (Cover) containing the documents listed in sub-clause 9.2 of Instructions to Tenderers (ITT) and (b) Financial Bid (Cover) containing the documents listed in sub-clause 9.4 of Instructions to Tenderers (ITT).

9.2 TECHNICAL BID

- 9.2.1 The Tenderer shall upload soft copies (in .pdf format) of the duly completed Technical Bid on the eProcurement Portal under the "Technical Cover." The Technical Cover shall comprise the documents and information specified herein.

- (a) Copy of Tender Security (EMD) in accordance with Clause 13 of Instructions to Tenderers (ITT).
- (b) Copy of Power of Attorney authorizing the signatory to commit the Tender, in accordance with sub clause 14.1 of Instructions to Tenderers (ITT).
- (c) The Letter of Technical Bid (including all Attachments) shall be complete without any alterations to their content/format.
- (d) Documentary evidence/ qualification documents required to establish the Tenderer's qualifications under Eligibility and qualification criteria.
- (e) 'Tenderer's Brief of Technical Details' for performing the assignment/work as per Attachment-14 to Letter of Technical bid.
- (f) Any other documents requested in the Bid document as a part of the Technical Bid.

- 9.2.2 The technical bid must have all pages sequentially numbered, with an index sheet indicating the corresponding page numbers. **Tenderers should note that submitting a copy of the**

tender documents downloaded from the eProcurement portal is not required.

- 9.3 **No information relating to Financial Terms of Service, Conditions, or Prices should be included in the Technical bid.** Any such violation will result in the rejection of the Tender.

9.4 **FINANCIAL BID**

- 9.4.1 The Tenderer shall upload soft copies (.pdf/ .xls) of **Financial Proposal** duly completed/filled on the eProcurement Portal in the 'Financial Cover' which shall comprise of following:

- (a) The Letter of Price Bid shall be completed without any alterations to their content/ format.
- (b) Price Bid – Summary of Bill of Quantities (.xls format) shall be completed as per clause 10.1 of ITT.

- 9.4.2 Bidders shall submit their Price bid only in the format (.xls format) provided and no other format is acceptable. If the Price bid format is found to be modified by the bidder, the bid may be rejected.

- 9.5 The list of documents to be submitted, as described under Clauses 9.2 and 9.4 of the Instructions to Tenderers (ITT), has been provided solely for the convenience of the Tenderer. Any omission or oversight in this list shall not relieve the Tenderer of the responsibility to thoroughly review all provisions of the Tender Documents and to submit all information and documents specifically required or implied therein.

BMRCL shall not take cognizance of, nor be bound by, any additional information or documents submitted by the Tenderer if, in the opinion of BMRCL, such information is not required or is likely to materially affect the tendering process.

10.0 **TENDER PRICE**

- 10.1 (i) The provisions of the Tender Documents, as specified under Clause 5.1 of the Instructions to Tenderers (ITT), govern the Quoted Tender Prices.
- (ii) Tenderers shall download the Price Bid file (.xls format) from the eProcurement Portal and fill in only the coloured (unprotected) cells by entering their name and financial offer. Tenderer shall select the applicable option "At Par / Excess / Less" and enter a single percentage rate in figures on total estimated cost, which applies uniformly to all schedules/items of the BOQ.
- (iii) After entering the required details, the Tenderer shall validate the Price Bid file (.xls), save it without changing the original file name, and upload the validated file under the "Financial Cover" on the eProcurement Portal.
- 10.2 (i) The Tendered or Quoted Price includes all applicable taxes, duties, cess, royalties, and statutory levies as per the laws in force as on last day of the month previous to the month of invitation of this tender, except Goods and Services Tax (GST). BMRCL will reimburse GST to the Contractor based on the output GST levied on works contract services corresponding to the taxable value of the works executed and duly remitted by the Contractor. BMRCL will make this reimbursement upon receipt of a valid GST-compliant tax invoice submitted along with the corresponding Interim Payment Certificates (IPC) and/ or Final Payment Certificate (FPC).
- (ii) The Quoted Price (exclusive of GST) remains firm and binding for the entire duration of the Contract, including any extensions, and does not vary due to input cost fluctuations or changes in tax laws or tax rates.
- (iii) Notwithstanding the above, the Employer will allow adjustments to the Contract Price only under the provisions relating to "Change in Law" as specified in Sub-Clause 11.1.1 of the General Conditions of Contract (GCC).
- 10.3 The Tenderer shall keep the contents of his Tender and the amount quoted by him confidential.

- 11.0 **CURRENCIES OF THE TENDER:** Tender prices shall be quoted in Indian Rupees only.

12.0 TENDER VALIDITY

- 12.1 The Tender shall remain valid and open for acceptance for a period of one hundred and eighty (180) days, both days inclusive — i.e., from the last date for submission of Tenders as specified in the Notice Inviting Tender (NIT) (or as amended, if applicable) up to the last date of the validity period.

A tender valid for a shorter period than required shall be considered non-responsive and rejected by the Employer.

- 12.2 In case, it becomes unavoidable, and before the expiry of the original Tender Validity period, the Employer may request the Tenderers, in writing through the eProcurement Portal or by e-mail/post, to extend the period of Tender Validity for a specified duration.

A Tenderer may refuse such a request without forfeiting its Tender Security (EMD). However, a Tenderer who agrees to the request shall not be permitted to modify or alter any part of its Tender, including the quoted prices or terms.

13.0 TENDER SECURITY (EMD)

- 13.1 The Tenderer shall submit a Tender Security (Earnest Money Deposit – EMD) for the amount specified in the Notice Inviting Tender (NIT). The Tender Security shall be furnished in the form of an irrevocable and unconditional e-Bank Guarantee (e-BG) or an Insurance Surety Bond, in accordance with the provisions set out below.

i. e-Bank Guarantee (e-BG):

The e-Bank Guarantee shall be issued by an Indian Scheduled Bank or a Scheduled Foreign Bank (as defined in Section 2(e) of the *Reserve Bank of India Act, 1934*), excluding Co-operative Banks. In the case of a Foreign Bank having no branch in India, the e-BG shall be accompanied by a counter-guarantee from a Scheduled Bank in India.

The e-Bank Guarantee shall be payable in India in favour of Bangalore Metro Rail Corporation Limited (BMRCL) and shall conform to the prescribed format provided in Attachment–12 of the *Letter of Technical Bid*.

The e-BG shall remain valid for a period of sixty (60) days beyond the Tender Validity Period, including any extensions under ITT Sub-Clause 12.2. It must be issued prior to the Tender submission deadline and be fully accessible on the NeSL Portal at that time.

For issuance of the e-BG on the NeSL Portal, the following details shall be used:

- PAN of BMRCL (Beneficiary): AAACB4881D
- E-mail ID of Beneficiary: contracts@bmrc.co.in
- Tender Reference No.: (as mentioned in NIT)

ii. Insurance Surety Bond:

The Insurance Surety Bond shall be issued by an Insurance Company authorised by the Insurance Regulatory and Development Authority of India (IRDAI) and shall be payable in India in favour of Bangalore Metro Rail Corporation Limited (BMRCL).

It shall conform to the prescribed format provided in Attachment–12A of the *Letter of Technical Bid* and shall remain valid for a period of sixty (60) days beyond the Tender Validity Period, including any extensions under ITT Sub-Clause 12.2.

The Insurance Surety Bond shall be issued prior to the Tender submission deadline.

- 13.2 DELETED.

- 13.3 As part of the tender submission, the Tenderer shall upload a copy of the e-Bank Guarantee (e-BG) issued via the NeSL portal or a copy of the Insurance Surety Bond.

For the purpose of tender evaluation and all subsequent contractual proceedings, the authentic and legally binding version of the Tender Security shall be:

The version electronically received by BMRCL through direct intimation from the NeSL portal (in the case of an e-BG); or

The original physical Insurance Surety Bond received by BMRCL.

In the event of any discrepancy between the uploaded copy and the authoritative version, the following shall prevail:

For an e-BG, the version confirmed by the NeSL portal.

For an Insurance Surety Bond, the original physical document received by BMRCL.

13.4 The Employer shall summarily reject the Tender in any of the following cases:

(i) If the required Tender Security (EMD) is not effectively provided:

- For an e-Bank Guarantee (e-BG): If it is not accessible to BMRCL on the NeSL portal.
- For an Insurance Surety Bond: If the original physical document is not received by BMRCL within the due date & time stipulated in Notice Inviting Tender (NIT) (or as amended, if applicable).

(ii) If the e-BG or Insurance Surety Bond is issued after the tender submission deadline.

(iii) If the e-BG is issued by any bank other than an Indian Scheduled Bank or a Scheduled Foreign Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934, read with the Second Schedule thereto.

(iv) If the e-BG is issued by a Co-operative Bank.

(v) If the Insurance Surety Bond is issued by an insurance company not authorized by the Insurance Regulatory and Development Authority of India (IRDAI).

(vi) If the furnished amount of the Tender Security (EMD) is less than the amount specified in the Notice Inviting Tender (NIT).

(vii) If the validity period of the e-BG or Insurance Surety Bond is shorter than the Tender validity period required under Clause 12.0 of the Instructions to Tenderers (ITT).

13.4.1 If the validity of the Tender Security (e-Bank Guarantee / Insurance Surety Bond) submitted by the Tenderer meets the prescribed Tender Validity Period but does not conform to the required Tender Security Validity Period, the Employer shall notify the Tenderer in writing through the eProcurement Portal or by e-mail/post, directing submission of a compliant e-Bank Guarantee / Insurance Surety Bond within fifteen (15) working days from the date of such notification.

Failure of the Tenderer to furnish a compliant Tender Security within the stipulated period shall result in the Tender being rejected and declared non-responsive.

13.4.2 Where the Employer, in its sole discretion, extends the deadline for submission of Bids in accordance with ITT Clause 15.5, after commencement of Bid submission on the eProcurement Portal, any Bid already submitted shall remain valid, subject to compliance with the revised Tender Security Validity Period. In the event that the Tender Security (e-Bank Guarantee / Insurance Surety Bond) submitted with such Bid does not conform to the revised validity requirements, if necessary, the Employer shall notify the concerned Tenderer in writing, through the eProcurement Portal or by e-mail/post, and require submission of a compliant e-Bank Guarantee / Insurance Surety Bond within fifteen (15) working days from the date of issuance of such notice.

13.5 Tender Securities (EMD) of the non-responsive or unsuccessful bidders will be returned in accordance with sub-clause 22.1.7 or 25.3 of Instruction to Tenderers (ITT) respectively as the case may be.

13.6 The Tender Security (EMD) of the Successful Tenderer shall be returned upon the Tenderer executing the Contract Agreement after furnishing the required Performance guarantee as per the Contract.

13.7 **The Tender Security (EMD) shall be forfeited;**

- (a) if a Tenderer withdraws his tender during the period of tender validity;
- (b) if the tenderer does not accept the correction of his tendered price in terms of Clause

22.2.5 of Instructions to Tenderers (ITT);

- (c) if a tenderer misrepresents or omits the facts to influence the procurement process
- (d) in the case of a successful tenderer if he fails to;
 - (i) Furnish the necessary performance guarantee.
 - (ii) Enter into Contract within the time limit specified.
- (e) DELETED.

13.8 No interest will be payable by the Employer on the Tender Security amount.

14.0 FORMAT AND SIGNING OF TENDERS

14.1 The tender shall be submitted online using the class-II/III digital signature of the authorized signatory of the tenderer. The tender shall be signed by a person holding Power of Attorney duly authorized to sign as follows.

- (a) In the case of a Proprietary firm, the Power of Attorney shall be duly signed by the Proprietor.
- (b) In the case of a Partnership Firm, the Power of Attorney shall be duly signed by all the Partners OR the Partner/Partners holding the Power of Attorney. Copy of Partnership Deed shall also be submitted.
- (c) In the case of Private/Public Companies/ Limited Liability Partnership (LLP), a Power of Attorney from the Legal Representative of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution, Constitution of the Legal Entity, Articles of Incorporation, or other valid legal instruments shall also be submitted.

14.2 Documents submitted in Tender submission shall contain no alterations, omissions, or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed and dated by the person or persons signing the Tender before scanning and uploading/submitting.

14.3 All witnesses and sureties shall be persons of status and probity and their full name, occupation, and address shall be written below their signatures.

14.4 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of Firm, etc., which may have bearing on the Tender/Contract, shall be communicated forthwith in writing by the Tenderer to the General Manager (Contracts)/Engineer and the Employer.

14.5 General Power of Attorney (GPA) is also acceptable in place of Power of Attorney. GPA should contain the power of signing the Tender given by the Board of Directors. The said GPA should have come into force before the last date & time of submission of the Tender.

D. SUBMISSION OF TENDERS

15.0 Submission of Tenders

15.1 The tenderer shall submit his tender i.e. Technical Bid and Financial Bid respectively on the eProcurement Portal mentioned in NIT before the closing time on the scheduled last date as indicated in NIT or as mentioned in subsequent addendum/corrigendum. The Technical and Financial Bids shall be complete in line with clause 9.2 & clause 9.4 above.

15.2 All documents which are to be uploaded/ submitted as soft copies/ scanned documents shall be typed or written in indelible ink and all the pages shall be signed by the authorized signatory of the Tenderer before scanning and uploading. The employer is not responsible for any misplacement or non-uploading of any required documents to qualify in the bidding process.

15.3 The Tenderer shall include with his Tender an index that cross-refers all the Employer's tender requirements elaborated in these documents to all the individual sections within Technical Bid and Financial Bid, which the Tenderer intends to be the responses to every one of those requirements. The Tender submittals i.e. Technical Bid and Financial Bid must be presented, all pages numbered, and laid out in a logical sequence with main and subheadings to facilitate

evaluation.

- 15.4 The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc. The bidders should follow this time during bid submission.
- 15.5 The Employer may, at his discretion, extend the date for the submission of the Tender by amending the Tender Documents 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.
- 15.6 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 15.7 The Tenderer shall ensure that a receipt/acknowledgment is obtained for the submission of his tender at the eProcurement Portal.
- 15.8 The Tenderer shall note that, '**No Physical Tender will be accepted**'.

16.0 FAILURE TO SUBMIT TENDERS IN TIME:

Submission of Tenders shall be closed on the eProcurement Portal at the last date & time of submission prescribed in NIT or as mentioned in subsequent addendum/corrigendum after which no tender shall be accepted by the eProcurement portal.

BMRCL will not be responsible for any delay, internet connection failure, or any error in uploading the tender. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problems and last-minute rush.

17.0 MODIFICATION AND WITHDRAWAL OF TENDERS

- 17.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause any alteration, erasure, or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.
- 17.2 No modifications or withdrawal of tender shall be permitted after the deadline for submission of the Tender. Withdrawal of the Tender after the deadline for submission of Tenders but before the period of Tender Validity shall result in Employer's action as per Clause 13.7 of Instructions to Tenderers (ITT).
- 17.3 The Tender submitted online will be taken as the final bid.

E. TENDER OPENING AND EVALUATION

18.0 TENDER OPENING

- 18.1 The tenders shall be opened online **in the eProcurement Portal** by the Employer on the scheduled date and time of tender opening as mentioned in NIT or as per subsequent amendment if any at the office of the General Manager (Contracts) address mentioned in NIT. (If such scheduled date for opening of Bid is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed to be the date of opening of the Bids).
- 18.2 On opening the technical bid, the tender opening committee will first check the tender security (EMD) documents submitted by the bidder on the eProcurement Portal.
- 18.4 Tender submittals/ documents of all online bids accepted by the Employer on the eProcurement Portal shall be downloaded for further technical evaluation.
- 18.5 The Financial Bid(s) will be opened on the eProcurement portal on a subsequent date after the evaluation of technical bids. Financial Bids of only those tenderers whose submissions are found substantially responsive and technically compliant as per clause 22.1 of ITT will be opened. The time of opening of financial bids shall be informed through the eProcurement Portal. Bidders shall visit the eProcurement Portal regularly for updates.

19.0 PROCESS TO BE CONFIDENTIAL

- 19.1 Except for the public opening of Tender on the eProcurement Portal, 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.
- 19.2 Any effort by a Tenderer to influence the Employer in the process of examination, clarification, evaluation, and comparison of Tenders and decisions concerning the award of contract, may result in the rejection of the Tender.

20.0 CLARIFICATION OF TENDERS

- 20.1 Evaluation of Technical Bids submitted by Tenderers shall be undertaken based on details submitted in the Technical Bids only. Employer may at his discretion ask any Tenderer for clarification on his submittals through eProcurement portal. The Tenderer, in response to the clarification, is not permitted to submit additional document not pertaining to the clarification sought. The request for clarification and the response shall be in writing only through eProcurement Portal and no response leading to material change in the submittals will be taken into consideration. It is not mandatory for Employer to seek clarification. Employer reserves the right to evaluate the bids based on documents submitted by the bidders.
- 20.2 Notwithstanding the provision in Para 20.1 above, the Tenderer must take care that all required documents to establish their Eligibility & Qualification and other mandatory requirements must be submitted before the deadline for submission.
- 20.3 During the evaluation of financial bid, the Employer may ask Tenderers individually for clarification regarding their price bids, including the breakup of prices. The request for clarification and the response shall be in writing and no change in the price or substance of the Price bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the Employer during the evaluation of Tenders in accordance with Clause 22.2.5.
- 20.4 If a Bidder does not provide clarifications of his bid by the date and time set in the Employer's request for clarification, their bid shall be evaluated as per the available information in the submitted bid.

21.0 DETERMINATION OF RESPONSIVENESS

- 21.1 Tender shall be considered responsive if it conforms to all the terms, conditions, and specifications of the Tender documents without any material deviation or reservation which 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 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.
- 21.2 The Employer may waive any nonconformities in the Tender that do not constitute a material deviation, reservation, or omission. The Employer may request the Tenderer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. The request of the Employer for clarification and the response of the bidder shall be in writing through eProcurement portal. Failure of the Tenderer to comply with the request may result in the rejection of his Tender.
- 21.3 If a Tender is not substantially responsive to the requirements as stipulated in Tender documents, it will be rejected by the Employer, and subsequently will not be permitted to be made responsive by the Tenderer by correction or withdrawal of the non-conformity or infirmity. The Financial Bid of such Tenderer shall not be opened on the eProcurement Portal.
- 21.4 The decision of the Employer as to which of the Tenders are not substantially responsive shall be final.

22.0 EVALUATION OF TENDER**22.1 Evaluation of Technical bids**

- 22.1.1 The Employer will carry out the technical evaluation of Tender submittals/ documents of all online bids accepted by the Employer on the eProcurement Portal to determine that the Tenderer has a full comprehension of the work of the contract. Where a Tenderer's Technical submittal is found to contain any material deviation or reservation with the requirement of work, the tender may be rejected.
- 22.1.2 Evaluation of bids involves verification of payment of requisite Tender Fees.
- 22.1.3 The evaluation of the Technical Bid includes verification of the Tender Security to ensure it is adequate and fully compliant with Clause 13.0 of the Instructions to Tenderers (ITT).
- 22.1.4 Further Technical bids will be evaluated for Eligibility cum Qualification Criteria (EQC). If the Tenderer fails to meet the requirements of EQC, then evaluation of other technical parameters will not be done, and financial bids of those Tenderers will not be opened.
- 22.1.5 Tenderer's Financial bid will be opened only if Technical bid meet the requirements of EQC and is found to be substantially responsive to the requirements stipulated in the Tender document. The date and time of opening of financial bid shall be informed online on the eProcurement Portal to the Tenderers who are found to be substantially responsive.
- 22.1.6 The offers of Tenderers which have not been found to be substantially responsive to the requirements of the Tender document and which have been determined as being not qualified in the evaluation of technical bid, the financial bid(s) of such Tenderer(s) shall not be opened on eProcurement Portal.
- 22.1.7 Tender Securities (EMDs) of nonresponsive bidders (whose financial bids are not opened) shall be returned after finalization of technical evaluation and updating the same on eProcurement Portal.

22.2 Evaluation of Financial bid

- 22.2.1 The Financial Bids of all Technically qualified and substantially responsive Tenderers shall be opened online on the eProcurement Portal by the Employer on the due date and time of opening notified under Clause 22.1.5 of ITT. The Financial bids of all such Tenderers shall be downloaded by the Employer from the eProcurement Portal for office records and further financial evaluation.
- 22.2.2 Offers, deviations, and other factors that are more than the requirements of the Tender documents or will otherwise result in the accrual of unsolicited benefits to the Employer shall not be considered in the Tender evaluation.
- 22.2.3 Evaluation of the Financial bid will be based on the Price bid summary of BOQ in the Pricing Document, i.e. the single percentage rate quoted (at par/ Excess / Less) on total estimated cost applicable uniformly to all the schedules/items of the BOQ and the calculated total amount. Any alteration in Price Bid will not be given any cognizance. The amount quoted by Tenderers must be found to be reasonable and acceptable.
- 22.2.4 The evaluation of Financial Bids by the employer will take into account, in addition to the Tender amounts, the following factors.
- (a) Arithmetical errors corrected by the Employer as per Clause 22.2.5 of Instructions to Tenderers (ITT).
 - (b) Such other factors of an administrative nature as the Employer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 22.2.5 Correction of Errors
- a) Bidders are required to select option 'At Par/ Excess / Less' and quote single Percentage rate in figures on total estimated cost, uniformly applicable to all the schedules/items of BOQ.

- b) In case the bidder selects the percentage option of 'At Par' and also quotes Percentage rate in figures, the selected Percentage option 'At Par' will only govern and percentage in figures will be ignored for evaluation of the bids.
 - c) In case of discrepancy as per 22.2.5(b), the tenderer shall be bound to accept the evaluation based on 'At Par' rate. In case the tenderer does not accept, his bid will be rejected.
- 22.2.6 The effect of the price adjustment provisions stipulated in the General Conditions of Contract (GCC), applicable during the execution period of the Contract, shall not be taken into account for the purpose of bid evaluation.
- 22.2.7 Conditional quotes for any or all schedules of Price Bid may lead to rejection of Tender.
- 22.2.8 In case of more than one L1 bidder, the tender may be awarded to a tenderer having a higher Bid Capacity. In case the Bid capacity is also the same, the tenderer having done higher value of similar work in the last three previous financial years and the current financial year up to last day of the month previous to the month of invitation of this tender, may be selected for the award.
- 22.3 If the lowest evaluated Bid Price (Tender Price) is seriously unbalanced, front-loaded, or abnormally low in the opinion of the Employer, the Employer may require the Tenderer to produce a detailed price analysis for any or all schedules of the Price Bid-BoQ to demonstrate the internal consistency of those prices with the work execution methods proposed. If after evaluating the price analyses, the Employer determines that the tenderer has substantially failed to demonstrate its capability to deliver the contract at the offered price, the employer may reject the Tender/bid.

In case of abnormally low bids, the Employer may require "Additional 'Performance Security' over and above the 'Performance Security' outlined in Clause 27.1 of ITT and may be obtained at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the contract. If such an additional Performance Security is required by the Employer, the successful Tenderer shall furnish the same failing which his Tender shall be liable to be rejected.

"Additional Performance Security" is calculated as follows:

- (i) If the Bid Price offered by the Bidder is lower by more than 10% but up to 20% of the estimated cost, then the additional Performance Security shall be calculated @ 10% of the difference in the (a) Estimated cost (as mentioned in NIT) – 10% of the estimated cost and (b) the Bid Price offered by the Bidder.
- (ii) If the Bid Price offered by the Bidder is lower by more than 20% of the estimated cost, then the additional Performance Security shall be calculated @ 15% of the difference in the (a) Estimated cost (as mentioned in NIT) – 10% of the estimated cost and (b) the bid price offered by the Bidder.

F. AWARD OF CONTRACT

23.0 AWARD CRITERIA

- 23.1 Subject to the provisions of Clause 24.0 of the Instructions to Tenderers (ITT), the Employer shall award the Contract to the Tenderer whose bid has been determined to be substantially responsive and to constitute the Lowest Evaluated Bid (L1), in accordance with ITT Sub-Clause 22.0.

24.0 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

Notwithstanding the provision in Clause 23.0, the Employer reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders, at any time before the award of contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligations to inform the affected Tenderer or Tenderers of the grounds for Employer's action.

25.0 NOTIFICATION OF AWARD

- 25.1 Before the tender validity period expires, the Employer will notify the successful Tenderer of

their accepted tender. This formal notification, referred to in the Contract as the 'Letter of Acceptance,' will state the 'Contract Price'—the total sum to be paid to the Tenderer for the execution, completion, maintenance, and guarantee of the works as prescribed by the Contract. The Letter of Acceptance will be sent in duplicate to the successful Tenderer, who must return one duly signed and acknowledged copy to the Employer within one week of receipt. A copy will also be uploaded to the eProcurement portal.

25.2 Until a formal contract is prepared and executed, the issuance of a 'Letter of Acceptance' shall constitute a binding Contract.

25.3 Tender Securities (EMD) of the unsuccessful bidders (whose financial bids are opened) will be returned to them immediately after issuance of a 'Letter of Acceptance' to the successful bidder.

26.0 SIGNING OF CONTRACT AGREEMENT

26.1 The Employer shall prepare the Contract Agreement in the format as prescribed in Contract Forms (Form-1), with such modifications as may be necessary for duly incorporating all the terms of the agreement between the two parties. The successful Tenderer will be required to execute the Contract Agreement within the period stated in Contract Data of General Conditions of Contract (GCC). One copy of the Contract Agreement duly signed by the Employer and the Tenderer through their authorized signatories will be supplied by the Employer to the Tenderer.

27.0 PERFORMANCE SECURITY

27.1 The successful Tenderer shall furnish to the Employer a Performance Security and Additional Performance Security (if applicable) under Sub-clause 4.2.1 of the General Conditions of Contract within the period as stated in the Contract Data of General Conditions of Contract.

27.2 The successful tenderer shall furnish either (i) an e-Bank Guarantee or (ii) an Insurance Surety Bond towards the Performance Security, in the prescribed format provided under the Contract Forms (Form-2/2A).

For issuance of e-Bank Guarantees, duly incorporate the beneficiary details specified under Clause 13.0 of the Instructions to Tenderers (ITT).

28.0 ANNULMENT OF THE AWARD

Failure of the successful Tenderer to comply with the requirements of Instructions to Tenderers (ITT) Clauses 25.0, 26.0 and 27.0 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security.

29.0 COMPLETION PERIOD

Time for Completion is given in the Contract Data of General Conditions of Contract.

30.0 APPEAL

30.1 Under section 16 of the KTPP Act, any aggrieved Bidder may appeal, within the specified period, to the Appellate Authority – Addl. Chief Secretary, UDD, Government of Karnataka.

30.2 Any suit or application, arising out of any dispute or differences on account of this Tender after the first step of Bidder's appeal to the Appellate Authority is exhausted shall be filed in a competent court of Law at Bangalore, Karnataka only and no other court or any other district of the country shall have any Jurisdiction in the matter.

31.0 CONTACT PERSON IN THE BMRCL OFFICE

The contact person in BMRCL office regarding this Tender will be **General Manager (Contracts)**, Bangalore Metro Rail Corporation Limited, Annex-1, Project & Planning, 4th Floor, BMTC Complex, KH Road, Shantinagar, Bangalore-560027, Karnataka, India, Telephone No. 080-22969300 and Fax No: 080-22969222, **Email: contracts@bmrc.co.in**.

SECTION-C: ELIGIBILITY CUM QUALIFICATION CRITERIA (EQC)

Sl.No.	Description	Section Page No.
1.0	General Information and Qualification Requirement	2
2.0	Eligible Tenderers	2
3.0	Qualification Criteria	7

1.0 GENERAL INFORMATION AND QUALIFICATION REQUIREMENT

- 1.1. The Tenderers should demonstrate their capabilities by providing data based on their experience, past performance, their personnel, equipment and financial resources. Client certificates are mandatory for the work done.
- 1.2. Information supplied by the Tenderer must apply to the Tenderer named in the application and not, unless specifically requested, to other associated companies or firms.
- 1.3. Tenderers will 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.
- 1.4. Tenders will be evaluated as per the Eligibility cum Qualification criteria & other requirements stipulated in the Tender document. The Tender is liable to be rejected, if the credentials and information required are not submitted in entirety as per the Tender document.
- 1.5. Tenderers will be deemed to have understood and agreed that no explanation or justification on any aspect of the Qualification process will be given and that BMRCL qualification decisions are without any right of appeal whatsoever. Tenderers are advised that neither BMRCL nor its successors, assignees/Consultants will respond to enquiries or enter into communications concerning or relating to the selection process.

2.0 ELIGIBLE TENDERERS

- 2.1. Tenderer may be a Proprietorship Firm/ Partnership Firm/Private Limited Company/ Public Limited Company. Tenderer shall apply as a **Single Entity. Joint Venture/Consortium is not permitted in this tender.**
- 2.2. Only those Tenderers who satisfy the condition of '**Class-I Local Supplier**' as per Clause 2.3 of EQC shall be eligible to participate in this Tender.
- 2.3. '**Class-I Local Supplier**' means a supplier or service provider whose goods, services or works offered for procurement, meets the **minimum Local content of 90%.**
- 2.4. '**Local content**' means the amount of value added in India which shall, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as proportion of the total value, in percent.
- 2.5. The minimum Local Content for this service shall be certified as below;
 - (a) The '**Class-I Local Supplier**' at the time of Bid submission shall provide a certificate that the item offered meets the minimum 'Local Content' and shall give details of the location(s) at which the local value addition is made. (Attachment-2 to Letter of Technical Bid).
 - (b) The successful Bidder after the completion of whole of the works shall submit a 'Local content certificate' from the statutory auditor or cost auditor of the company (In case of companies) or from a practicing cost account or a practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of 'Local Content'. (Contract form-7)
- 2.6. Bidder claiming as '**Class-I Local Supplier is exempted from meeting the stipulated 'Local content'**' in case, if the product is being manufactured in India under a license from a foreign manufacturer, who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content, subject to

submission of necessary documents.

- 2.7. Bidder shall note that in case of 'Imported Products', the related services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc., shall not be claimed as Local value addition. Such services will not be considered as 'Local Content'.
- 2.8. A committee with Internal and external experts for Independent verification of self-Declarations by the Bidder may be constituted by BMRCL on random basis and in case of complaints.
- 2.9. In case of false declarations by a Bidder claiming as Class-I Local Supplier, the following actions will be taken;
 - (a) The proposal submitted by the Bidder will be rejected.
 - (b) The Bidder will be debarred for up to Two years.
- 2.10. Any Bidder from a country which shares a land border with India will be eligible to bid in this Bid only if the Bidder is registered with the Competent Authority. *Further, any bidder (including from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which share a land border with India, shall also require to be registered with the same competent authority* constituted by Department for Promotion of Industry and Internal Trade (DPIIT), Government of India or the Competent Authority constituted by Government of Karnataka.
 - i. "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - ii. "Bidder from a country which shares a land border with India" means:
 - (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or
 - (g) A consortium or Joint venture where any member of the consortium or joint venture falls under any of the above.
 - iii. The beneficial owner for the purpose of (ii) above will be as under:
 - (a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (f) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- i. Successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "Contractor from a country which shares a land border with India" shall be as in para (ii) above.
 - ii. The registration shall be valid at the time of submission of bids and at the time of acceptance of bid.
 - iii. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be relevant consideration during contract execution.
- 2.11. Bidder is required to submit undertaking for compliance of the above Clause 2.10 (Attachment-3, Attachment-3A & Attachment-3B to Letter of Technical Bid).
- 2.12. The above Clause 2.10 will not apply to Bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.
- 2.13. Tenderers shall not have a conflict of interest that affects the Bidding Process. Any Tenderer found to have a Conflict of Interest shall be disqualified. A Tenderer will be deemed to have Conflict of interest with one or more parties in this Tendering process, if:
- (a) A tenderer submits more than one bid either individually or as a member of a JV for a work will result in disqualification of all its bids for that work.
 - (b) The Tenderer has been engaged by the Employer to provide consulting services for the

preparation related to procurement for or implementation of this work.

- (c) Any association/affiliation (inclusive of parent firms) of the Bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of this work.
- (d) The Tenderer lends, or temporarily seconds its personnel to Firms or organizations which are engaged in Consulting services for the preparation related to procurement for or implementation of this work.

- 2.14. The Bidder (single entity or Joint Venture) shall be disqualified from participating in the bidding process if the Bidder (single entity or any member of Joint Venture) has a history of collapse or failure of the superstructure or substructure of any span of a bridge, flyover, tunnel, or viaduct during service in last five years ending on the last day of the month preceding the month in which the Tender is invited.

The disqualification shall apply solely to projects executed for the Central Government, State Government, or any Public Sector Undertaking (PSU)/Special Purpose Vehicle (SPV) thereof, and only where the Bidder/Contractor (or any Joint Venture partner) has been formally held responsible for the collapse or failure by:

- the Employer; or
 - any Judicial Authority; or
 - any Statutory or Administrative Authority; or
 - any Expert or Committee duly authorized for the purpose.
- a) For the sake of clarity, it is hereby clarified that the term "Collapse or failure" shall apply to any superstructure or substructure of a bridge, flyover, tunnel, or viaduct executed by the Bidder (either individually or as a member of a Joint Venture or Consortium or Special Purpose Vehicle), and shall also extend to any such structures executed by entities directly related to the Bidder, including its subsidiaries.
 - b) For the sake of clarity, the following shall not be considered as "Collapse or failure" in the context of this Clause: (i) minor deficiencies such as cracks, surface defects etc that could be repaired; (ii) structures that were replaced on account of deficiencies in accordance with the contract conditions; and (iii) evacuations or demolitions of buildings/structures carried out as precautionary safety measures.

An undertaking to this effect as per Attachment-1A to Letter of Technical Bid shall be submitted along with the bid, confirming that there is no history of Collapse or failure as defined in this Clause.

- 2.15. As on date of submission of Bid, the Bidder (each member, in case of JV) should not be excluded as per the GROUNDS FOR EXCLUSION. The Bidder should submit an undertaking to this effect.
- (i) GROUNDS FOR EXCLUSION will constitute the following, if the Bidders (in case of JV applicable to all member(s));
 - (a) are bankrupt, being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from any similar procedure; or
- is under insolvency proceedings at the time of bid submission and until the contract is awarded or adjudged insolvent by the National Company Law Tribunal (NCLT), with

- any resolution proceedings pending before the NCLT;
- (b) have been convicted within the past five years by a court decision, which has the force of residential jurisdiction in the country where the project is implemented, of fraud or corruption or any other offence committed during the procurement or performance of a contract, unless they provide supporting information together with their Statement of Integrity which shows that this conviction is not relevant in the context of this project;
 - (c) have committed serious professional misconduct within the past five years during the Procurement or performance of a contract, as evidenced by any means by the Employer;
 - (d) have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of the country where they are established or the Employer 's country;
 - (e) have indulged in 'Corrupt Practice'; "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (f) have indulged in 'Fraudulent Practice'; "fraudulent practice" means a misrepresentation of facts in order to influence an evaluation process or the execution of a contract, and includes misleading or false representation in forms or statements or attachment submitted and collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competitions;
 - (g) have been considered ineligible due to execution of Bid–Securing Declaration by any Central Govt./State Govt./PSUs;
 - (h) have been Black listed/debarred /banned business by any Central Govt./State Govt./PSUs or Local Authority or World Bank or ADB or JICA or any other International Financing Institution, or any entity controlled by them;
 - (i) have left/abandoned the awarded works on his own in the last 05 years;
 - (j) "have been rescinded / terminated by any Central Govt. or State Govt. or PSUs or Government entity after award, during last 5 years";
 - (k) have been either penalized with liquidated damages of 5% (or more) of the contract value due to delay or imposed with penalty of 5% (or more) of the contract value due to any other reason in any Contract awarded by BMRCL/ any other Metro Organization (100% owned by Govt.), during last three years (from the day of bid submission);
- (ii) Bidders may also note that in case the Bidder is excluded as per Ground for Exclusion mentioned above, after the due date of submission of Bid but before award of the contract by BMRCL, they shall inform the same to BMRCL in writing within 5 working days, failing which it will be considered that the Bidder has willfully concealed the information and the Bidder shall be solely responsible for all implications that may arise in accordance with the conditions of this Bid.
- (iii) Any such exclusion will result in disqualification of the Bidder and the financial proposal of such Bidder shall not be opened in case the technical evaluation is still in progress. In case the Financial Proposals have already been opened, and the work not yet awarded, the Financial Proposal will not be further considered for evaluation.

3.0 QUALIFICATION CRITERIA

Pursuant to clause 2.0, tenderers shall meet the qualification criteria stipulated in the succeeding paragraphs in order to qualify.

3.1 WORK EXPERIENCE & FINANCIAL STANDING:

3.1. A. WORK EXPERIENCE

Sl. No	Criteria Requirement	Document Submission Requirement
3.1.A.(i)	Tenderer as a Prime Contractor (Single entity or Joint Venture member), during last 07(seven) years ending as on last day of the month previous to the month of invitation of this tender, should have completed/ **substantially completed One work of *Similar nature, where the value of the work is equal to or exceed ₹ 50.01 Crores ***	Attachment-5 & Attachment-6 to Letter of Technical Bid
OR		
3.1.A. (ii)	Tenderer as a Prime Contractor (Single entity or Joint Venture member), during last 07(seven) years ending as on last day of the month previous to the month of invitation of this tender, should have completed/ **substantially completed Two works of *Similar nature, where the value of each work is equal to or exceed ₹ 31.26 Crores ***	Attachment-5 & Attachment-6 to Letter of Technical Bid
OR		
3.1.A. (iii)	Tenderer as a Prime Contractor (Single entity or Joint Venture member), during last 07(seven) years ending as on last day of the month previous to the month of invitation of this tender, should have completed/ **substantially completed Three works of *Similar nature, where the value of each work is equal to or exceed ₹ 25.00 Crores ***	Attachment-5 & Attachment-6 to Letter of Technical Bid

Notes:

- 1) * Similar nature work for this contract shall be “Construction of Viaduct portions of Metro projects/Rail/ Road flyover/Bridges/aqueducts made of Pre-stressed girders”.
- 2) ** Similar nature work(s) where Financial value of physically executed work is 80% or more of the original awarded contract value or

revised contract value (if any), duly certified by the client, will be treated as substantially completed Similar nature work(s) and will be considered for qualification of work experience criteria. In case original contract value has been revised, the revised contract value shall be considered for this purpose.

- 3) The Tenderer shall furnish the Client's Completion Certificate in support of the Work Experience criteria as specified under Clause 3.1A. The certificate shall clearly indicate the Nature and Scope of Similar Nature Work, Awarded Contract Value (excluding GST), Actual Completion Value (excluding GST), and the Actual Date of Completion. Where applicable, the certificate shall also specify the Revised Contract Value (excluding GST), along with details of any variation orders and extensions of time granted.
- 4) In cases where the Client's Completion Certificate indicates values inclusive of GST and/or other applicable taxes, the Tenderer shall submit the actual completion cost after deducting the applicable GST duly certified by Chartered Accountant. For portions of Similar Nature Works executed in the pre-GST period, the Tenderer shall make a deduction towards taxes at the rate of 12% to arrive at the completion cost exclusive of taxes.
- 5) If a Tenderer has completed /substantially completed the Similar Nature Work(s) as a member of a Joint Venture (JV), the value of 'Similar Nature Work(s)' will be recognized only in proportion to the Tenderer's stipulated financial share in that JV. A copy of the JV Agreement must be submitted with the bid.
- 6) For the purpose of evaluation, value of works in foreign currencies shall be converted to equivalent INR as per the following procedure:
Value of completed/ substantially completed Similar Nature Work(s) in foreign currency shall be converted to Equivalent INR by adopting Exchange rate between the foreign currency and INR as prevailing on the date of completion / date given in the substantial completion certificate as applicable, as per the website of Reserve Bank of India (RBI).
- 7) ***The value of Completed Similar Nature Work(s) executed during the previous financial years shall be updated at a rate of 5% per year, compounded annually, for the Indian Rupees portion (including foreign currencies, converted to Equivalent INR), to bring them to the price level of the financial year of this Tender Invitation.

The value of ongoing work(s) that are substantially completed shall not be updated to the price level of the financial year of this Tender Invitation.
- 8) In case the Similar Nature Work(s) are executed for client other than Government Department, PSU, or other Government Body, Contract Agreement, Bill wise details of payment received and Proof of TDS (Form 26AS) deducted by clients for all payments received shall be submitted duly certified by Chartered Accountant.
- 9) Work experience certificates of the tenderers with qualification as a sub-contractor will not be considered.

3.1. B. FINANCIAL STANDING: The Tenderer should meet the following financial qualification criteria:

Sl. No	Criteria Requirement	Document Submission requirement
3.1.B (i)	<p>Liquidity: The Tenderer shall demonstrate adequate liquidity to meet the working capital requirements for execution of this Contract. The minimum liquidity shall not be less than ₹ 10.42 Crores.</p> <p>This requirement shall be met by any of the following:</p> <p>a) Banker's Certificate: A certificate from a Scheduled Commercial Bank, issued before the bid submission deadline. The certificate must explicitly confirm that the Tenderer has unencumbered liquid resources (including cash balances, bank balances, overdrafts, or credit facilities) of at least ₹ 10.42 Crores readily available for this project ; or</p> <p>b) Chartered Accountant's Certificate: The Tenderer shall submit a certificate from a practicing Chartered Accountant, based on the audited financial statements for the financial year ending 31st March 2026. The certificate shall clearly indicate the calculation of the "Net Available Working Capital," derived by starting with the working capital as per the audited balance sheet and deducting all commitments and liabilities attributable to other ongoing projects or contracts. The resulting Net Available Working Capital must be equal to or greater than ₹ 10.42 Crores ; or</p> <p>c) Banker's Certificate and Chartered Accountant's Certificate: In the event the Net Available Working Capital is positive but less than the stipulated ₹ 10.42 Crores the Tenderer must cover the shortfall by submitting a valid Banker's Certificate as specified in para (a) above, confirming the availability of unencumbered liquid funds for this project equal to the shortfall amount.</p> <p>In case the Net Available Working Capital is negative or the financial statements of the financial year 2025-26 is not audited, Tenderer must submit a valid Banker's Certificate as per para (a) above to meet the stipulated minimum liquidity requirement of not less than ₹ 10.42 Crores.</p>	Attachment-7, Attachment-13 & Attachment-13A to Letter of Technical Bid

Sl. No	Criteria Requirement	Document Submission requirement
3.1.B (ii)	Net Worth: “Net Worth” shall mean the aggregate value of the Paid-up Share Capital and all Reserves created out of profits and Securities Premium Account, after deducting the aggregate value of Accumulated Losses, Deferred Expenditure, and Miscellaneous Expenditure not written off, as per the Audited Balance Sheet. The Net Worth shall be positive for the Financial Year 2025–2026.	Attachment-8 to Letter of Technical Bid
3.1.B (iii)	Annual Turnover: Tenderer in his name should have in the last five financial years (2021-2022 to 2025-2026) achieved in at least any two financial years a minimum annual financial turnover from Construction works ≥ ₹ 62.51 Crores ****	Attachment-8 & Attachment -8A to Letter of Technical Bid

Notes:

- 1) Annual financial statements (Audited Balance sheets including all related notes and income statements) for last five financial years (2021-2022 to 2025-2026) shall be submitted by the Tenderer. The financial information of the Tenderer must be certified either by the Independent Financial Auditor (statutory Auditor) of the company appointed under the companies' Act or by a Chartered Accountant with his stamp and signature with membership number and firm registration number.
- 2) In case any discrepancy in data is found between the Audited Balance sheet and the financial information submitted, the data as available in the Audited Balance sheet will be considered.
- 3) In case Audited Balance sheet of the last financial year ending with 2025-2026 is not made available by the Tenderer, he has to submit an affidavit certifying that 'The Balance Sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited Balance sheet of any year other than the last financial year ending with 2025-2026 is not submitted even when requested for as a clarification under clause 20 of ITT, then the Tender will be considered as non-responsive.
- 4) All documents shall reflect the stand-alone financial status of the Tenderer and not the Tenderer's parent companies, subsidiaries, or affiliates.
- 5) For the purpose of evaluation, amounts in foreign currencies shall be converted to equivalent INR as per the following procedure:
In cases where the financial data is denominated in a currency other than Indian Rupees, it shall be converted into the equivalent value

in Indian Rupees by adopting the exchange rate between the foreign currency and INR prevailing on the last day of the respective financial year, as published on the Reserve Bank of India (RBI) website, for the purpose of bid evaluation.

- 6) To align a January–December financial year with the standard April–March fiscal year, use the following conversion:
A calendar year (e.g., January–December 2023) corresponds to the subsequent fiscal year (e.g., FY 2023–24, covering April 2023 to March 2024). Apply this rule consistently to all such conversions.
- 7) ****Financial turnover in INR/converted equivalent INR of previous financial years shall be given a weightage of 5% per year (compounded annually) to bring them to the price level of the Financial Year of this Tender Invitation.
- 8) The information related to Monthly Financial Resources Requirement and the Liquidity Calculation, as provided in Attachment-7 & Attachment-13A to the Letter of Technical Bid respectively, must be duly certified either by the Independent Financial Auditor (Statutory Auditor) of the company appointed under the Companies Act, or by a Chartered Accountant. The certification shall bear the stamp and signature of the certifying authority, along with their Membership Number and Firm Registration Number.
- 9) All the documents or certifications, which are provided by Chartered Accountant after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.

3.2 BID CAPACITY:

Requirement	Document Submission Requirement
<p>Available Bid capacity should be $\geq ₹ 62.51$ Crores</p> <p>Formula:</p> <p>Available Bid Capacity = $(1.5 \times A \times N) - B$</p> <p>Where:</p> <p>A = Maximum value of total construction works executed (annual turnover from construction works) in any one year during the last five financial years (2021-2022 to 2025-2026). The turnover of previous years shall be updated by 5% per year (compounded annually) to bring them to the price level of the Financial Year of this Tender Invitation.</p>	<p>Attachment-7, Attachment-8 & Attachment-8A to Letter of Technical Bid</p>

Requirement	Document Submission Requirement
<p>N = Number of years prescribed for completion of this tendered work as mentioned in NIT.</p> <p>B = Total value (updated to the price level of the Financial Year of this Tender Invitation) of existing commitments for ongoing construction works during the completion period mentioned in NIT, from the last day of the month previous to the month of invitation of this tender.</p>	

Note:

- 1) Works in Hand information provided in 'Attachment-7 to Letter of Technical Bid' must be certified either by the Independent Financial Auditor (Statutory Auditor) of the company appointed under the companies' Act or by a Chartered Accountant with his stamp and signature with Membership Number and Firm's Registration Number.
- 2) All the documents or certifications, which are provided by Chartered Accountant after 1st July 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website, which can be verified online on <https://udin.icai.org/search-udin>.

3.3 KEY PERSONNEL:

The tenderers must deploy the key personnel for the work as indicated in Attachment-9 to letter of technical bid. The tenderer is required to submit CVs along with their tender in respect of the Key Personnel as described below:

- (i) **Project Manager (01 No.):** The Project Manager should be BE/B.Tech in Civil Engineering with 15 years of total experience (post qualification) out of which 3 years as Project Manager or equivalent in the execution of Similar Nature Works. The CV of the proposed Project Manager shall be submitted as per Attachment-9A to Letter of Technical Bid. Project Manager proposed should be an employee of the Tenderer for at least last 06 months.
- (ii) **Deputy Project Manager (01 Nos.):** The Deputy Project Manager should be BE/B.Tech in Civil Engineering with 10 years of total experience (post qualification) out of which 3 years as Deputy Project Manager or equivalent in the execution of Similar Nature Works. The CV of the proposed Deputy Project Manager shall be submitted as per Attachment-9A to Letter of Technical Bid. Deputy Project Manager proposed should be an employee of the Tenderer for at least last 06 months.
- (iii) **Launching/Erection Expert (01 No):** Launching /Erection expert should be BE/B.Tech in Civil/Mechanical Engineering with 8 years of total experience (post qualification) out of which 3 years as Launching Expert in Similar Nature of works in the respective field i.e,

Launching of Segments/Girders. The CV of the Launching /Erection Expert shall be submitted as per Attachment-9A to Letter of Technical Bid. Launching /Erection expert proposed should be an employee of the Tenderer for at least last 06 months.

- (iv) **Chief Safety and Health Manager (01 No.):** Chief Safety and Health Manager should be Graduate in Engineering / MSc in Safety from a recognized university with 8 years of total experience (post qualification) and 5 years as Chief Safety and Health Manager or equivalent in Similar Nature Works. The CV of the proposed Chief Safety and Health Manager shall be submitted as per Attachment-9A to Letter of Technical Bid. Chief Safety and Health Manager proposed should be an employee of the Tenderer for at least last 06 months.

Note:

- 1) The above mentioned key positions (personnel) shall be minimum required for successful completion of the work and shall be deployed at site in advance as per requirement and as directed by the Engineer.
- 2) The Tenderer shall submit the CVs of the key Personnel mentioned above along with the technical proposal. Tenderer may propose any number of names of personnel for each key position. Any of the proposed personnel as approved by the Employer for each key position have to be mandatorily deployed in case of award of work.
- 3) The performance of Key personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the Key personnel is not satisfactory, the Contractor shall replace them with better or equivalent personnel immediately as per directions of the Engineer.
- 4) Non-deployment of the Key Personnel leads to imposition of Penalty of Rs. 2,00,000 /- Per Key personnel per month.
- 5) The proposed Key Personnel are not to be changed till the completion of the work. Under emergent circumstances, in case they are required to be changed, the new incumbent should have similar or better experience and qualification than as required above. These changes are permitted only with the approval of the Employer. Change in key Personnel for one time without penalty is permitted. However, for subsequent changes there will be Penalty at Rs. 1,00,000 /- Per Key Personnel.
- 6) The penalties imposed are non-refundable.

3.4 PLANT & MACHINERY:

Tenderers should deploy a minimum plant and machinery as mentioned in Attachment-10 to Letter of Technical Bid either owned or to be

made available on hire or lease for this work. In this connection the tenderer must give an undertaking (Attachment-1 to Letter of Technical Bid) that if he is awarded the contract, he will deploy Plant and Machinery consistent with the requirement stipulated in the Attachment-10 to Letter of Technical Bid.

Note:

The plant and machinery as mentioned in Attachment-10 to Letter of Technical Bid is minimum to be deployed at appropriate stage of the work. However, depending on the requirement to complete the work in the stipulated completion period, the contractor should deploy additional machinery as circumstances warrant at no extra cost.

SECTION-D: LETTER OF TECHNICAL BID (Including Attachments)

Sl. No.	Requirement (To be submitted by each tenderer)	Section Page No
1	Letter of Technical Bid	2
2	Proforma Letter of Declaration and Undertaking (Attachment -1)	3-4
3	Proforma Letter of Declaration and Undertaking for No History of Collapse or Failure (Attachment -1A)	5
4	Performa letter of Declaration for 'Class-I Local Supplier' (Attachment -2)	6
5	Proforma letter of Declaration regarding Eligibility in respect of clause 2.10 of EQC (Attachment -3)	7
6	Undertaking regarding Eligibility in respect of clause 2.10 of EQC in case of Sub-Contracting (Attachment -3A)	8
7	Undertaking regarding eligibility in respect of clause 2.10 of EQC. in case of Transfer of Technology (ToT) (Attachment -3B)	9
8	Tenderer's Information (Attachment -4)	10
9	Tender Fee Payment Details (Attachment-4A)	11
10	Works of Similar Nature (Attachment -5)	12
11	Summary of Information provided in Attachment - 5 (Attachment -6)	13
12	Works In Hand and Monthly Financial Resources Requirement for the Current Contracts (Attachment -7)	14-15
13	Financial Information (Attachment -8)	16
14	Updated Annual Turnover (Attachment -8A)	17
15	Minimum Qualification and Experience Required for Key personnel to be deployed for the work (Attachment -9)	18
16	Format of curriculum vitae (CV) for proposed Key personnel (Attachment -9A)	19
17	Minimum Plants & Equipments for the Work (Attachment -10)	21
18	Format for Power of Attorney for Bidding (Attachment -11)	22
19	Form of e-Bank Guarantee for Tender Security (EMD) (Attachment -12) or Surety Bond for Bid Security (Attachment-12A)	23-24 or 25-26
20	Form of Bankers Certificate for Liquidity (Attachment -13) and/or Liquidity Calculation (Attachment-13A)	27 or 28
21	Tenderer's Brief of Technical Details (Attachment -14)	29
22	Format for Memorandum of Understanding (MoU) for Joint Venture Participation (Attachment -15)- DELETED	30
23	Statement of Integrity, Eligibility and Social and Environmental Responsibility (Attachment -16)	31-33
24	Check List for Submission of Important Information (Not Exhaustive)	34

LETTER OF TECHNICAL BID

(To be submitted on Tenderer's Letterhead)

Ref:

Dated.....

The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shanthinagar, Bangalore-560027.

Dear Sir,

Application for (Name of Work) -----**Tender No:** -----

We, M/s ----- hereby apply as a Tenderer for the above said work. In support of the application, we submit herewith untampered documents as required. We are aware that we will be considered only if we are found to fulfil the eligibility criteria as given in Tender document.

We do hereby solemnly affirm and state the following:

1. We understand that in the event of any information furnished by us being found later to be incorrect or any material information having been suppressed, the following action can be taken in addition to the provisions of Clause 4.33 of GCC.
 - I. Our name may be removed from the panel of qualified agencies.
 - II. Any tender submitted by us based on qualification may not be considered.
 - III. If any tender from us is accepted and a contract awarded to us based on our qualification, the tender acceptance may be withdrawn and the contract awarded to us may be cancelled without any financial claim request from our side.
2. 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. 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.
3. Our Tender shall be valid for a period as described in clause 12 of Instructions to Tenderers (ITT) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.
5. A Power of Attorney to sign and submit this letter is attached.
6. We acknowledge that the Attachments to '**LETTER OF TECHNICAL BID**' are integral part of the Tender.

Yours faithfully,

(Signature)

Name of signatory:

Capacity of signatory:Name and address of Tenderer

ATTACHMENT-1**PROFORMA LETTER OF DECLARATION AND UNDERTAKING**

(To be submitted on Tenderer's Letterhead)

Ref:

Dated.....

The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shanthinagar, Bangalore-560027.

Dear Sir,

Declaration and undertaking for "(name of work) -----"**Tender No:** -----

We M/s ----- for the purpose of the Tender for the above said work, do hereby solemnly affirm and state the following as Declaration and Undertaking:

1. Having inspected the site, examined the Tender document including Employer's requirements, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Tender Drawings, Pricing Document, Reference Manuals - Safety, Health & Environment (SHE), Eligibility Cum Qualification Criteria, Instructions to Tenderer and Addenda/Corrigendum etc., thereto (if any) for the constructions of above mentioned works, and prepared the tender entirely in accordance with all the requirements of the tender document and agree entirely with them.
2. We hereby confirm that we have visited the sites of work and have become conversant with the local conditions of working.
3. For your evaluation, study, review and decision making, we are ready to let you inspect our business premises / site, etc.
4. We authorize BMRCL or any of their authorized representative to approach, enquire, verify and check the matter furnished in our submission with the concerned client / owner of the Project / Contract and the concerned Banker of reference provided by us.
5. We undertake to hold in confidence all documents and information whether Technical or commercial supplied to us at any time by or on behalf of BMRCL in connection with this Tender without your written authority or as otherwise required by law not to publish or otherwise disclose the same.
6. If our Tender is accepted, we undertake and commit to deploy Key Personnel fulfilling the Qualification and Experience requirement as stipulated in Employer's Requirements / Tender document.
7. If our Tender is accepted, we undertake and commit to deploy Other Personnel and Plant & Machinery consistent with the requirements stipulated in Employer's Requirements / Tender document.
8. If our Tender is accepted, we undertake and commit to submit work method statements for all major activities and get these approved from the Engineer prior to commencing work on such activities. We also understand that the work shall be executed as per the approved method statements and KEY DATES without any deviations and delay in completion.
9. If our Tender is accepted, we agree to establish our Project office in Bangalore.
10. If our Tender is accepted, we commit to submit a Performance Security in accordance with the Tender Documents.

11. We declare that we do not have conflict of interest as described in EQC Clause 2.13.
12. We declare that we have not been excluded as per the GROUNDS for EXCLUSION mentioned in Clause 2.15 of EQC as on date of tender submission.
13. We have submitted the Statement of Integrity, Eligibility, Social, and Environmental Responsibility signed and abide by the same.
14. We understand that this Tender shall be governed by and construed in all respects according to the laws for the time being force in India. The courts at Bangalore will have exclusive Jurisdiction in the matter.
15. We confirm and declare that by virtue of our signature below, to the best of knowledge and belief that the information provided by us as required in this Tender Document, all supporting and explanatory information is truthful and exact.
16. In case our Tender is accepted, we will enter into agreement as per Clause 26.0 of Instructions to Tenderers (ITT) by signing all the contract documents mentioned in Contract Form-1.
17. In case our Tender is accepted, we will comply with 'MINIMUM LOCAL CONTENT' in accordance with the EQC Clause 2.3, throughout the performance of the contract. If we fail to comply with the 'Minimum Local Content', Employer shall take actions in accordance with the provisions of prevailing Public Procurement (Preference to Make in India) order issued by DPIIT-Gol and subsequent orders issued by Govt. of India, if any, in this regard.
18. We declare that we comply with Clause 2.10 of EQC. At any stage if our declaration is found to be false, Employer shall take actions in accordance with Clauses 4.33 of GCC along with such other legal actions as may be permissible under law.

Yours faithfully,

(Signature)

Name of signatory:

Capacity of signatory:Name and address of Tenderer

ATTACHMENT -1A**PROFORMA LETTER OF DECLARATION AND UNDERTAKING FOR NO HISTORY OF COLLAPSE OR FAILURE**

(To be submitted on Tenderer's Letterhead)

Ref:

Dated.....

The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shanthinagar, Bangalore-560027.

Subject: Declaration and undertaking in compliance with Clause 2.14 of the Eligibility Cum Qualification Criteria (EQC) for Tender No. []

Dear Sir,

We, the undersigned Bidder, hereby solemnly declare and undertake as follows:

1. That the Bidder (whether a single entity or, in the case of a Joint Venture, each and every constituent member) does not have any history of collapse or failure of the superstructure or substructure of any bridge, flyover, tunnel, or viaduct span or any structures during its service life, as defined under Clause 2.14 of the EQC, within the last five (5) years ending on the last day of the month preceding the month of this tender invitation.
2. We confirm that the above declaration is true, accurate, and complete to the best of our knowledge. We understand that any misrepresentation, false declaration, or suppression of material facts shall render our Bid liable for rejection, disqualification from the bidding process, and any other consequential action as deemed appropriate by the Employer under the terms of the tender.

Date:

Place:

Name of Bidder:

Name & Designation of Authorized Signatory:

Signature & Seal:

ATTACHMENT -2**PROFORMA LETTER OF DECLARATION FOR 'CLASS-I LOCAL SUPPLIER'**

(To be submitted on Tenderer's Letterhead)

Ref:(Tenderer to provide date and reference No.)

Dated.....

The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shantinagar
Bangalore-560027, Karnataka, India.

Dear Sir,

Undertaking regarding satisfying minimum Local content for the "-----." (Name of the work)

Tender No: -----

We,(Name of Tenderer) for the purpose of technical evaluation as 'Class-I Local Supplier' for the performance of above said contract hereby Undertake that we satisfy the Clause 2.2 of EQC and the % of Local Content is

In case of any False declarations made regarding 'Local content' for the purpose of qualifying as 'Class-I Local supplier', we or our successors may be debarred in accordance with EQC Clause 2.9 along with such other actions as may be permissible under law.

Yours faithfully,

(Signature)

Name of signatory:

Capacity of signatory:Name and address of Tenderer

ATTACHMENT -3**PROFORMA LETTER OF DECLARATION REGARDING ELIGIBILITY
IN RESPECT OF CLAUSE 2.10 OF EQC**

(To be submitted on Tenderer's Letterhead)

Ref : (Tenderer to provide date and reference No.)

Dated.....

The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shantinagar,
Bangalore-560027, Karnataka, India.

Dear Sir,

Sub: Declaration Regarding Eligibility in Respect of Clause 2.10 of EQC for the work -----
----- (Name of the work)

Tender No: -----

We, (Name of Tenderer), for the purpose of Technical evaluation for the performance of above said contract hereby declare that we have read the Clause 2.10 of EQC regarding restrictions on procurement from a Bidder of a country which shares land borders with India.

(I) The Clause 2.10 of EQC is applicable to us and required supporting documents are attached.

OR

(II) The Clause 2.10 of EQC is not applicable to us.

In case of any false declarations made by us for the purpose of qualifying, we shall be disqualified and our bid shall be rejected, and suitable action will be initiated in accordance with GCC Clause 4.33 along with such other legal actions as may be permissible under law.

Yours faithfully,

(Signature)

Name of signatory:

Capacity of signatory:Name and address of Tenderer

Note: Delete which is not applicable in respect of (I) or (II) given above.

ATTACHMENT -3A**UNDERTAKING REGARDING ELIGIBILITY IN RESPECT OF CLAUSE 2.10 OF EQC**
IN CASE OF SUB-CONTRACTING

(To be submitted on Tenderer's Letterhead)

We, M/s -----have read the EQC Clause 2.10 regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

We, M/s ----- declare that, in case we are awarded the contract, we will not subcontract any work under this contract to a contractor from such countries unless the contractor is registered with the competent authority and submits a valid registration certificate.

Signature
(Authorized Representative)

ATTACHMENT-3B**UNDERTAKING REGARDING ELIGIBILITY IN RESPECT OF CLAUSE 2.10 OF EQC
IN CASE OF TRANSFER OF TECHNOLOGY (ToT)**

(To be submitted on Tenderer's Letterhead)

We, M/s ----- have read the EQC Clause 2.10 regarding restrictions on procurement from a Bidder having Transfer of Technology arrangement (ToT). I certify that we do not have any ToT arrangement requiring registration with Competent Authority.

OR.

We, M/s ----- have read the EQC Clause 2.10 regarding restrictions on procurement from a Bidder having Transfer of Technology arrangement (ToT). I certify that we have valid registration to participate in this procurement.

Signature
(Authorized Representative)

Note: strikeout whichever is not applicable to bidder.

ATTACHMENT -4**TENDERER'S INFORMATION**

(To be submitted by Tenderer)

1	Name of the Work: Tender No: -----
2	Tenderer's Information: Tenderer's Legal name: Tenderer's Legal address: Date of Incorporation: Tenderer's authorized representative: (Name, address, telephone numbers, Fax numbers, e-mail address)
3	Tenderer's Bank Details: (a) Name of the Bank and branch (b) Account Number (c) IFSC code (d) Bank's Contact Number and Fax Number (e) Tenderer's PAN: (f) Tenderer's GST Registration No: (g) Copy of cancelled Cheque of the Tenderer

Note: Articles of incorporation or constitution of the legal entity to be submitted by the Tenderer.

(Signature)

Name of signatory:

Capacity of signatory:Name and address of Tenderer

ATTACHMENT -4A**TENDER FEE PAYMENT DETAILS**

(To be submitted by Tenderer)

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

(Signature)

Name of signatory:

Capacity of signatory:Name and address of Tenderer

ATTACHMENT -5**WORKS OF SIMILAR NATURE**

(To be submitted by Tenderer)

(Separate form should be attached for each work)

Name of Tenderer:

Project Title:	Location:
Scope: (Give salient features of the work)	Client's Address:
Client's Representative:	Tel.:
Was the work carried out as Prime Contractor? <input type="checkbox"/> YES or <input type="checkbox"/> NO	
In case of work carried out as a Prime contractor, whether work carried out as a:	
<input type="checkbox"/> Single Entity	
or	
<input type="checkbox"/> Member of a JV/consortium	
If work carried out as a Member of a JV/consortium, indicate percentage participation in that work: _____ %	
Date of commencement of work:	Date of completion of work:
Was the date of completion given in the original contract extended? If so, how much and why?	
1. Contract Value (excluding GST) at the time of award 2. Revised Contract Value (excluding GST) (if applicable): 3. Value (excluding GST) of completed/substantially completed contract as on last day of the month previous to the month of invitation of this tender 4. Updated Value (excluding GST) of completed contract (using inflation factors given in Attachment-6)	
Project description: (Clearly indicate the part of the work assigned to the Tenderer (s))	

Note:

1. Separate form should be used for each work.
2. Along with attachment enclose relevant client certificate.

(Signature)

Name of signatory:

Capacity of signatory:Name and address of Tenderer

ATTACHMENT -6**Summary of Information provided in ATTACHMENT -5**

(To be submitted by tenderer)

SI No	Name of the Work	Name of the Employer /client	Work executed as a Prime Contractor (single entity or Member of a JV)	Percentage of Participation in Case of JV/ consortium for that work	Date of commencement of work	Original Date of completion of work	Final date of completion of work	Contract Value (at the time of award)	Completed contract value in INR	Updated Value of completed contract in Equivalent INR	Value of Substantially completed contract in Equivalent INR

Notes:

1. Value of completed Similar Nature Work(s) executed shall be updated to the price level of the financial year in which the tenders are invited as per table given below:

Financial year	2019-20	2020-21	2021-22	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Indian Currency	1.41	1.34	1.28	1.22	1.16	1.10	1.05	1.00

2. Value of completed/ substantially completed Similar Nature Work(s) in foreign currency shall be converted to Equivalent INR by adopting Exchange rate between the foreign currency and INR as prevailing on the date of completion / date given in the substantial completion certificate as applicable, as per the website of Reserve Bank of India (RBI).
3. In case the work of Similar Nature is executed by the Joint venture, the value of Similar Nature of work executed shall be considered as per percentage participation by the member(s) in that Joint venture/consortium.

(Signature)

Name of signatory:

Capacity of signatory:Name and address of Tenderer

ATTACHMENT -7**Works in Hand and Monthly Financial Resources Requirement for the Current Contracts**

(To be submitted by tenderer)

Name and description of contract and date of award	Name of client with telephone number	Contract Value at the time of Award (in INR)	Anticipated Completion Date	*The updated value (**in INR) of the balance Construction works remaining to be executed during the completion period specified in the NIT of this tender, as on the last day of the month previous to the month of invitation of this tender - (X)	Remaining completion period in months, calculated from the last day of the month previous to the month of invitation of this tender up to the stipulated completion period of this tender – (Y)	Monthly Financial requirement (Z) = X/Y in INR
Total					—	

Note:

- * For calculation of Updated Balance work to the price level of the financial year in which this tender is invited, assume inflation as per multiplying Factors given in the table under note 1 of Attachment-6.
- Tenderer should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.

3. **Total Equivalent INR for balance work in foreign currency should be calculated using the selling exchange rate of Reserve Bank of India as on the last day of the month previous to the month of invitation of this tender. In case publication is not available on the above day, previous working day published exchange rate shall be considered for evaluation.
4. Works in Hand information must be certified either by the Independent Financial Auditor (statutory Auditor) of the company appointed under the Companies' Act or by a Chartered Accountant with his stamp and signature in original with membership number and firm registration number.
5. All the documents or certifications, which are provided by CA after 1st July 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.

(Signature)

Name of signatory:

Capacity of signatory:Name and address of Tenderer

ATTACHMENT -8**Financial Information**

(To be submitted duly signed by tenderer & his Chartered Accountant/ Independent Financial Auditor)

(To be submitted by tenderer)

Sl. No.	Financial Information	Financial years				
		2021-22	2022-23	2023-24	2024-25	2025-26
1	Total Assets					
2	Current Assets					
3	Total Liabilities					
4	Current Liabilities					
5	Annual Turnover from Construction works only					
6	Net worth					

Note:

- Annual financial statements (Audited Balance sheets including all related notes and income statements) for last five financial years (2021-22 to 2025-26) shall be submitted by the Tenderer.
- The financial information of the Tenderer must be certified either by the Independent Financial Auditor (statutory Auditor) of the company appointed under the Companies' Act or by a Chartered Accountant with his stamp and signature with membership number and firm registration number.
- In case any discrepancy in data is found between the Audited Balance sheet and the financial information submitted, the data as available in the Audited Balance sheet will be considered.
- In case Audited Balance sheet of the last Financial Year ending with 2025-26 is not made available by the Bidder, he must submit an affidavit certifying that 'The Balance Sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited Financial Years will be taken into consideration for evaluation.
- To align a January–December financial year with the standard April–March fiscal year, use the following conversion:
A calendar year (e.g., January–December 2023) corresponds to the subsequent fiscal year (e.g., FY 2023–24, covering April 2023 to March 2024). Apply this rule consistently to all such conversions.
- All documents shall reflect the stand-alone financial status of the Tenderer and not the Tenderer's parent companies, subsidiaries, or affiliates.
- All the documents or certifications, which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.

(Signature)

Name of signatory:

Capacity of signatory:

Name and address of Tenderer.....

(Signature & Seal)

Name of signatory:

(Chartered Accountant/ Independent Financial Auditor)

Address:

UDIN:.....

ATTACHMENT -8A**Updated Annual Turnover**

(To be submitted by tenderer)

Sl. No	Financial Year	Annual Turnover from Construction works only	Multiplying factor	Updated Annual Turnover
		INR		INR
1	2021-2022		1.28	
2	2022-2023		1.22	
3	2023-2024		1.16	
4	2024-2025		1.10	
5	2025-2026		1.05	

Note: Annual Turnover as provided in Attachment-8 is to be updated to the price level of the Financial Year of Tender Invitation.

Signature)

Name of signatory:

Capacity of signatory:Name and address of Tenderer

ATTACHMENT -9**MINIMUM QUALIFICATION AND EXPERIENCE REQUIRED FOR KEY PERSONNEL TO BE DEPLOYED FOR THE WORK**

(To be submitted by Tenderer)

Sl. No	Key Personnel	Qualifications & Total (Post Qualification)	Experience in Similar Nature works (Minimum requirement) (Post Qualification)	Minimum Number of Personnel Required	Name of the key personnel proposed	Qualification	Total number of years of experience (Post Qualification)	Number of Years of experience in Similar Nature works (Post Qualification)
1	Project Manager	BE /B. Tech in Civil Engineering with 15 years of total experience (Post Qualification)	3 years as Project Manager or equivalent in Similar Nature Works	1				
2	Deputy Project Manager	BE /B. Tech in Civil Engineering with 10 years of total experience (Post Qualification)	3 years as Deputy Project Manager or equivalent in Similar Nature Works	1				
3	Launching/Erection Expert	BE/B.Tech in Civil/Mechanical Engineering with 08 years of total experience (Post Qualification)	3 years as Launching Expert in Similar Nature of works in the respective field i.e, Launching of Segments/Girders.	1				
4	Chief Safety and Health Manager	Graduate in Engineering / MSc in Safety with 08 years of total experience (Post Qualification)	5 years as Chief Safety and Health Manager or equivalent in Similar Nature Works	1				

Signature)

Name of signatory:

Capacity of signatory:Name and address of Tenderer

ATTACHMENT -9A**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL**

(TO BE SUBMITTED BY TENDERER)

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.]

Education:

[Summarize college/university and other specialized education of staff member and degrees obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. Also give types of activities performed and client references, where appropriate.]

Period	Name of Employing Organization	Name of the Project	Title / Position	Activity performed	Location of the Assignment

Languages:

[For each language, indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date:

[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of staff member: _____

Full name of the authorized representative: _____

ATTACHMENT -10

(To be submitted by Tenderer)

MINIMUM PLANTS & EQUIPMENTS FOR THE WORK

(TO BE DEPLOYED AS AND WHEN REQUIRED)

Tenderers should have the following plant and machinery either owned or leased or hired by him.

SI. No.	Description	Minimum Nos. to be Deployed
1.	Fully automatic and computerized Batching and Mixing plant of capacity 30 cum/Hour or higher. OR Third party RMC from approved source.	1
2.	Mobile Cranes 60MT and above (for handling of rebars, staging materials, shutters/ frames for pier, pier caps – Average ht. of pier – min 10m)	3
3.	Crane 10 Tonnes Capacity (handling / shifting of rebars, staging materials, scaffolding materials, generators, barricading boards and other materials)	3
4.	Dozer D - 50 - A 15 (200 cum per hour)	1
5.	Front End loader (JCB) 1 cum bucket capacity	1
6.	DG sets 250 KVA	3
7.	Hydraulic Excavator of 1 cum bucket	2
8.	Paver Finisher Hydrostatic with sensor control 100 TPH	1
9.	Paver Finisher Mechanical 100 TPH	1
10.	Pneumatic Road Roller(25 cum per hour)	1
11.	Smooth Wheeled Roller 8 tone (70 cum /hour)	1
12.	Tandem Road Roller (30 cum/hour)	1
13.	Tipper - 10 cum	2
14.	Trailers for carrying precast I-girder for Viaduct	2
15.	Transit Mixer 6.0 cum or higher capacity	6
16.	Truck 20 Tonnes capacity	2
17.	Vibratory Roller 8 tonne	1
18.	Water Tanker (6000 litres capacity)	3
19.	Motor Grader 3.35 mt blade (200 cum / hour)	1

20.	Survey Equipment : Total Stations	2
21.	Survey Equipment : Auto levels	3
22.	Concrete pump, placer booms, 30 cum/hr (this item is interchangeable between locations as and when required)	2
23.	Gantries for casting yard (capacity min 15 MT + 80 MT each) for precast elements like - I girders, portal beams, Parapets etc.	2
24.	I-Girder beds along with moulds and bulk heads for viaduct	5
25.	Parapet casting moulds/shuttering for viaduct	25
26.	Hydraulic Piling rigs for 1200 mm dia piles (rigs are interchangeable to achieve target and upon work front made available to works)	3
27.	Piling rigs (Tripods)with conventional winch for 1200mm dia piles	6
28.	Launching Girders / Launching arrangements for Precast I-Girder.	2
29.	Pile cap shutters & starter for piers	4
30.	Pier, Pier cap shutters including starters for viaduct	5
31.	Dog legged staircase	5
32.	Parapet launching equipment (Gantry 20MT)	1
33.	Suitable cranes (120 tones capacity or more) as per requirement for erection of I girders.	2
34.	Crash barriers shutters	5
35.	RCC median shutters (1 set = 60m length)	1
36.	slabs shutters for casting of deck slab (in sqm) along with supporting/ staging arrangements	6000 Sqm
37.	Man lift / Boom lift of 500 kgs capacity & lift height of 60 feet	1

NOTE:

1. Plant and Equipment indicated above is minimum to be deployed at appropriate stage of the work. However, depending on the requirement to complete the work in the stipulated completion period, the tenderer should deploy additional machinery as circumstances warrant at no extra cost.
2. Plant and equipment to be mobilized for the work shall be in good serviceable condition.

Signature)

Name of signatory:

Capacity of signatory:Name and address of Tenderer

ATTACHMENT -11**FORMAT FOR POWER OF ATTORNEY FOR BIDDING**

(To be executed by the Tenderer)
(Ref. Clause 14.1 of "Instructions to Tenderers")

(On Non – Judicial stamp paper of appropriate value in accordance with stamp act if in India or such equivalent document duly attested by notary public)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office of the Tenderer) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the submission of the bid for the work ----- (insert name of the work), (herein after referred as "Project"), including signing and submission of all documents, participating in meeting and providing information / documents / responses to Bangalore Metro Rail Corporation Ltd.(BMRCL), Bangalore, representing us in all matters in connection with our bid for the said Project, and if successful, till the whole of the bid process.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Accepted

For

(Signature)
(Name, Title and Address of the Attorney)

(Signature)
(Name, Designation and Address)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favor of the person executing this power of attorney for the designation of power hereunder on behalf of the tenderer.

ATTACHMENT -12**FORM OF BANK GUARANTEE FOR TENDER SECURITY/ EARNEST MONEY DEPOSIT***(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)**(Refer Clause 13 of ITT)*

To,
 Bangalore Metro Rail Corporation Limited (BMRCL)
 3rd Floor BMTCL Complex,
 K.H. Road, Shanthinagar
 Bengaluru- 560027.
 Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").
2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s _____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).
3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.
4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.
5. This Bank Guarantee is encashable at our designated Branch as mentioned below:
Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____
OR
 This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.
6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

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

vi	IFSC Code:	BKID0008404
----	------------	-------------

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.
8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.
9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.
10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.
11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.
12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.
13. The Bank's liability under this Guarantee shall not exceed the amount of _____ [Indian Rupees/Foreign Currency/ies to be specified in words and figures].
14. This guarantee shall be valid till _____ [Date to be mentioned].
15. The pendency of any dispute or legal proceedings shall not affect this guarantee in any manner.
16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.
 - a) Payment by the Bank of the guaranteed sum in full to the 'Employer',
 - or
 - b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee and in case of electronic Bank Guarantee (e-BG), after release/discharge of e-BG by the Employer through NeSL portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____
 NAME OF THE BANK: _____
 ADDRESS: _____

Note:

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

ATTACHMENT -12A**Surety Bond for Bid Security**

(Refer Clause 13 of ITT)

S.B. No.

Dated:

1. In consideration of you, Bangalore Metro Rail Corporation, having its office at B.M.T.C Complex, 3rd Floor, K.H. Road, Shanthinagar Bengaluru-560 027, India (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid ofand having its registered office at(and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the (hereinafter referred to as "the Project") pursuant to the Tender Document dated issued in respect of the Project and other related documents including without limitation the draft contract agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office at..... and one of its branches at..... (hereinafter referred to as the "Surety Insurer "), at the request of the Bidder, do hereby in terms of Clause 13 of ITT of Bid Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.
3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs.
4. This Surety Bond shall be irrevocable and remain in full force for a period of 240 days from the Bid Due Date inclusive of a claim period of 60 days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.
5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, Inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
7. To give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.
11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.
12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 240 days after the Bid Due Date)].
14. This Surety Bond shall also be operatable at our, branch in India, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and delivered byCompany

By the hand of Mr./Ms.....it's... and authorized official

(Signature of the Authorized Signatory) (Official Seal)

ATTACHMENT -13**FORM OF BANKER'S CERTIFICATE for LIQUIDITY (if required)**

(To be submitted by tenderer (if required))

This is to certify that M/s. _____ is a reputed company with a good financial standing. If the contract for the work of _____ (Name of work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ (in words Rupees _____) to meet the working capital requirement for executing the above contract.

Signature _____

Name of the issuing official of the Bank _____

Designation _____

Bank Name _____

Address _____

Phone No _____

Fax No _____

Attachment-13A (if required)

(To be submitted by tenderer (if required))

Liquidity Calculation

Working Capital (Current Assets – Current Liabilities) From Attachment-8	Credit Line/ Solvency letter Offered by Bank (Bank Certificate Attached) (Attachment-13)	Total Available Financial Resources	Total Monthly Financial Requirement for Current Contract commitments (From Attachment-7)	Available Financial Resources Net of Current Contract Commitments	Requirement for the Subject Contract
(A)	(B)	(C)= (A)+(B)	(D)	(E)= (C) - (D)	(F)

Signature of the Tenderer

Stamp & Signature of chartered Accountant

UDIN:

ATTACHMENT -14**TENDERER'S BRIEF OF TECHNICAL DETAILS**

(To be submitted by Tenderer)

The Tenderer shall prepare and submit the following Technical Details as enclosure to this attachment.

The bid should cover the following in detail:

- A. Understanding and comprehension of the work involved.
- B. The general approach and methodology proposed for carrying out the Works covered in the scope of work.
- C. Tenderer's Work Schedules.
A detailed overall Work Programme in terms of weeks from commencement Date of Works and a bar chart indicating the duration and timing of all major activities. Bar chart shall be made showing the activity to be performed along with duration of each activity. Broadly all the major activities required for carrying on the work should be shown.
The Works Programme given in the tender shall not in any event be construed as a submission of the Works Programme as required to be furnished according to the Employer's requirements.
- D. The Quality policy document duly signed by the corporate head or authorized person.
- E. The Outline for Safety, Health and Environmental plan in line with 'Safety, Health and Environmental Manual' included in tender document.

The brief of Technical Details is enclosed duly signed & stamped.

Encl: 'Brief of Technical details'

Signature of the Tenderer:

Name & Designation of Authorized signature:

Place, date and seal/stamp of the tenderer:

ATTACHMENT -15**FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU)****For****JOINT VENTURE PARTICIPATION****DELETED**

ATTACHMENT -16**Statement of Integrity, Eligibility and Social and Environmental Responsibility**

(To be submitted on Tenderer's letterhead)

To
 The Managing Director,
 Bangalore Metro Rail Corporation Ltd.
 Third floor, BMTC Complex
 KH Road, Shantinagar, Bangalore-560027.

Dear Sir,

Subject: (Name of work) -----

Tender No-----

1. We hereby certify that neither we nor any other member of our Joint venture or any of our Subcontractors are in any of the following situations:
 - 1.1) being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered receivership, reorganization or being in any analogous situation arising from any similar procedure.
 - 1.2) having been convicted, within the past five years by decision of a court, which has the force of residential jurisdiction in the country where the project is implemented, of one of the acts mentioned in sections 5.1 to 5.4 below or of any other offense committed during the procurement or performance of a contract.
 - 1.3) being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security.
 - 1.4) having committed serious professional misconduct within the past five years during the procurement or performance of a contract.
 - 1.5) not having fulfilled our obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country.
 - 1.6) being subject to an exclusion decision of the World Bank since 30 May 2012, and being listed on the website <http://www.worldbank.org/debar>; or any other international financing agencies.
 - 1.7) having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.
2. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors are in any of the following situations of conflict of interest:
 - 2.1) being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of the Board of Directors of Contracting Authority and resolved to its satisfaction.
 - 2.2) having a business or family relationship with a Contracting Authority's staff involved in the selection procedure or the supervision of the resulting contract, unless the stemming conflict of interest has been brought to the attention of Board of Directors of Contracting Authority and resolved to its satisfaction.
 - 2.3) being controlled by or controlling another bidder or being under common control with another bidder, or receiving from or granting subsidies directly or indirectly to another bidder, having the same legal representative as another bidder, maintaining director indirect contacts with another bidder which allows

- us to have or give access to information contained in the respective bids, influencing them or influencing decisions of the Contracting Authority;
- 2.4) being engaged in a consultancy activity, which, by its nature, may conflict with the assignments that we would carry out for the Contracting Authority;
 - 2.5) in the case of a works or goods procurement procedure:
 - i. having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation that are subject of the bid;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this contract;
 3. If we are a government-owned entity, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
 4. We undertake to bring to the attention of the BMRCL, any change in situation with regard to points 1 to 3 here above.
 5. In the context of procurement and performance of the contract:
 - 5.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit.
 - 5.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules to obtain illegitimate profit.
 - 5.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies, (ii) any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority, an undue advantage of any kind, for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.
 - 5.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any private person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another person or entity for such private person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
 - 5.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anticompetitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings.
 - 5.6) Neither we nor any of the members of our joint venture or any of our subcontractors shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France.
 - 5.7) We commit ourselves to comply with and ensure that all of our subcontractors comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the contract, including the fundamental conventions of the International Labour Organization (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures such as specified in the environmental and social management plan or, if appropriate, in the environmental and social impact assessment notice provided by the Contracting Authority.

6. We, as well as members of our joint venture and our subcontractors authorise BMRCL to inspect accounts, records and other documents relating to the procurement and performance of the Contract and to have them audited by auditors appointed by BMRCL.

Name: _____ In the capacity of: _____

Signature: _____

Duly empowered to sign the bid in the name and on behalf of _____

Dated: _____ In the day of: _____

CHECK LIST FOR SUBMISSION OF IMPORTANT INFORMATION (NOT EXHAUSTIVE)

Sl. No.	Submission Requirement
1	Letter of Technical Bid
2	Proforma Letter of Declaration and Undertaking (Attachment -1)
3	Proforma Letter of Declaration and Undertaking for No History of Collapse or Failure (Attachment -1A)
4	Performa letter of Declaration for 'Class-I Local Supplier' (Attachment -2)
5	Proforma letter of Declaration regarding Eligibility in respect of clause 2.10 of EQC (Attachment -3)
6	Undertaking regarding Eligibility in respect of clause 2.10 of EQC in case of Sub-Contracting (Attachment -3A)
7	Undertaking regarding eligibility in respect of clause 2.10 of EQC, in case of Transfer of Technology (ToT) (Attachment -3B)
8	Tenderer's Information (Attachment -4)
9	Tender Fee Payment Details (Attachment-4A)
10	Works of Similar Nature (Attachment -5)
11	Summary of Information provided in Attachment -5 (Attachment -6)
12	Works in Hand and Monthly Financial Resources Requirement for the Current Contracts (Attachment -7)
13	Financial Information (Attachment -8)
14	Updated Annual Turnover (Attachment -8A)
15	Minimum Qualification and Experience Required for Key personnel to be deployed for the work (Attachment -9)
16	Format of curriculum vitae (CV) for proposed Key personnel (Attachment -9A)
17	Minimum Plants & Equipments for the Work (Attachment-10)
18	Format for Power of Attorney for Bidding (Attachment -11)
19	Bank Guarantee for Tender Security (EMD) or Surety Bond for Bid Security (Attachment -12 or Attachment-12A)
20	Form of Banker's Certificate for Liquidity (Attachment -13)
21	Liquidity Calculation (Attachment -13A)
22	Tenderer's Brief of Technical Details (Attachment -14)
23	Statement of Integrity, Eligibility and Social and Environmental Responsibility (Attachment -16)

Signature of the Tenderer:

Name & Designation of Authorized signature:

Place, date and seal/stamp of the tenderer:

Section-E: GENERAL CONDITIONS OF CONTRACT**INDEX**

Sl.No.	Descriptions	Section Page No
1	DEFINITIONS AND INTERPRETATION	5-10
1.1	Definitions	
1.2	Interpretation	
1.3	Law and Language	
1.4	Contract Agreement	
1.5	Priority of Documents	
1.6	Care and Supply of Construction and/or Manufacture Documents	
1.7	Communications	
1.8	Employer's Use of Contractor's Documents	
1.9	Contractor's Use of Employer's Documents	
1.10	Compliance with Statutes, Regulations and Laws	
1.11	Joint and Several Liability	
1.12	Severability	
2	THE EMPLOYER	10
2.1	General Obligations	
2.2	Access to and Possession of the Site	
2.3	Permits, Licences or Approvals	
2.4	Assignment by the Employer	
3	THE ENGINEER	10-11
3.1	Appointment of Engineer	
3.2	Duties and Authorities of the Engineer	
3.3	Engineer's Authority to Delegate	
3.4	Engineer's Instructions	
3.5	Engineer to Attempt Agreement	
4	THE CONTRACTOR	11-27
4.1	General Obligations	
4.2	Performance Security, Guarantee, Warranties and Undertakings	
4.3	Representation on Works	
4.4	Facilities for and co-ordination with others	
4.5	Sub-contractors	
4.6	Assignment of Contractor's and Sub-contractor's Obligations	
4.7	Compensation for Breach	
4.8	Setting Out	
4.9	Site Data	
4.10	Sufficiency of accepted Contract Amount	
4.11	Access Route	
4.12	Rights of Way and Facilities	
4.13	Programmes	
4.14	Progress Reports	
4.15	Contractor's Equipment	
4.16	Safety of Works	
4.17	Protection of the Environment	
4.18	Electricity, Water and Gas	
4.19	Tools, Plants And Equipment Supplied By The Employer	
4.20	Employer's Materials	
4.21	Sheds, Stores, Yards	
4.22	Temporary Works	
4.23	Unforeseeable Physical Conditions	
4.24	Access for Engineer	
4.25	Access Road and Way Leaves	
4.26	Contractor to keep Site Clear	
4.27	Security of the Site	
4.28	Contractor's Operations on Site	

Sl.No.	Descriptions	Section Page No
4.29	Discoveries	
4.30	Publicity	
4.31	Disclosure Of Relationship	
4.32	Use Of Explosives	
4.33	Prohibited conduct	
4.34	Quality assurance	
4.35	Confidentiality of Information	
5	DESIGN	27-32
5.1	General Obligations	
5.2	Contractor's warranty of Design	
5.3	Construction and/or Manufacture Documents	
5.4	Technical Standards and Regulations	
5.5	Samples	
5.6	As-Built Drawings and Documents	
5.7	Operation & Maintenance Manual	
5.8	Intellectual Property Rights and Royalties	
6	STAFF AND LABOUR	32-35
6.1	Engagement of Staff and Labour	
6.2	Rates of Wages and Conditions of Labour	
6.3	Persons in the service/ retired of Employer/Engineer	
6.4	Labour Laws	
6.5	Working Hours	
6.6	Facilities for Staff and Labour	
6.7	Health and Safety	
6.8	Contractor's Superintendence	
6.9	Contractor's Personnel	
6.10	Preservation of Peace and orderly conduct	
6.11	Labour to be Contractor's Employee	
6.12	Report Of Accidents to Labour	
6.13	Claim on account of violation of Labour laws	
6.14	Maintenance of Record	
7	QUALITY CONTROL	35-39
7.1	Proposed site quality plan and manner of execution	
7.2	Source of Material	
7.3	Delivery to Site	
7.4	Inspection	
7.5	Testing	
7.6	Rejection	
7.7	Liability after Inspection and Testing	
7.8	Ownership of Plant and Materials	
7.9	Cost of Employer's Attendance Including Travel	
7.10	Covering up of Works	
7.11	Tests on Completion	
7.12	Integrated Testing and System Commissioning	
8	COMMENCEMENT, COMPLETION AND DELAY	39-42
8.1	Commencement of Works	
8.2	Time for Completion	
8.3	Delay	
8.4	Extension of Time for Completion	
8.5	Liquidated Damages for Delay	
8.6	Rate of Progress	
8.7	Suspension of Work	
8.8	Consequences of Suspension	
8.9	Resumption of Work	
9	HANDING OVER BY CONTRACTOR AND TAKING OVER BY EMPLOYER	42-43

Sl.No.	Descriptions	Section Page No
9.1	Taking Over Certificate	
9.2	Taking over of Parts of the Works	
10	DEFECTS LIABILITY	43-45
10.1	Completion of Outstanding Work and Remedying Defects	
10.2	Cost of Remedying Defects	
10.3	Extension of Defect Liability Period	
10.4	Failure to Remedy Defects	
10.5	Removal of Defective Work	
10.6	Further Tests	
10.7	Right of Access	
10.8	Contractor to Search	
10.9	Performance Certificate	
10.10	Unfulfilled Obligations	
10.11	Emergency Defect Rectification	
11	CONTRACT PRICE AND PAYMENT	45-59
11.1	The Contract Price	
11.2	Advance Payments	
11.3	Provisional Payment against material at site	
11.4	Measurement and valuation	
11.5	Interim Payment Certificates	
11.6	Payment- Interim and Final	
11.7	Retention Money	
11.8	Statement at Completion	
11.9	Application for Final Payment Certificate	
11.10	Discharge	
11.11	Issue of Final Payment Certificate	
11.12	Cessation of Employer's Liability	
11.13	Calculation of Payments in Foreign Currency	
11.14	Round off	
11.15	Payment By Cheque and E-Payment	
11.16	Tax Deduction at Source	
11.17	Production of Vouchers	
11.18	Withholding And Lien for Sums Claimed	
11.19	Signature On Receipts for Payments	
11.20	Post Payment Audit	
11.21	Recovery of Amount Due to the Employer	
12	VARIATIONS	59-64
12.1	Right to Vary	
12.2	Contractor's Variations	
12.3	Employer's Variations	
12.4	Variation Procedure	
12.5	Payment in Applicable Currencies	
13	DETERMINATION/TERMINATION OF THE CONTRACT	64-67
13.1	Notice to Contractor	
13.2	Notice to Contractor due to default of contractor	
13.3	Termination by Contractor	
13.4	Survival	
14	RISK AND RESPONSIBILITY	67-69
14.1	Indemnity	
14.2	Contractor's Care of the Works	
14.3	Employer's Risks	
14.4	Consequences of Employer's Risks	
14.5	Contractor's Risks	
14.6	Limitation of Liability	

Sl.No.	Descriptions	Section Page No
15	INSURANCE	69-72
15.1	Professional Indemnity Insurance	
15.2	Injury to third party personnel and Property of third party/ies	
15.3	Insurance Against Injury to Persons and Property.	
15.4	Insurance of the contract works under a Contractors All Risks Insurance Policy.	
15.5	Contractor's plant & machinery.	
15.6	Workmen Compensation (Employers Liability) Insurance.	
15.7	General requirements for Insurances.	
16	FORCEMAJEURE	72-73
16.1	Definition of Force Majeure	
16.2	Effect of Force Majeure Event	
16.3	Contractor's Responsibility	
16.4	Employer's Responsibility	
16.5	Payment to Contractor	
16.6	Resumption of Work	
16.7	Optional Termination, Payment and Release	
16.8	Release from Performance under the Law	
17	CLAIMS, DISPUTES AND CONCILIATION	73-75
17.1	Procedure for Claims	
17.2	Payment for Claims	
17.3	No Legal action till Dispute Settlement Procedure is Exhausted	
17.4	Notice of Dispute	
17.5	Dispute Resolution	
17.6	Conciliation	
17.7	Conciliation Procedure	
17.8	Termination of Conciliation Proceedings	
18	SERVICE OF NOTICES	75-76
18.1	Notice to Contractor	
18.2	Notice to Employer and Engineer	
18.3	Change of Address	
	CONTRACT DATA	77-78

GENERAL CONDITIONS OF CONTRACT (GCC)

1 DEFINITIONS AND INTERPRETATION

Definitions	1.1	The following contract terms and expressions as used in the contract defined shall have the meanings assigned to them, except where the context otherwise requires. Words indicating persons or parties include corporations and other legal entities except where the context requires otherwise.
	1.1.1	Documents
	1.1.1.1	“Appendix” means the completed pages in title Appendix, which are appended to and form part of the Tender.
	1.1.1.2	“Construction and/or Manufacture Documents” means all drawings, calculations, computer software (programs), samples, patterns, models, operation and maintenance manuals, and other manuals and information of a similar nature, to be submitted by the Contractor.
	1.1.1.3	“Contract” means the written Contract Agreement, the Letter of Acceptance, General Conditions of Contract, Special Conditions of Contract, the Employer's Requirements & Technical specifications, the Tender, the Notice of Invitation to Tender, Instructions to Tenderers, the Contractor's Proposal, the Schedules of BOQ, Clarifications issued and such further documents which are listed in the Letter of Acceptance or Contract Agreement (if completed).
	1.1.1.4	“Contract Agreement” means the contract agreement pursuant to acceptance letter referred to in Sub-Clause 1.4. It shall also include all subsequent modifications/ amendments to record the Contract as a result of the communications or negotiation proceedings between the parties.
	1.1.1.5	“Contractor's Proposal” means the proposal submitted by the Contractor with the Tender, as modified and accepted by the Employer and included in the Contract. Such documents may include the Contractor's preliminary Design.
	1.1.1.6	“Design Data” means all specifications, plans, drawings, details, graphs, sketches, models, levels, setting-out dimensions, calculations duly checked by the Contractor and other documents relating to the Design of the works prepared or to be prepared by or on behalf of the Contractor.
	1.1.1.7	“Drawings” means the Employer's Drawings and the Drawings submitted by the Contractor and any modification of such drawings as any, from time to time, be furnished or for which the Engineer has issued a Notice of No Objection.
	1.1.1.8	“Employer's Requirements” means the description of the scope, standard, specifications, drawings, programme of work, indigenisation programme (where applicable) as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.
	1.1.1.9	“Letter of Acceptance” means the letter from the Employer or the Engineer, or a person nominated by them on their behalf for this purpose, to the Contractor, conveying acceptance of the Tender, subject to any modifications agreed to between the parties and includes advance acceptance of the tender.
	1.1.1.10	“Safety, Health and Environmental (SHE) Manual” means the Employer's manual containing the requirements and conditions to be met during the execution of the Works by the Contractor.
	1.1.1.11	“Schedules” means the information and data submitted with the Tender, as included in the Contract.
	1.1.1.12	“Tender or Bid” means the completed offer made by individual, Firm, Company, Corporation, Joint Venture or Consortium for the execution of the works.
	1.1.1.13	Deleted
	1.1.1.14	“Special Conditions of Contract” means any special conditions of contract issued by the Employer prior to submission of the Tender or negotiated and agreed in writing by the Employer and the Contractor prior to acceptance of the Tender.
	1.1.1.15	“Works Programme” means the programme showing the sequence, method and timing of investigations, Design, issue of No Objection Notices, execution, manufacture, delivery to site, erection, installation, testing, commissioning of the Works, indigenisation (where applicable) and related activities in the form and content prescribed by the Employer's Requirements & Technical specifications, or any amended or varied version thereof, as submitted by the Contractor and for which the Engineer has issued a Notice of No Objection.

- 1.1.2 **Persons**
- 1.1.2.1 **"Party"** means the Employer or the Contractor as the context requires.
- 1.1.2.2 **"Contractor"** shall mean the person, firm, association of firms, Company or Corporation, Joint Venture identified as the Contractor and whose tender for the work has been accepted by the Employer and responsible for carrying out the construction scope, in accordance with the Contract Documents and unless the context otherwise so requires shall include his/their executors, administrators, successors and permitted assignees.
- 1.1.2.3 **"Contractor's Representative"** means the person (if any) named as such in the Contract or other person appointed from time to time by the Contractor under Sub Clause 4.3.
- 1.1.2.4 **"Designated Contractors"** means any of the following whose activities or the works they are engaged to carry out, affect or are affected by the Works, in any way or at any time:
- (a) Contractors, design consultants and utility authorities engaged on the Project from time to time by the Employer;
 - (b) Sub-contractors of any tier of the contractors above; provided that the definition shall exclude the Contractor and his sub-contractors of any tier in relation to the Works.
- 1.1.2.5 **"Designer"** means the Contractor, or part of the group forming the contractor, person, firm or company or group of companies, or any replacement, carrying out the Design or part thereof.
- 1.1.2.6 **"Employer"** means BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL), its legal successors and assignees.
- 1.1.2.7 **"Engineer"** means Chief Engineer or Addl. Chief Engineer or Deputy Chief Engineer or General Consultant or any person/party nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.
- 1.1.2.8 **"General Consultant" or "GC"** means the firm/JV or consortium of firms appointed by the Employer as a general consultant to the Employer or any other person appointed from time to time and notified as such to the Contractor.
- 1.1.2.9 **"Sub-Contractor"** means the Individual, Firm, Company, Corporation, Joint Venture or Consortium, having direct contract with the Contractor and to whom any part of the Work has been sublet by the Contractor, with prior permission of the Engineer or Employer and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- 1.1.2.10 **"Partner/member"** means partner or member of joint venture, as the context requires.
- 1.1.2.11 **"Tenderer" or "Bidder"** means the person, firm or corporation, Joint Venture submitting a tender against the notice of invitation of tender and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be. Tenderer shall mean 'Contractor' wherever the context so requires and vice-versa.
- 1.1.3 **Dates, Times and Periods**
- 1.1.3.1 **"Commencement Date"** will be reckoned as the date of signing of Contract Agreement.
- 1.1.3.2 **"Contract Period"** means the period from the Commencement Date to the end of final Defects Liability Period.
- 1.1.3.3 **"Day"** means a calendar day; **"Week"** means 7 calendar days; **"Month"** means Georgian calendar month and **"Year"** means 365 calendar days.
- 1.1.3.4 **"Gazetted Holiday"** means every holiday which is observed by Bangalore Metro Rail Corporation Limited as a gazetted holiday.
- 1.1.3.5 **"General Holiday"** means Sunday.
- 1.1.3.6 **"Key Date"** means a date identified as such in the Contract documents as the same may be extended by the Engineer pursuant to GCC clause 8.4.
- 1.1.3.7 **"Stage"** means level of progress of the works identified as such and more particularly described in the Employer's Requirements for which a Key Date for the achievement thereof is stipulated in the Contract.
- 1.1.3.8 **"Time for Completion"** means the time for completing the Works physically or a section or a part thereof (as the case may be), and passing the Tests on Completion including Integrated Testing and Commissioning, as stated in the Contract and as applicable for the nature of contract calculated from the Commencement Date.
- 1.1.4 **Tests and Completion**

- 1.1.4.1 **“Factory Tests”** means the tests required to be carried out in the factory premises on components, equipment, subsystem, system, etc. during and/or after manufacture in the factory.
- 1.1.4.2 **“Integrated Testing”** In the contracts where applicable means the programme of tests performed by the Contractor at the direction of the Engineer.
- 1.1.4.3 **“Key date certificate”** means the certificate to be issued by the Engineer in relation to the achievement or otherwise of Key dates.
- 1.1.4.4 **“Performance Certificate”** means the certificate issued by the Engineer under Sub-Clause 10.9.
- 1.1.4.5 **“Taking over Certificate,”** means a certificate issued under Clause 9.1.
- 1.1.4.6 **“Tests on Completion includes Integrated test on completion”** means the tests specified in the Contract and designated as such, and any other such tests as may be agreed by the Engineer and the Contractor, or instructed as a Variation, which are to be carried out before the Works, or any Section are taken over by the Employer.
- 1.1.5 **Money and Payments**
- 1.1.5.1 **“Contract Price”** or **“Contract Value”** means the sum stated in the Letter of Acceptance as payable to the Contractor for execution of the work including remedying of any defect during completion, defect liability period therein, subject to such additions thereto or deductions there from as may be made under the provisions of the Contract.
- 1.1.5.2 **“Tender Price”** is the quoted price at the time of bidding in the Financial Proposal.
- 1.1.5.3 **“Cost”** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
- 1.1.5.4 **“Final Payment Certificate”** means the payment certificate issued by the Engineer under Sub-Clause 11.11.
- 1.1.5.5 **“Final Statement”** means the agreed statement defined in Sub-Clause 11.9.
- 1.1.5.6 **“Foreign Currency”** means a freely convertible international trading currency in which part of the Contract Price is payable, but not the Local Currency.
- 1.1.5.7 **“Interim Payment Certificate”** means any payment certificate issued by the Engineer under Sub-Clause 11.5, other than the Final Payment Certificate.
- 1.1.5.8 **“Local Currency”** means Indian Rupees (INR).
- 1.1.5.9 **“Retention Money”** is the Security Deposit for the performance of the obligations of the contractor during the contract period.
- 1.1.5.10 **“Tender Security/Earnest Money”** means a tender guarantee in the form of an e-Bank Guarantee /Insurance Surety Bond to be furnished along with tender by the Tenderer.
- 1.1.5.11 **“Performance Security”** means a guarantee for satisfactory completion of the work by the contractor as per Sub clause 4.2.1 of GCC and the Employer is guaranteed compensation for any monetary loss up to the amount of performance guarantee.
- 1.1.6 **Other Definitions**
- 1.1.6.1 **“Contractor’s Equipment”** means all machinery, apparatus, appliances, other things of whatsoever nature required for purpose of the Contract, including without limitation, Contractor’s plant and equipment, or materials to or from the Site, but does not include Plant, or Materials intended to form or forming part of the Permanent Works.
- 1.1.6.2 **“Materials”** means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Contractor, including the supply-only items (if any), which are to be supplied by the Contractor as specified in the Contract.
- 1.1.6.3 **“Plant”** means the machinery, equipment, and apparatus and the likes, intended to form or forming part of the Permanent Works, including the supply-only items (if any), which are to be supplied by the Contractor as specified in the Contract.
- 1.1.6.4 **“Section/Station”** means a part of the Works specifically designated in the Scope of Work as a Section/Station (if any).
- 1.1.6.5 **“Site”** means the places provided by the Employer where the Works are to be executed and to which Plant and Materials are to be delivered and any other place as may be specifically designated in the Contract as forming part of the Site.
- 1.1.6.6 **“Variation”** means any alteration and/ or modification to the Employer’s Requirements & Technical specifications, which is instructed by the Engineer or approved as a variation by the Employer, in accordance with Clause 12.

- 1.1.6.7 **“Works”** means the work to be executed in accordance with the Contract and shall include both Permanent Works and Temporary Works.
- 1.1.6.8 **“Permanent Works”** means the permanent works to be executed, completed and maintained in accordance with the Contract.
- 1.1.6.9 **“Temporary Works”** means all temporary and enabling works of any kind required for the execution and completion of the works and the remedying of any defect therein, and which subsequently be removed by the Contractor.
- 1.1.6.10 **“Project”** means Bangalore Metro Rail Project.

Interpretation

- 1.2** In the Contract except where the context requires otherwise:

- 1.2.1** (a) words indicating one gender include all genders;
 (b) words indicating the singular also include the plural and words indicating the plural also include the singular and
 (c) “Written” or “in writing” means hand-written, type written, printed or electronically made and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in the interpretation of these conditions

Various clauses of GCC are to be read with relevant ‘Contract data’ appended to the GCC and are to be interpreted accordingly.

1.2.2

Terms and expressions not herein defined shall have the meaning assigned to them in the “Indian General Clauses Act 1897” or the Indian Contract Act or the Indian Sale Goods Act or any other applicable Indian Law, as case may be.

Law and Language

- 1.3** The Contract shall be governed by the Acts and Laws of India, the rules, regulations and bye-laws of the concerned public bodies and authorities.
 Language of the Contract shall be English.

Contract Agreement

- 1.4** The Employer and the Contractor shall execute a Contract Agreement in the form annexed to the Contract Forms, incorporating any necessary modifications, within the timeframe specified in the Contract Data. The Contractor shall be responsible for and bear all costs associated with stamp duties, registration fees, and other applicable levies imposed by law.
 If the Contractor is a JV, the authorized representative of each member of the JV shall sign the Contract agreement.

Modification to contract to be in writing:

In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Employer and the Contractor, and no work shall proceed under such modifications until this has been done. Any verbal or written arrangements abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Employer unless and until the same is incorporated in a formal instrument and signed by the Employer and the Contractor, and till then the Employer shall have the right to repudiate such arrangements.

Priority of Documents

- 1.5** The documents forming the Contract are to be taken as mutually explanatory of one another. If there is any conflict, ambiguity or discrepancy in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows,
1. Contract Agreement.
 2. Letter of Acceptance.
 3. Clarifications, Addenda, Corrigenda Issued to Tender document (if any)
 4. Pricing Document
 5. Special Conditions of Contract
 6. Contract forms.
 7. General Conditions of Contract
 8. Employer’s Requirement & Technical Specifications
 9. Drawings
 10. Any other document forming part of the Contract

Care and Supply of Documents	1.6	<p>The specification and drawings shall be in the custody and care of the Employer. Unless otherwise stated in the contract, one copy of the contract and two copies of each subsequent Drawing shall be supplied to the contractor, who may make or request further copies at the cost of the contractor.</p> <p>The Construction and/or Manufacture Documents shall be in the custody and care of the Contractor during the Contract. Unless otherwise stated in the Employer's Requirements, the Contractor shall provide six copies (physical) and one digital copy for the use of the Engineer and assistants.</p> <p>The Contractor shall keep on Site one complete set of the documents forming the Contract, the Construction and/or Manufacture Documents, Variations, other communications given or issued from time to time and the documents/samples mentioned in Sub-Clause 5.3. The Employer, the Engineer and their assistants shall have the right to access these documents all reasonable times.</p> <p>On discovery of any technical error or defect in a document intended to be used for the purpose of Contract, the Contractor shall promptly give notice to the Engineer of such error or defect.</p>
Communications	1.7	<p>All communications between the parties, unless otherwise specified, shall be valid and effective only when made in writing. A notice shall be deemed effective only when sent to the party's designated address via speed post, courier, email to the specified email ID, or delivered by hand.</p>
Employer's Use of Contractor's Documents	1.8	<p>As between the Parties, the Contractor shall retain the copyright and other intellectual property rights over the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.</p> <p>The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:</p> <ul style="list-style-type: none"> (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works, (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor. <p>After payment of the consideration under the Contract to the Contractor all the intellectual property rights of Contractor vested in the Works/services, executed under the Contract, will get transferred and vested with the Employer. The contractor shall take necessary action in this regard.</p>
Contractor's Use of Employer's Documents	1.9	<p>As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements & Technical specifications and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract.</p> <p>They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.</p>
Compliance with Statutes, Regulations and Laws	1.10	<p>The Contractor shall familiarise themselves and conform to the requirement in all aspects with:</p> <ul style="list-style-type: none"> (a) the provision of any enactment in India as applicable from time to time (b) the regulations or bye-laws of any local body and utilities including, but not limited to Electricity Supply Regulation Act, Indian Electricity Rules, Pollution Control Rules, BBMP rules and regulations and byelaws etc. (c) The Contractor shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The Contractor will arrange necessary clearances and approvals before the Work is

		taken up.
		Ignorance of Rules, Regulations and Bye-laws shall not constitute a basis for any claim at any stage of work. The Contractor shall indemnify the Employer against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye-laws or rules.
Joint and Several Liability	1.11	<p>If the Contractor is (under applicable Laws) a joint venture or consortium of two or more Parties:</p> <ul style="list-style-type: none"> a) these parties shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract; b) these parties shall notify the Employer of their lead member who shall have authority to bind the Contractor and each of these parties; and c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.
Severability	1.12	If any clause, provision, section or part of the Contract is ruled invalid by a court of competent jurisdiction, then the parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, and (b) if necessary or desirable, apply to the court which declared such invalidity for a judicial construction of the invalidated portion to guide the negotiations. The invalidity or enforceability of any such clause, provision, section or part shall not affect the validity or unenforceability of the balance of the Contract, which shall be construed and enforced as if the Contract did not contain such invalid or unenforceable clause, provision, section or part.
	2	The Employer
General Obligations	2.1	Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data and shall pay the contractor in accordance with the contract.
Access to and Possession of the Site	2.2	<p>If no such time is stated in the Contract Data, the Employer shall grant the Contractor right of access to, and possession of, the Site progressively. The Contractor will draw/modify the schedule for completion of Works according to progressive possession/right of such sites. The right and possession may not be exclusive to the Contractor.</p> <p>If the Contractor suffers delay as a result of a failure by the Employer to grant right of access to, or possession within such time, the Contractor shall give notice to the Engineer within a period of 28 days of such occurrence. After receipt of such notice, the Engineer shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly.</p> <p>For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time and no monetary claims whatsoever shall be paid or entertained on this account.</p>
Permits, Licences or Approvals	2.3	<p>It shall be Contractor's exclusive responsibility to get approvals, permits or license required for the Contract. However, the Employer may (where he is in a position to do so) provide reasonable assistance to Contractor at the request and cost of the Contractor in getting Permits, License or Approvals required during the Contract.</p> <p>The rendering of such assistance by the Employer shall not be interpreted as a pretext by the Contractor as condoning of any delay or non-performance of any of the Contractors obligations. The following-up of all such applications shall be the responsibility of the Contractor.</p>
Assignment by the Employer	2.4	The Employer shall be fully entitled without the consent of the Contractor, to assign the benefit of the Contract or any part thereof and any interest therein or there under to any third party.
	3	The Engineer
Appointment of Engineer	3.1	The Employer shall notify the Contractor in writing of the appointment and identity of the Engineer and of any replacement from time to time.

Duties and Authorities of the Engineer	3.2	<p>The Engineer shall carry out the duties specified in the Contract. The Engineer shall have no authority to amend the Contract.</p> <p>The Engineer may exercise the authority specified in, or necessarily to be implied from the Contract. Any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.</p> <p>The Engineer shall have no authority to relieve the Contractor of any of his duties, obligations, or responsibilities under the Contract. Engineer shall watch and inspect the Works, monitor the test results and examine any material to be used and workmanship employed by the Contractor in connection with the Works. Any proposal, inspection, examination, testing, consent, approval or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility, including responsibility for his errors, omissions, discrepancies, and non-compliance with Sub-Clause 5.4.</p> <p>The Engineer shall copy to the Employer all communications given or received by him in accordance with the Contract.</p>
Engineer's Authority to Delegate	3.3	<p>i. The Engineer, with the prior approval of the Employer may from time to time assign and delegate authority to Engineer's representatives/assistants and may also revoke such assignments and delegations. The delegation or revocation shall be in writing and shall be applicable only after same has been notified in writing to the Contractor.</p> <p>ii. Each Engineer's representative/assistants to whom duties have been assigned or authority has been delegated shall be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any determination, approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by an Engineer's representative/assistants shall have the same effect as though the act had been an act of the Engineer. However:</p> <p>(a) any failure to disapprove any Plant, Material, design and workmanship shall not prejudice the right of the Engineer to reject such Plant, Material, Design and workmanship;</p> <p>(b) if the Contractor questions any determination or instruction of Engineer's representative/assistants, the Contractor may refer the matter to the Engineer within three days of such decision having been given, who shall confirm, reverse or vary such determination or instruction.</p>
Engineer's Instructions	3.4	<p>Engineer may issue to the Contractor instructions (at any time) which may be necessary for the execution of the works. The Contractor shall comply with instructions given by the Engineer.</p> <p>The Contractor shall only take instruction from the Engineer, or from the Engineer's Representative or an Assistant to whom the appropriate authority to give instruction has been delegated under Sub-clause 3.3.</p> <p>No act or omission by the Engineer or Engineer's representative/assistants in the performance of any of the Engineer's duties or the exercise of any of the Engineer's powers under the Contract shall, in any way, operate to relieve the Contractor of any of the duties, responsibilities, obligations or liabilities imposed upon the Contractor by any of the provisions of the Contract.</p>
Agreement or Determination	3.5	<p>When the Engineer is required to determine value, cost or extension of time, he shall consult with the Contractor and the Employer in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall determine the matter fairly, reasonably and in accordance with the Contract, with the approval of Employer.</p>
Meetings called by the Engineer	3.6	<p>The Engineer may require the Contractor and/or its representative to attend management meetings to discuss arrangements for future work or other matters related to the execution of the Works.</p>
General Obligations	4	The Contractor
	4.1	<p>The Works completed by the Contractor shall be in full compliance with the Contract, fit for their intended purpose as defined in the Contract, and shall include:</p> <ul style="list-style-type: none"> Any work necessary to meet the Employer's Requirements, Technical Specifications, the Contractor's Proposal, and Contract Forms

- Any work implied by the Contract or arising from the Contractor's obligations
- All works not explicitly mentioned in the Contract but necessary for stability, completion, safe operation, or reliable and efficient functioning of the Works.

The Contractor shall design (if in the scope of work), manufacture, execute, install, complete, test and commission, the Works, including providing Construction and/or Manufacture Documents, within the Time for Completion and shall remedy any defects within the Contract Period. The Contractor shall provide all superintendence, labour, Plant, Materials, Contractor's Equipment, Temporary Works and all other things, whether of a temporary or permanent nature, required in and for such design, manufacture, execution, installation, completion, testing and commissioning and remedying of defects.

Before commencing design, (if in the scope of the contract) the contractor shall satisfy himself regarding the Employer's Requirements & Technical specifications (including design criteria and calculations, if any) and the items of reference mentioned in Sub-Clause 4.8.

The Contractor shall give notice to the Engineer of any error, fault or other defect in the Employer's Requirements or such items of reference. After receipt of such notice, the Engineer shall determine whether Clause 12 shall be applied, and shall notify the Contractor accordingly.

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations, of all methods of construction, manufacture, and of all the Works, irrespective of any approval or consent by the Engineer.

The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of his Tender to cover all his risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper Design, manufacture, execution, installation, completion, testing, commissioning of the Works and remedying of the Defects.

The Contractor acknowledges responsibility for ascertaining and securing at his own cost:

- conditions bearing upon the proper transportation, disposal, handling and storage of materials (including but not limited to hazardous toxic substances and excavated materials);
- availability of electricity, water and gas;
- availability of skilled manpower;
- the character of equipment and facilities needed preliminary to and during the manufacture, installation, execution, testing, and commissioning of the Works and remedying of any defects;
- the protection of the environment and adjacent structures which will be necessary preliminary to and during the manufacture, installation, execution, testing and commissioning of the Works and remedying of any defects;
- the location of and the authorisation required for and the means of diversion of any services and facilities required for the purposes of the Works.

The Contractor shall whenever required by the Engineer, submit details of the arrangement and methods which the Contractor proposed to adopt for the execution of the Works. No alteration to these arrangements or methods shall be made without the approval of the Engineer.

Performance Security, Guarantee, Warranties and Undertakings.

4.2

"Performance Security" refers to a guarantee for the satisfactory completion of the work by the Contractor and compensates the Employer for any monetary loss up to the amount of the Performance security

Performance Security

4.2.1

- The successful tenderer shall furnish Performance Security in the amount specified in the Contract Data. The Performance Security shall be provided in the form of a e-Bank Guarantee/Insurance Surety Bond, payable at a designated branch in Bangalore, and issued by either: The Performance Security shall be provided either the forms of a) unconditional and irrevocable e-Bank Guarantee(s) or b) Insurance Surety bond in accordance

with provision with set out below e- Bank Guarantees shall be from an Indian Schedule bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule. e-Bank Guarantee format is provided in the contract forms. All e-Bank Guarantees should be payable in Bangalore at the designated Branch. In case of Joint Venture, e-Bank Guarantees can be furnished by any member or members of the consortium/JV.

The e-Bank Guarantee shall be denominated in the type and proportion of currencies in which the Contract Price is payable. An electronic Bank Guarantee (e-BG) complying with the conditions shall also be deemed acceptable.

- ii. Performance Security (including Additional Performance Security if any) shall be initially valid and enforceable up to 60 days beyond completion period. In case the completion period is extended, then the contractor is required to extend the validity of Performance Security e-BG/Insurance Surety Bond at his own cost. If the contractor fails to extend the validity of the Performance Security e-BG/Insurance Surety Bond, then Employer shall claim the full amount of Performance Security.
- iii. If the offer of the successful Tenderer is considered as abnormally low, seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require that the amount of the performance security set forth above vide sub para (i) be increased and an additional performance security may be obtained at the expense of the Successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the contract.
- iv. The approved format is provided in the "contract forms of Contract" and may be modified by the employer to comply with the tender condition or any other form approved by the Employer.
- v. In the case of a Joint Venture (JV), the Performance Security may be submitted by any one or more of the JV members.
- vi. The Extension of Time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per annum shall be charged for the entire period i.e., from the date of issue of LOA to the date of submission of Performance Security.

Forfeiture	4.2.2	<p>Failure by the successful tenderer to furnish the required Performance Security shall constitute grounds for annulment of the contract award and forfeiture of the Tender Security</p> <p>The failed Contractor shall be debarred not only from participating in re-tender for that work but also in any other tender of BMRCL for a period of one year from date of issue of letter of annulment of LOA</p> <p>The Performance Security amount as may be consider fit shall be liable to be forfeited by the Employer at the discretion of the Employer, in the event of any breach of Contract on the part of the Contractor.</p>
Release of performance security	4.2.3	<p>After completion of the entire Work, the Performance Security shall be released to the Contractor, on issue of last Taking Over Certificate if more than one Certificate exist, by the Engineer, in accordance with Sub-Clause 9.1 and 9.2 of these Conditions. The release of Performance Security shall not relieve the Contractor from his obligations and liabilities, to make good that may be detected during the Defects Liability Period.</p>
Guarantees and Warranties	4.2.4	<p>Within time period stated in 'Contract Data', Contractor shall submit to the Employer:</p> <ol style="list-style-type: none"> (i) An Undertaking and written Guarantee in the approved formats from a parent company, the identity of which shall have been submitted in writing to the

Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection.

- (ii) A contractor warranty in the approved format. The formats of Parent Company Undertaking, Parent Company Guarantee, and Contractor's Warranty are provided in the contract forms.

In the event that the Contractor shall comprise two or more members, corporations acting in partnership, joint venture, consortium or otherwise each such member or corporation shall submit a parent company Undertaking and Guarantee.

Contractor's Representative

4.3

The contractor shall appoint the Contractor's Representative and shall give him/her all authority necessary to act on the Contractor's behalf under the Contract, except another replacement of the Contractor's Representative.

The Contractor's Representative shall be qualified, experienced and competent in the main engineering discipline applicable to the works and fluent in English language.

Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 14 days of signing the 'Contract Agreement', submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior consent of the Engineer and appoint a replacement (unless the Contractor's Representative is unable to act as a result of death, illness, disability or resignation) The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing the preparation of the Construction and/or Manufacture Documents and the execution of the Works. The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be temporarily absent from the Site during execution of works, a suitable replacement person shall be appointed, with prior consent of Engineer.

Failure on part of the Contractor to comply with these provisions shall constitute a breach of Contract leading to action under Sub Clause no. 13.2.

The Contractor's Representative may delegate any of his powers, functions and authorities to any competent person, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the Engineer has given prior consent thereto. The Contractor's Representative and such persons shall be fluent in the language of day-to-day communication and the Contractor shall be bound by and fully liable for the acts or omissions of the Contractor's Representatives or any of his employees and/or delegates, agents or nominees.

Facilities for and Co-ordination with Others.

4.4

The Contractor shall not impede and shall afford all necessary facilities, access and/or services to the Employer, Engineer, Designated Contractors, utility undertakings, other relevant authorities and other contractors (whether employed by the Employer or not) who are carrying out on, or in the vicinity of, the Site, works not included in the Contract but forming part of the Project:

- a The Contractor shall take all reasonable steps to ensure that the Works are co-ordinated and integrated with the Design, manufacture, installation execution and testing of such other works and shall in particular (but without limitation):
 - (i) comply with any direction which the Engineer may give for the integration of the Design with the design of any other part of the Project;
 - (ii) consult, liaise and co-operate with those responsible for carrying out such other works, including where necessary, in the preparation of the respective designs, the preparation of co-ordinated programmes, method statements, co-ordination drawings and specifications together with arrangements of service priorities and zoning;

- iii) Subjected to the applicability of the Clause 7.12, Contractor shall participate in integrated testing and commissioning of the system with designated contractors and demonstrate to the Engineer's satisfaction that the Works have been designed and constructed in a manner compatible with the works of other designated contractors.
- b) The Contractor shall undertake Design co-ordination with other contractors who are carrying out works forming part of the Project as described in the Employer's Requirements. At the end of each such co-ordination period, the Contractor and the other contractor with whose works the interface period refers shall jointly state in writing that their design co-ordination activities are complete and that their respective designs are integrated and can be finalised without interference with each other's designs or the designs with which their designs have already been integrated. A copy of this joint written statement shall be provided to the Engineer within 7 days of the end of the said design co-ordination period. Unless and until copies of all relevant and necessary design co-ordination statements have been submitted to the Engineer, the Engineer shall be entitled to suspend any review or further review of the Contractor's or the other contractor's design submissions. Such suspension shall not be grounds for the Contractor to claim nor shall be entitled to receive an extension of time or additional payments.
- c) The Contractor shall share within the Site, staging, storage and unloading areas for the use of Designated Contractors, if any, who are undertaking civil work, fare collection system, supply, testing and commissioning of Rolling Stock, escalators, lifts, signalling and telecommunications and traction power installation works, etc. Separate locations shall be provided for each such contractor. The exact size and location of these staging, storage and unloading areas, and the commencement date shall be co-ordinated and agreed during the design interface period with each Designated Contractor.
- d) Any other contract which depends for its execution on the Contract or upon which the Contract is dependent for its own execution shall be identified by the Engineer as a "Designated Contract". The Contractor shall provide attendance on Designated Contractors in accordance with the Employer's Requirements and as instructed by the Engineer. The identity of the contractor for a Designated Contract may not be known before the execution of the Contract but this shall not be a ground for the Contractor to object to the subsequent appointment of a Designated Contractor.
- e) The Contractor shall in accordance with the requirements of the Engineer co-ordinate his own Works with that of Designated Contractors through Co-ordinated Installation Programme (CIP) stated in the Employer's Requirements, or as the Engineer may require, and shall afford the Designated Contractors all reasonable opportunities for carrying out their works.
- f) The Contractor shall afford all reasonable opportunities, for carrying out their work, to other contractors employed by the Employer and their workmen respectively and the workmen of the Employer who may be engaged on or near the Site of any work, ancillary to the Works, but, not included in the Contract and shall not cause them inconvenience.
- g) If the Contractor shall suffer delay by reason of failure by any Designated Contractor to meet the specified installation interfacing and co-ordination, completion dates, which delay shall be caused otherwise than by fault of the Contractor, or, if compliance with sub-clause (f) herein shall involve the Contractor in delay beyond that which could be reasonably foreseen by an experienced contractor at the time of tender, then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under the Contract.

- h It shall be the responsibility of the Contractor to ensure that the full extent of the Works under the Contract and the works to be carried out by Designated Contractors within the Works or, in, on, under, through and over the Site are co-ordinated and integrated in their design, manufacture, installation and construction. Such responsibility shall neither be mitigated nor in any other way affected by virtue of similar responsibilities being placed on other contractors.

The Contractor shall be deemed to have made adequate allowance in the Contract Price and in the Works Programme in respect of these obligations.

If any act or omission of the Contractor whether directly or indirectly results in the delay in the execution of the works of a Designated Contractor, the Contractor, in addition to his liability in respect of Liquidated damages if they become due, shall pay to the Employer, or the Engineer may deduct from Interim Payment Certificates such amount as the Engineer shall have certified in respect of additional payments or costs to the Designated Contractor in respect of such delay.

Sub-Contractors

4.5

The Contractor may sub-contract works only with prior consent of Engineer/Employer and limited to the value as stated in 'contract data.

4.5.1 The Contractor shall not subcontract any part of works for which subcontracting is not permitted as stated in Contract Data.

4.5.2 Unless otherwise stated in the Special Conditions of Contract.

- a) the Contractor shall not be required to obtain consent for purchases of Materials which are in accordance with the standards specified in the Contract or provisions of labour or for the sub-contracts for which the Sub-contractor is named in the Contract;
- b) the prior consent of the Engineer shall be obtained for other proposed Sub-contractors;
- c) not less than 28 days before the intended date of each Sub-contractor commencing work, the Contractor shall notify the Engineer of such intention; and the Contractor shall give fair and reasonable opportunity for contractors in India to be appointed as Sub-contractors.

4.5.3 The Contractor shall be responsible for observance by all Sub-contractors of all the provisions of the Contract. The Contractor shall be responsible for the acts or defaults of any Sub-contractor, his representatives or employees, as fully as if they were the acts or defaults of the Contractor, his representatives or employees and nothing contained in above Sub-clause (a) shall constitute a waiver of the Contractor's obligations under this contract. The Contractor shall provide to the Engineer the details of subcontracts upon request of the Engineer. The Contractor shall Endeavour to resolve all matters and payments amicably and speedily with the sub-contractors.

In the event of contractor's default for payment to any of the sub-contractors or Vendors of any tier engaged by him for carrying out of this Contract, the Employer shall reserve the right to make payment to such affected subcontractors or vendors on behalf of contractor and further employer may engage the same subcontractor or vendor on behalf of contractor and make payment directly to complete that part of the work and any sums so paid including interest shall be debited to the Contractor's account.

4.5.4 The Contractor shall ensure that their Sub-contractors, material/equipment suppliers, Consultants and other agencies deployed by them in connection with execution of the Contract do not make any claim or raise any dispute before BMRCL. For this, necessary provision is to be made in the agreement between Contractor and their Sub-contractors/Consultants/other Agencies Similarly the agreement should also incorporate the provision of Dispute Resolution. An undertaking in the format provided in contract forms shall be submitted by Contractor in respect of each such agency:

4.5.5 A copy of the contract between the Contractor and Sub-Contractor shall be given to the Engineer and the Contractor shall not make any modifications without the Engineer's prior written consent. The terms and conditions of subcontracts, including payments to subcontractors, shall be the sole responsibility of the Contractor, and such payments shall be deemed included in the Contract Price. The Contractor shall obtain the Employer's prior written consent to the identity of the subcontractor, which shall be granted after the Employer assesses and satisfies itself regarding the subcontractor's capability, experience, and equipment resources. The Engineer's decision in this regard shall be final and binding. The Contractor shall provide sufficient superintendence to ensure that work carried out by subcontractors complies with the Contract requirements

4.5.6 Engineer's decision to define whether the party is subcontractor or not shall be final and binding on the Contractor.

Employer reserves the right to have access to the agreement/MOU between the contractor and the sub-contractor and demand a copy of the same for records.

The proposed sub-contract terms and conditions shall impose on the sub-contractor such terms of the Contract as are applicable and appropriate to the part of the Works to be sub-contracted, to enable the Contractor to comply with his obligations under the Contract.

4.5.7 Notwithstanding any consent to sub-contract given by the Engineer, if in his opinion he considers it necessary, the Engineer shall have full power to order the removal of any sub-contractor from the Site or off-Site place of manufacture or storage, which power shall not be exercised unreasonably.

Provided further that in the event of poor/unsatisfactory performance of subcontractor in terms of quality, progress, poor workmanship, adherence to safety norms the Engineer may order for removal of such subcontractor from the site of work. The Contractor shall demobilize/remove such subcontractor within 10 days from the receipt of such instructions from the Engineer.

Assignment of Contractor's and Sub-contractor's Obligations

4.6 The Contractor shall not assign a right or benefit under the Contract without first obtaining Employer's prior written consent, otherwise than by:

- a. a charge in favour of the Contractor's bankers of any money due or to become due under the Contract, or
- b. Assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable.

If a Subcontractor's obligations extend beyond the expiry date of Defects Liability Period, then the Contractor shall assign the benefits of such obligations to the Employer.

In the event that a sub-contractor of any tier provides to the Contractor or any other sub-contractor a warranty in respect of Plant, Materials or services supplied in connection with the Works, or undertakes a continuing obligation of any nature whatsoever in relation to such Plant, Materials or services (including without limitation an obligation to maintain stocks of spare parts) extending for a period exceeding that of the Defects Liability Period or where there is more than one Defects Liability Period exceeding that of the latest Defects Liability Period, and if the Engineer so directs in writing within 21 days of the expiry of the Defects Liability Period or the latest Defects Liability Period (as the case may be), the Contractor shall immediately assign or obtain the assignment of the benefit of such warranty or obligation to the Employer or at the direction of the Employer, to any third party referred to in Sub-Clause 2.4.

Compensation for Breach

4.7 Any breach of Sub-clauses 4.5 to 4.6 shall entitle the Employer to rescind the Contract under Sub-Clause 13.2 and render the Contractor liable for any loss or damage arising from such termination

Setting Out

4.8

Accurate Setting Out	4.8.1	<p>The Contractor shall be responsible for</p> <ul style="list-style-type: none"> (a) the accurate setting out of the Works in relation to the original points, lines and levels of reference given in the documents provided by the Engineer in writing. (b) the correctness of position, levels, dimensions and alignments of all parts of the Works (c) the provisions of all necessary instruments, equipment, apparatus and labour in connection with the foregoing responsibilities (d) Carefully protecting and preserving all bench marks, sight rails, pegs and other things used in setting out the Works <p>The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy or correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting out the Works.</p>
Errors in Setting out	4.8.2	<p>If at any time during the execution of the Work, an error appears in the positions, levels, dimensions or alignment of any part of the Works, the Contractor on being required to do so by the Engineer shall, at Contractor's cost, rectify such error to the satisfaction of the Engineer.</p>
Site Data	4.9	<p>The Employer shall have made available to the Contractor with the Tender documents such relevant data in Employer's possession on Geo technical data and sub-surface conditions. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by the Employer or Engineer is not warranted with respect to the viability of his Design and execution of Works and the Contractor shall be responsible for interpreting all such data any error, discrepancies. The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in Employer's data at any stage will not constitute ground for any claim for extra time and costs.</p> <p>The Contractor shall not be relieved from any risk or obligation imposed on or undertaken by him under the Contract on any such ground or on the ground that he did not or could not foresee any matter which may affect or have affected the execution of the Works, or compliance with his other obligations under the Contract.</p> <p>The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works.</p> <p>The Contractor shall also be deemed to have inspected and examined the Site, its surroundings, the above data and other available information with respect to the viability of his Design and execution of Works and to have satisfied himself before submitting the Tender, as to all the relevant matters including without limitation:</p> <ul style="list-style-type: none"> (a) the form and nature of the Site, including the sub-surface conditions; (b) the hydrological and climatic conditions; (c) the extent and nature of the work, Plant, and Materials necessary for the execution and completion of the Works and the remedying of any defects; (d) the applicable laws, procedures and labour practices (e) The Contractor's requirement for access, accommodation, facilities, personnel, power, transport and other services. (f) the risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk.
Sufficiency of accepted Contract Amount	4.10	<p>The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for the proper design, execution and completion of the Works, testing and commissioning and remedying of any defects.</p>
Access Route	4.11	<p>The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall (as between the Parties) be responsible for the maintenance of access routes. The Contractor shall provide at his cost signs or directions, which he may consider</p>

necessary or as instructed by Engineer for the guidance of his staff, labour and others. The Contractor shall obtain any permission concessions and related easement right that may be required from the relevant authorities for the use of such routes, signs and directions.

The Contractor shall select routes, choose and use vehicles so that movement of Contractor's Equipment, Plant and Materials from and to the Site is limited so that traffic is not delayed and damage to highways and bridges is prevented. If there is any delay or damage or injury, the cost of rectification or reconstruction of highways or bridges shall be borne by the Contractor. In case of claim arising of the execution of work from any aggrieved party, the Contractor shall immediately report the facts to the Engineer and negotiate a settlement. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.

The Employer will not be responsible for any claims which may arise from the use or otherwise of any access route. The Employer does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route.

Avoidance of Interference 4.11.1

All operations for the execution of the Works shall be carried out so as not to interfere unnecessarily with the convenience of the public or the access to public or private roads or footpaths or properties owned by the Employer or by any other person.

Rights of way and Facilities 4.12

The Employer will acquire and provide land for Permanent Works and right of way (within BMRCL's land) for access thereto over routes established by the Contractor. The Contractor shall bear all cost and charges for special or temporary rights of way which he may require including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facility outside the Site which he may require for the purpose of the Works. The Employer reserves the right to make use of these service roads/rights of way for itself or for other contractors working in the area, as and when necessary without any payment to the Contractor.

Programmes 4.13

The Contractor shall submit an Initial programme to the Engineer after receipt of the Letter of Acceptance but not later than 28 days from the date of receipt of Letter of Acceptance. The Contractor shall also submit a revised programme whenever the Engineer finds that the previous programme is inconsistent with actual progress.

Each programme shall include the following:

- a the order in which the Contractor proposes to carry out the Works (including each stage of Design, procurement, manufacture, delivery to Site, construction, erection, testing and commissioning),
- b all major events and activities in the progress of Construction or Manufacture /Documents; and
- c The sequence of all tests specified in the Contract and Commissioning.
- d Requirement of funds, month wise.

Unless otherwise stated in the Contract, the programmes shall be developed using precedence networking techniques, showing early start, late start, early finish and late finish dates.

No significant alteration to the programmes, or to such arrangements and methods, shall be made without obtaining consent of the Engineer. If the progress of the Works does not conform to the programmes, the Engineer may instruct the Contractor to revise the programmes, showing the modifications necessary to achieve completion within the Time period for Completion.

The Engineer shall inform the Contractor in writing within 21 days after receipt of the above information;

- (a) That the programme has received his consent; or
- (b) That the programme is rejected, in which case reasons for such rejection shall be given; or

- (c) That further information is required to clarify or substantiate the programme or to satisfy the Engineer as to its reasonableness, or
- (d) That the programme has received his consent subject to incorporation of comments attached to the Notice of No Objection. Provided that if none of the above actions is taken within a 30-day period, the Engineer shall be deemed to have given consent to the programme submitted.

The Contractor shall, within 21 days of receiving notification under sub-paragraphs (c) or (d) above, provide further information requested or the programme shall be deemed to have been rejected. The Engineer shall, within 21 days of receipt of such further information, either reject the programme or give his consent.

In the event of a programme being rejected, or deemed to have been rejected, the Contractor shall, within 21 days thereafter, submit a revised programme taking account of the reasons given for the rejection or incorporating further information requested by the Engineer, as the case may be.

The Contractor, following receipt of consent to the Works Programme, may at any time, submit to the Engineer an amended version. In the event that the Engineer grants an extension of time, instructs an Employer's Variation, or on the occurrence of any event or happening or situation, which could materially affect the progress of the Works, the Contractor shall submit a revised programme to the Engineer for his consent.

If the Engineer feels that there is a significant deviation between the actual or anticipated progress of the Works and the Works programme, the Engineer may require the Contractor to submit a revised/modified programme to ensure timely completion of Whole of Works or a Key Date. The Contractor shall submit such revised programme within 14 days of the Engineer's instruction or within such other time as the Engineer will allow in writing.

Unless and until an amended version has the consent of the Engineer, the existing programme shall remain as the Works Programme for all purposes of the Contract.

Consent by the Engineer to a Works Programme shall not relieve the Contractor of any of his duties or responsibilities under the Contract, nor in the event that a Works Programme indicates that a Key Date has not or will not be met, constitute any form of acknowledgement that the Contractor is or may be entitled to an extension of time in relation to such Key Date.

Progress Reports	4.14	The Contractor shall submit to the Engineer by the end of each calendar month his Monthly Progress Report which shall, amongst other things, highlight actual or potential departures from the Works Programmes and/or the Design Submission Programme and state the measures which the Contractor proposes to take in order to make good or reduce any delay.
-------------------------	-------------	--

If requested by the Engineer, the Contractor shall submit to the Engineer, at weekly intervals, a written report as to the progress of off-Site manufacture of Plant, and Materials.

The Contractor shall also submit to the Engineer such other reports as may reasonably be required by him or any relevant authority or public body.

The progress reports shall conform to the Employer's Requirements.

Contractor's Equipment	4.15	
	4.15.1	The contractor shall have to arrange plant & equipment required for execution as stipulated in Employer Requirement & Technical Specifications, completion or maintenance of the works within the Scope of Work. The following conditions regarding use of equipment in works shall be satisfied:

The Contractor shall be required to give a trial run of the equipment on works intended to use, for establishing their capability to achieve the laid down / claimed specifications, tolerances and production output to the entire satisfaction of Engineer before commencement of work.

All plants / equipment deployed on the work shall be of proven efficiency and shall be operated and maintained at all times in a manner prescribed by the manufacturer and / or acceptable to the Engineer.

All plants / equipment to be deployed on the work shall carry designated authority certificate. Where not specified, it shall have third party safety certificate for the safe working of the equipment and shall be renewed after every 3 months. This certificate shall be produced to the Engineer as and when required.

All the construction plant shall be provided with the experienced operators having valid license issued by the competent authority.
Any material or equipment not meeting the approval of the Engineer shall be removed from the site immediately.

All Contractor's Equipment and Temporary Works provided by the Contractor shall, when brought on to the site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent in writing of the Engineer. Such consent shall not be unreasonably withheld or delayed.

- 4.15.2** Upon completion of the Works the Contractor shall remove from the Site all the said Contractor's Equipment, Temporary works and his unused materials.
- 4.15.3** The Employer shall not at any time be liable for the loss or damage to any of the Contractor's Equipment, Temporary Works or materials save as mentioned in Clause 14.1
- 4.15.4** In respect of any Contractor's Equipment which the Contractor shall have imported for the purpose of the Works, the Employer may assist the Contractor, where required, in procuring any necessary Government consent for re-export of the same after the completion of the Works.
- 4.15.5** The Employer may assist (but is not obliged to) the Contractor, where required, in obtaining clearance through the Customs of Contractor's Equipment, materials and other things required for the Works.

- Safety of Works 4.16** The Contractor shall throughout the execution of the Works including carrying out of any testing, commissioning or remedying of any defect:
- a. takes full responsibility for the adequacy, stability, safety and security of the Works, Plant, Contractor's, Temporary Works, operations on Site and methods of manufacture, installation, construction and transportation;
 - b. have full regard for the safety of all persons on or in the vicinity of the Site (including without limitation persons to whom access to the Site has been allowed by the Contractor), comply with all relevant safety regulations, including provision of safety gear, and insofar as the Contractor is in occupation or otherwise is using areas of the Site, keep the Site and the Works (so far as the same are not completed and occupied by the Employer) in an orderly state appropriate to the avoidance of injury to all persons and shall keep the Employer indemnified against all injuries to such persons.
 - c. provides and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or required by the Engineer or by laws or by any relevant authority for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site; and
 - d. where any work would otherwise be carried out in darkness, ensure that all parts of the Site where work is being carried out are so lighted as to ensure the safety of all persons on or in the vicinity of the Site and of such work.
- 4.16.1** Contractor is required to take note of all the necessary provisions in Employer's Safety, Health and Environment Manual (SHE Manual) and the Contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In the case, the Contractor fails in the above; the Employer may provide the necessary arrangements and recover the costs from the Contractor.
 - 4.16.2** Within stipulated time as mentioned in 'contract data', the Contractor shall submit a detailed and comprehensive contract-specific Site Safety Plan based on the Employer's Safety, Health and Environmental Manual (SHE Manual).

The Contractor is required to make himself aware of all the requirements of the Employer's Safety, Health and Environmental Manual in this regard and comply with them. The Site Safety Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance with this Sub-Clause.

The Contractor shall, from time to time and as necessary or required by the Engineer, produce supplements to the Site Safety Plan such that it is at all times a detailed, comprehensive and contemporaneous statement by the Contractor of his site safety and industrial health obligations, responsibilities, policies and procedures (under the laws of India) or as stated in the Contract or elsewhere relating to work on Site.

If at any time the Site Safety Plan is, in the opinion of the Engineer, insufficient or requires revision or modification to ensure the security of the Works and the safety of all workmen upon, and visitors to the Site, the Engineer may instruct the Contractor to revise the Site Safety Plan. The Contractor shall, within 14 days, submit the revised plan to the Engineer for review.

Any omission, inconsistency or error in the Site Safety Plan or the Engineer concurrence or rejection of the Site Safety Plan and/or supplements thereto shall be without prejudice to the Contractor's obligations with respect to site safety and industrial health and shall not excuse any failure by the Contractor to adopt proper and recognised safety practices throughout the execution of the Works.

The Contractor shall adhere to the Site Safety Plan and shall ensure that all sub-contractors of all tiers have a copy of the Site Safety Plan and comply with its provisions.

The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to carry out surveillance to verify that the Site Safety Plan is being properly and fully implemented.

The contractor shall have full regard for the safety of works (till it is handed over to the Employer), adjoining properties and all persons on/ or in the vicinity of the site (including without limiting to the persons to whom the access has been allowed by the contractor), existing utilities etc. and comply with all the relevant safety regulations as appropriate or as directed by Engineer.

He shall be responsible for accidents, injury, damage to properties, loss of life / time etc. whatsoever may be the cause in connection with or as a result of execution of the work until they are taken over by the Employer even though all reasonable and proper precautions may have been taken by him. Such cost, loss or damage or compensation (including that payable under the provisions of Workmen's Compensation Act or any statutory amendment thereof) to any person or persons including third party sustaining damage as omission on part of the contractor is to be borne by the contractor and he shall keep the Employer / Engineer indemnified against the same.

The Contractor shall notify the Engineer immediately of any occurrence or incident that results in death or serious injury as defined in the Indian Penal Code. Such initial notification may be verbal and confirmed in writing thereafter and shall be followed by a comprehensive written report within 24 hours of the occurrence/incident. The Contractor shall duly complete standard forms as required by the Engineer and Statutory Authorities.

The Contractor shall provide and maintain all necessary temporary fire protection and firefighting facilities on the Site during the construction of the Works in accordance with the statutory regulations and as required by the Engineer. The Contractor shall ensure that all gases, fuels and other dangerous Materials and goods are stored and handled in a safe manner and in accordance with the statutory regulations and as required by the Engineer.

The obligations and requirements for safety and industrial health under this Contract are entirely without prejudice to, and do not derogate from, the Contractor's statutory obligations, with respect to safety and industrial health.

First aid Base

The Contractor shall provide a First Aid Base at his principal Works Area/ Construction Depot, suitable medical facilities for Workmen's Camps, suitable and sufficient first aid boxes at worksites for the Contractor's workforce and his Sub-contractors' workforce as further described in the Employer's Requirements.

Protection of the Environment	4.17	<p>The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values indicated in the Employer's Requirements & Technical specifications, and shall not exceed the values prescribed by law. The Contractor shall conform to the Employer's Requirements & Technical specifications and shall indemnify the Employer against any liability or damages or claims arising out of his operations. The Contractor shall be responsible and liable for any stoppage, closure or suspension of the works due to any contravention of statutory requirements relating to the protection of the environment and shall indemnify and keep indemnified the Employer in this regard.</p> <p>Outline Environmental Plan means the environmental plan forming part of the Tender, setting out, in summary form, the Contractor's proposed means of complying with his obligations in relation to environmental quality. Site Environmental Plan means the site environmental plan including all supplements thereto, or any amended or varied version thereof, as submitted by the Contractor in accordance with Employer's Safety, Health and Environmental Manual (SHE Manual), this Clause and which has received the Engineer's consent. The Site Environmental Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance with this Clause. The Contractor is required to make himself aware of all the requirements of the Employer's SHE Manual in this regard and comply with them.</p> <p>The Contractor's Site Environmental Plan shall be developed from his Employer's Safety, Health and Environmental Manual (SHE Manual), as per the Employer's Requirements.</p> <p>Within stipulated time as mentioned in 'contract data', the Contractor shall submit a detailed and comprehensive Site Environmental Plan based on the Employer's Safety, Health and Environmental Manual (SHE Manual), and shall include such further material, which the Contractor considers necessary and relevant.</p>
	4.17.1	<p>Upon the Engineer notifying his consent to the Site Environmental Plan, or any supplemental part thereof, the Contractor shall adhere to the principles and procedures contained in such document save to the extent that the Engineer may give his consent to any amended or varied version thereof.</p> <p>The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to monitor and conduct tests to verify that the Site Environmental Plan is being properly and fully implemented.</p>
Electricity, Water and Gas	4.18	<p>The Contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water, electricity or gas for the Works. The Employer where feasible may at his discretion assist the Contractor in giving recommendatory letters etc.</p>
Tools, Plants And Equipment Supplied By The Employer	4.19	<p>Except for any specific item mentioned in the Special Conditions of Contract or in Employer's Requirements, the Contractor shall provide all tools, plants and Equipment committed to be provided by the Employer under terms and conditions specified in the Special Conditions of Contract, the Contractor shall take all reasonable care and shall be responsible for all damages or loss caused by him, his representatives, sub-contractors or his workmen or others while they are in his charge.</p> <p>No tools, plant and equipment shall be supplied by the Employer. Unless specifically incorporated in special conditions, the Contractor has to arrange all tools, plant, equipment required for the work.</p> <p>On completion of the Works, the Contractor shall hand over the unused balance of the tools, plants and Equipment supplied by the Employer to the Employer back in good order and repair, fair wear and tear expected, and shall be responsible for any failure to account for the same or any damage done thereto.</p> <p>The decision of the Engineer as to the amount recoverable from the Contractor on this account shall be final and binding.</p>
Employer's Materials	4.20	<p>Except for items mentioned in the Special Conditions of Contract, the Contractor shall provide all materials for the Works. Material if any, to be provided by</p>

		Employer will be done only in a phased manner as per pre-approved program, against an e-Bank Guarantee/ Insurance Surety Bond for the value of the Material and at terms and conditions for issue, upkeep, usage, return and recovery of such Materials as specified in Special Conditions of Contract.
Sheds, Stores, Yards	4.21	It shall be the responsibility of the Contractor to provide at his own expense the required sheds, store houses, and yards for both Permanent and Temporary Works and provide free access to the Engineer and the Engineer's Representative who will have right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the Works.
Temporary Works	4.22	<p>The Contractor's proposals for erection of all ancillary and temporary works shall be in conformity with the proposals submitted along with the Tender and modifications thereto as approved by Engineer.</p> <p>The Contractor shall submit drawings, supporting design calculations of Temporary works, where called for by the Engineer and other relevant details of all such works to the Engineer for approval at least one month before he desires to commence such works. Approval by the Engineer of any such proposal shall not relieve the Contractor of his responsibility for sufficiency of such works.</p> <p>All temporary works necessary for the proper execution of the Works shall be provided and maintained by the Contractor at his cost (unless otherwise provided in tender document) and subject to the consent of the Engineer shall be removed by Contractor at his own expense when they are no longer required and in such manner as the Engineer shall direct. In case the Contractor fails to remove the temporary works on completion the Engineer is authorized to get the same removed and recover the cost thereof from the Contractor.</p>
Unforeseeable Physical Conditions	4.23	<p>In this Clause "physical conditions" means natural physical conditions, which the Contractor encounters at Site while executing the Works excluding climatic conditions.</p> <p>If, during the execution of the Works, the Contractor shall encounter physical conditions, which, in his opinion, could not have been reasonably foreseen by an experienced Contractor, the Contractor shall forthwith give written notice thereof to the Engineer and if, in the opinion of the Engineer, such conditions could not have been reasonably foreseen by an experienced Contractor, then the Engineer shall certify and the Employer shall pay reasonable additional cost to which the Contractor shall have been put by reason of such conditions in the following cases:</p> <ol style="list-style-type: none"> for complying with any instruction which the Engineer may issue to the Contractor in connection therewith, and for any proper and reasonable measures approved by the Engineer which the Contractor may take in the absence of specific instructions from the Engineer, as a result of such conditions or obstructions being encountered. <p>The decision of the Engineer as to the additional cost shall be final and binding.</p>
Access for Engineer	4.24	The Contractor shall allow at all times the Engineer or the Engineer's assistant or any other person authorised by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the Works. The Contractor shall ensure that sub contracts if any shall contain provisions entitling the Engineer or any person authorised by him to have such access.
Access Road and Way Leaves	4.25	<p>Providing access roads/ way leaves to the site will be Contractor's responsibility. The Contractor shall pay the statutory vehicle license and permit fees for use of public roads. The Contractor's heavy construction or tracked equipment shall not travel on any public road or bridge, unless the Contractor has made arrangements with the authority concerned and has obtained the approval of the Engineer to such arrangements.</p> <p>The Contractor shall repair any damage to the road or bear the cost thereof due to movement of contractor's plants and equipment, vehicles etc. to the specifications and satisfaction of road authorities as well as of Engineer.</p> <p>The Contractor shall plan transportation of construction materials to work site in accordance with traffic regulations enforced by local traffic authorities from time to</p>

time and in such a way that congestion on the roads and road accidents are avoided. The Contractor should study this aspect thoroughly before quoting for the work.

**Contractor to
keep Site Clear** **4.26**

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

On completion of the works, the Contractor shall clear away and remove from site all Constructional Plant, surplus material and Temporary Works. He should leave the whole of the site and Works in a clean, tidy and workman like condition to the satisfaction of the Engineer.

On completion of Work the Contractor shall also clear away the labour camps, hutments and other related installations and restore the land to its original condition to the satisfaction of the Engineer within 45 days of the physical completion of Work. The cost on account of delay in return of land and reinstatement of original condition within the stipulated time as determined by Engineer will be recovered from the Contractor's dues.

All garbage shall be removed from site daily or as they accumulate. All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance. No extra payment shall be made on this account.

No final payment in settlement of the accounts for Works shall be made till, in addition to any other condition necessary for such final payment, site clearance and clearances of labour camps etc. shall have been effected by him. Such clearance may be made by the Engineer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the Engineer. All expenses on such removal / clearance shall be debitable to the Contractor as loans due from the Contractor to the Employer, and the Employer shall be competent to recover the same from Contractor's on-account or final bills, or from Performance Security amount or from any other amount payable to the Contractor in any other Contract.

**Security of the
Site** **4.27**

The Contractor shall take all measures necessary to ensure security, including exercising control over all persons and vehicles which are employed or engaged on the Site or in connection with the Works or the other works comprising the Project and with the security arrangements applicable to any other site within the Project.

The Contractor shall arrange the issue of passes for the admission of all persons and vehicles to the Site or to any part thereof and may refuse admission to or remove from the Site any person or vehicle failing to show an appropriate pass on demand to any duly authorized person.

If required by the Engineer, the Contractor shall submit a list identifying all persons to whom passes have been issued together with two photographs of each person and all entities to which a pass has been issued in respect of any vehicle and shall satisfy the Engineer of the bonafides of any such person or entity.

The Contractor shall not, without the written permission of the Engineer or otherwise in accordance with the Contract, allow access to the Site to any person unless the presence on Site of such person is necessary in connection with the execution of the Works or with the discharge of the duties of any relevant authority.

The Contractor shall be wholly responsible for security of site and Works. The Contractor shall follow relevant Safety and Security instructions issued by the concerned Authorities from time to time and shall work in close coordination with the concerned Authorities.

**Contractor's
Operations on
Site** **4.28**

The Contractor shall confine his operations to the Site, and to any additional area which may be provided to the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep his personnel and equipment within the Site and such additional areas, and to keep and prohibit them from encroaching on adjacent land.

The Contractor, after obtaining any necessary consent from any relevant authority, shall submit to the Engineer proposals showing the layout of pedestrian routes, lighting, signs, and guarding any road opening or traffic diversion which may be required in connection with the execution of the Works and which the Contractor intends to construct. Any consent given by the Engineer to such proposals shall not relieve the Contractor of any obligation under the Contract or absolve the Contractor from any liability for or arising from such proposals or the implementation thereof.

All lights provided by the Contractor shall be so placed or screened as not to interfere with signs, signals or lights. The Contractor shall not in any way obscure or affect signs, signals or lights, in use by any relevant authority. In the event that the Contractor does so, the Contractor shall pay all costs associated with the re-fitting, re-instating or provision of alternatives for any sign, signal or light, obscured or affected.

For the purposes of this Clause only, "Site" shall include off-Site places of manufacture or storage and the Contractor's Work Areas and shall include, areas provided to the Contractor by others.

**Discoveries of
Archaeological
and Geological
value.**

4.29

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest, in addition to oil and other minerals discovered on the Site shall be the absolute property of the Government of India and the Contractor shall take all the necessary precautions to prevent its workmen or its sub-contractors' workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof, acquaint the Engineer of such discovery and carry out the instructions of the Engineer.

Publicity

4. 30

The Contractor shall not publish or otherwise circulate alone or in conjunction with any other person, any articles, photographs or other materials relating to the Contract, the Site, the Works, the Project or any part thereof, nor impart to the press, or any radio or television network any information relating thereto, nor allow any representative of the media access to the Site, Contractor's Works Areas, or off-Site place of manufacture, or storage except with the permission, in writing, of the Employer. The Contractor shall ensure that his sub-contractors of any tier shall be bound by a like obligation and shall, if so required by the Employer, enforce the same at his own expense. The provisions of this Sub-Clause shall not exempt the Contractor from complying with any statutory provision in regard to the taking and publication of photographs.

**Disclosure of
Relationship**

4.31

If the Contractor or any partner of the Contractor or Director of the Contractor's company is closely related to any of the Officers of the Employer or the Engineer, or alternatively, if any close relative of an officer of the Employer or the Engineer has financial interest / stake in the Contractor's firm, the same shall be disclosed by the Contractor at the time of filing his tender. Any failure to disclose the interest involved, shall entitle the Employer to rescind the Contract, without payment of any compensation to the Contractor. The Contractor shall note that he is prohibited from developing such interest during the Contract period.

**Use of
Explosives**

4.32

Explosives if required on the Work shall be used by Contractor only with prior Approval of the Engineer and in the manner and to the extent permitted by him. The explosives shall be handled, stored in a special magazine to be provided at the cost of the Contractor and used under the strict supervision of persons licensed for this purpose under the requisite statutory rules and regulations. The Contractor shall take all precautions in transporting and using the explosives and avoid damage to nearby structures and utilities. The Contractor shall be responsible for taking all the precautions in the usage of the explosives at Contractor's cost, sole risk and responsibility. The Contractor shall hold the Employer harmless and indemnify for the above.

**Prohibited
conduct**

4.33

4.33.1

The Employer requires that the Tenderers/Contractors observe the highest standards of ethics during Tendering and execution of this Contract and should not indulge in Prohibited conduct which includes 'corrupt practice' and 'fraudulent practice' defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to Employer, Engineer or any of their employees, influence in the procurement process or during Contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or during the execution of a Contract to the detriment of the Employer, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

In pursuance with this policy, the Employer:

- a. Will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer/Contractor has engaged in corrupt or fraudulent practices, and
- b. Will declare a Tenderer/Contractor ineligible, either indefinitely or for a minimum period of 2 years from the date of identification of such prohibited conduct, to be awarded a Contract/s if he at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.

Compensation to Contractor on rescission of Contract under this clause	4.33.2	In the event of rescission of Contract under Sub-clause 4.33.1, the Contractor shall not be entitled to any compensation whatsoever, except for the work done up to the date of rescission.
Quality Assurance	4.34	<p>Unless otherwise stated in Special Conditions of Contract and/or Employer's Requirement, the Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. Such system shall be in accordance with the details stated in the Contract. Compliance with the quality assurance system shall not relieve the Contractor of his duties, obligations or responsibilities.</p> <p>Details of all procedure and compliance documents shall be submitted to the Engineer for his consent before each execution stage is commenced.</p>
Confidentiality of Information	4.35	<p>The Contractor shall not use or divulge, except for the purpose of the Contract or with the written permission of the Employer, any information relating to the Works or the Project provided in the Contract or otherwise provided by the Employer, or the Engineer. The Contractor shall ensure that his sub-contractors of any tier shall be bound by a like confidentiality undertaking.</p> <p>The Employer and the Engineer and any third party to whom an assignment has been made in accordance with Sub-clause 2.4 may use any information provided by the Contractor in accordance with the Contract. The Employer shall use reasonable endeavors to ensure that the Engineer and any third party- referred to in aforesaid Sub-Clause 2.4 shall not, divulge such information except for any purpose connected with the Contract.</p>
	5	Design
		This clause under the head design are applicable only in "Design & build" contracts and in case of "Part Design & Build" Contracts, these are applicable only to the part of the contract in which the design is the responsibility of the contractor.
General Obligations	5.1	<p>The Contractor shall design and provide all necessary specifications for the Works in accordance with the site plans and Employer's requirements. Any design detail, plan, drawing, specifications, notes, annotations, and information required shall be provided in such sufficient format, details, extent, size and scale and within such time as may be required to ensure effective execution of Works and/or as otherwise required by the Engineer.</p> <p>The Contractor holds himself, and his designers as having the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer at all reasonable times during the Contract Period.</p>

The Contractor shall furnish Designer's Warranty in the format given in contract forms.

**Contractor's
warranty of
Design**

5.2

- a. The Contractor shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Contractor's proposal.
- b. The Contractor warrants that the Contractor's Proposals meet the Employer's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Employer's Requirements or any part thereof, the Contractor's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Contractor's own cost.
- c. The Contractor warrants that the Works have been or will be designed, manufactured, installed and otherwise constructed and to the highest standards available using proven up-to-date good practice
- d. The Contractor warrants that the Works will, when completed, comply with enactments and regulations relevant to the Works
- e. The Contractor warrants that the design of the Works and the manufacture of plant have taken or will have taken full account of the effects of the intended manufacturing and installation methods, Temporary Works and Contractor's Equipment
- f. The Contractor shall also provide a guarantee from the Designer for the design for suitability, adequacy, practicality of design for Employer's Requirements
- g. The Contractor shall indemnify the Employer against any damage, expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.
- h. The Contractor further specifies and is deemed to have checked and accepted full responsibility for the Contractor's Proposal and warrants absolutely that the same meets the Employer's Requirements:
- i. Notwithstanding that such design may be or have been prepared, developed or issued by the Employer, any of the Contractor's consultants, his sub-contractors and/or his qualified personnel/persons or cause to be prepared, developed or issued by others.
- ii. Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person.
- iii. Notwithstanding that the same have been accepted by the Engineer.

The Contractor shall be fully responsible for the Plants, Materials, goods, workmanship, preparing, developing and coordinating all design Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract's requirements.

Apart from the Contractor, the above warranty shall also be applicable for his designer. This warranty shall be a part of his sub contract with the designer and should be made available at the time of signing of the Agreement.

No claim for additional payment or extension of time shall be entertained and/or the Contractor shall not be relieved from any obligation/liability under the Contract, for any delay, suspension, impediment to or adverse effect upon the progress of the Works due to any mistake, inaccuracy, discrepancy or omission in or between the Contractor's, the Definitive Design and the final design, or any failure by the Contractor to prepare any Design Data or submit the same to the Engineer in due time and the Contractor shall promptly make good any such defect at his own cost.

**Construction
and/or
Manufacture
Documents**

5.3

The Manufacture Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, documents described in Sub Clause 5.6 (As Built Document). The Contractor shall prepare all Manufacture Documents in sufficient detail and shall also prepare any other document necessary to instruct the Contractor's personnel. The Engineer shall have the right to inspect the preparation of all these documents wherever they are being prepared.

Each of the Construction and/or Manufacture Documents shall, when considered ready for use, be submitted to the Engineer for pre-construction or pre-

manufacture review. This submittal shall be made sufficiently before the Works are to be carried out to give the Engineer and the Employer reasonable time to examine the drawings or other documents, to prepare comments and for any changes to be accommodated by the Contractor. Unless otherwise stated in Employer's Requirements, each review by the Engineer shall not exceed 21 days, calculated from the date on which the Engineer receives the Manufacture Document.

The Engineer may during the review period, give notice to the Contractor that a Manufacture Document fails (to the extent stated) to comply with the Employer's Requirements, it shall be rectified, resubmitted and reviewed (and if specified, approved) in accordance with this Sub-Clause, at the Contractor's cost.

For each part of the Works, and except to the extent that the prior consent of the Engineer shall have been obtained:

- (a) In the case of a Construction and/or Manufacture Document which has (as specified) been submitted for the Engineer's approval
 - (i) The Engineer shall give notice to the Contractor that the Construction and/or Manufacture Document is provided with no objection, with or without comments, or that it fails (to the extent stated) to comply with the Contract
 - (ii) Execution of such part of the Works shall not commence until the Engineer has provided with no objection the Construction and/or Manufacture Document; and
 - (iii) The Engineer shall be deemed to have provided with no objection to the Construction and/or Manufacture Document upon the expiry of the review periods for all the Construction and/or Manufacture Documents which are relevant to the Design and execution of such parts, unless the Engineer has previously notified otherwise in accordance with sub-paragraph (i)
- (b) construction and/or manufacture of such part of the Works shall not commence prior to the expiry of the review of the Construction and/or Manufacture Documents which are relevant to its Design and execution;
- (c) construction and/or manufacture shall be in accordance with such reviewed (and if specified, approved) Construction and/or Manufacture Documents; and
- (d) if the Contractor wishes to modify any Design or document which has previously been submitted for such pre-construction and/or pre-manufacture review, the Contractor shall immediately notify the Engineer, and based on Engineer's approval shall subsequently submit revised documents to the Engineer in accordance with the above procedure.

Within 14 days of notification of the Engineer's consent the Contractor shall provide the Engineer with the type and number of sets of the relevant drawings or documents as stipulated in the Employer's Requirement.

Should it be found at any time after notification of consent that the relevant drawings or documents do not comply with the Contract or do not agree with drawings or documents in relation to which the Engineer has previously notified his consent, the Contractor shall, at his own expense, make such alterations or additions as, in the opinion of the Engineer, are necessary to remedy such non-compliance or non-agreement and shall submit all such varied or amended drawings or documents for the consent of the Engineer.

If the Engineer instructs that further Construction and/or Manufacture Documents are necessary for carrying out the Works, the Contractor shall promptly and at Contractor's cost prepare such documents,

The Contractor shall submit complete documents and information pertaining to the methods of manufacture, installation and construction which the Contractor proposes to adopt or use, (and if applicable such calculations of stresses, strains and deflections and the like that will or may arise in the Works or to the other works comprising the Project or any parts thereof during installation from the use of such methods). The Engineer will then check to see whether, if such methods are adhered to, the Works can be executed in accordance with the Contract and without detriment to the Works (when completed) and to other works comprising the Project and in a manner which minimises disruption to road and pedestrian traffic.

The Engineer shall inform the Contractor in writing within 21 days after receipt of the above information;

- (a) That the Contractor's proposed methods of manufacture, installation and construction have the consent of the Engineer; or
- (b) In what respects, in the opinion of the Engineer the Contractor's proposed methods of manufacture, installation and construction:
 - (i) fail to comply with the Employer's Requirements and/or the Definitive Design and/or the Final Design;
 - (ii) would be detrimental to the Works and/or to the other works comprising the Project;
 - (iii) do not comply with the other requirements of the Contract; or
- (c) as to the further documents or information which are required to enable the Engineer to properly assess the proposed methods of manufacture, installation and construction.

In the event that the Engineer does not give his consent, the Contractor shall take such steps or make such changes in the said methods or supply such further documents or information as may be necessary to meet the Engineer's requirements and to obtain his consent. The Contractor shall not change the methods of manufacture, installation and construction which have received the Engineer's consent without further review and consent in writing of the Engineer. Notwithstanding the foregoing provisions of this Clause, or that certain of the Contractor's proposed methods of manufacture, installation and construction may be the subject of the consent of the Engineer, the Contractor shall not be relieved of any liability or obligation under the Contract.

No examination by the Engineer of the drawings or documents submitted by the Contractor, nor any consent of the Engineer in relation to the same, with or without amendment, shall absolve the Contractor from any of his obligations under the Contract or any liability for or arising from such drawings or documents.

Errors omissions, ambiguities, inconsistencies, inadequacies and other defects if found at any stage in construction or any operations manufacture documents, then shall be rectified by the Contractor at his own cost and any approval or consent or review (under this sub-clause or otherwise) by the Employer/Engineer of the Manufacture and Construction Documents under this Sub-clause shall not relieve the Contractor from any obligations or responsibility under the Contract.

The Operation and Maintenance Manuals and drawings submitted by the Contractor shall, if required, be updated by him during the Defects Liability Period and re-submitted for review by the Engineer.

In the case of submissions subsequent to the Definitive Design, the Design Data shall be in accordance with Employer's Requirements.

The Contractor shall submit to the Engineer all Design Data, together with the relevant Design Certificates certified by the Contractor, on or before the respective dates for submission shown on the Design Submission Programme or, as the case may be, the Works Programme. In the event that a re-submission of Design Data is required, such re-submission shall be made as soon as practicable after the receipt of the relevant statement of objections. All submissions of Design Data shall include the copies as stipulated in the Employer's Requirements.

Following receipt of a submission of Design Data the Engineer shall, within 28 days, return one copy of the Design Data to the Contractor, together with either a Notice of No Objection, or a statement of objections which shall identify the aspects of the Design Data which do not conform to the above requirements. If the Engineer returns any Design Data with a Notice of No Objection, the Contractor shall proceed with the Works in accordance with the Contract.

If the Engineer provides that revisions to a submission of Design Data are appropriate but that such revisions are of minor design significance, the Engineer may issue a Notice of No Objection subject to an appended schedule of comments identifying the relevant revisions. The Contractor shall revise such Design Data in accordance with such comments but shall not be obliged to re-submit such Design Data solely on account of such revisions.

If the Engineer returns any Design Data with a statement of objections the Contractor shall revise the Design Data to take account of the stated objections

		and re-submit such Design Data to the Engineer, together with new Design Certificates signed by the Designer and the Contractor. The issue of a Notice of No Objection in relation to any submission of Design Data shall be entirely without prejudice to the review of subsequent submissions of Design Data or to any subsequent request for a Contractor's Variation, and shall not bind or fetter the Engineer in any manner whatsoever when deciding whether or not to raise objections in relation to any subsequent submission of Design Data or when dealing with a subsequent request for a Contractor's Variation. Neither an objection raised to the Design Data nor revisions of minor design significance under this Clause will, under any circumstances, constitute an Employer's Variation
Technical Standards and Regulations	5.4	The Design, the Construction and/or Manufacture Documents, the execution and the completed Works (including remedying of defects therein) shall comply with the specifications, technical standards, building construction, safety and environmental regulations and other standards specified in the Employer's Requirements applicable to the Works or defined by the applicable laws and regulations.
Samples	5.5	The Contractor shall submit at his own cost the following samples and relevant information to the Engineer for pre-construction and/or pre-manufacture review in accordance with the procedure for Construction and/or Manufacture Documents described in Sub-Clause 5.3: a manufacturer's standard samples of Materials, b samples (if any) specified in the Employer's Requirements Each sample shall be labelled as to origin and intended use in the Works.
As-Built Drawings and Documents	5.6	The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact "as-built" locations, sizes and details of the Works as executed, with cross references to relevant specifications and data sheets. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause. Four copies shall be submitted to the Engineer prior to the commencement of the Tests on Completion. In addition, the Contractor shall prepare and submit to the Engineer "as-built drawings" of the Works, showing all Works as executed. The drawings shall be prepared as the Works proceed, and shall be submitted to the Engineer for his inspection. The Contractor shall obtain the consent of the Engineer as to their size, the referencing system, and other pertinent details. Prior to the issue of any Taking Over Certificate, the Contractor shall submit to the Engineer As-Built Drawings, endorsed by the Contractor to the Engineer for a Notice of No Objection in 4 sets of hard copy preferably in A3 size and also in electronic format using a commercially available CAD program and any further Construction and/or Manufacture Documents specified in the Employer's Requirements.
Operation and Maintenance Manuals	5.7	Prior to commencement of test on completion, the contractor shall prepare and submit to the Engineer, operation and maintenance manual in accordance with the Employer's Requirements and in sufficient details for the Employer to operate, maintain, dismantle reassemble, adjust and repair the works. The works shall not be considered to be completed for the purpose of taking over certificate under sub clause 9.1 until such operation and maintenance manual have been submitted to the Engineer and received his consent.
Intellectual Property Rights and Royalties	5.8	The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, the Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or the Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the

alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights.

The Contractor shall be promptly notified of any claim under this Sub- Clause made against the Employer. The Contractor shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation that may arise from it. The Employer or the Engineer shall not make any admission which might be prejudicial to the Contractor, unless the Contractor has failed to take over the conduct of the negotiations, litigation within a reasonable time after having been so requested. In the event of the Contractor failing to act at the Engineer's notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under this Contract or any other Contract.

Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the Employer, his successors and assignees a royalty-free, non-exclusive and irrevocable licence to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works) for the Employer's own use.

If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer and the Contractor shall grant to the Employer a non-exclusive irrevocable and royalty-free licence to use, repair, copy, modify, enhance, adapt and translate in any form such Software for Employer's own use.

If the Contractor uses proprietary software for the purpose of storing or utilising records the Contractor shall obtain at his own expense the grant of a licence or sub-licence to use such software in favour of the Employer and shall pay such licence fee or other payment as the grantor of such licence may require provided that the use of such software under the licence may be restricted to use relating to the Design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof.

The Contractor's permission referred to above shall be given, inter alia, to enable the Employer to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and documentation for a third party to undertake the performance of services for the Employer in respect of such programmes and documentation.

If any software is developed under the Contract or used by the Contractor for the purposes of storing or utilising records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the Employer (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute.

The Employer reserves the right to use other Software on or in connection with the Works.

6 Staff and Labour

Engagement of Staff and Labour 6.1

The Contractor shall make his own arrangements for the engagement of staff and labour at his own cost. The Contractor shall, if required by the Employer, deliver to the Engineer or to his office, a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor on the Site.

Rates of Wages and Conditions of Labour	6.2	<p>Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out.</p> <p>The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period no extra amount in this regard shall be payable to the Contractor, for whatsoever reason including any revision of rates payable to the labour due to revision of rates payable in Minimum Wages Act.</p> <p>Labour provided by the Contractor, either directly or through sub-contractors, for the exclusive use of the Employer or the Engineer, shall, for the purpose of this Sub-Clause, be deemed to be employed by the Contractor.</p> <p>In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub-contractors of any tier in and for carrying out of this Contract and if a claim there of is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the Contractor.</p>
Persons in the service/ retired of Employer/ Engineer	6.3	<p>a) The Contractor shall not recruit or attempt to recruit staff and labour from amongst the Employer and the Engineer's personnel during the Contract period.</p> <p>b) The Contractor either at the tendering stage or during construction stage will not employ any retired employee of Employer or Engineer of the Employer in any capacity unless such employee has completed at least two years post retirement period or has obtained the no-objection certificate from Employer for being employed with the Contractor. It will be responsibility of the Contractor to collect the Employer's no objection certification from such retired employee and submit the same back to the Employer.</p> <p>In case of non-compliance of above, in addition to any or several of the courses, referred in Sub-clauses 13.2.1 and 13.2.2 being adopted by the Employer the Contractor on Termination of the Contract for the aforesaid reasons will have no claim whatsoever against the Employer except for actual value of the Work executed till the time of Termination.</p>
Labour Laws	6.4	<p>In dealing with labour and employees, the Contractor and his Sub-Contractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of the labour in India.</p>
Working Hours	6.5	<p>The Contractor, generally will have to carry out work during night hours also and in shifts unless specifically provided otherwise in the Contract. No increase in rates or extra payments shall be admissible for night work. Wherever night working is carried out by Contractor, temporary lighting arrangements as per approved layout shall be provided, installed, maintained for the duration of the contract and removed after completion of work. Flashing lights to warn the traffic on roads shall be used at all times on all obstructions. No extra payment will be made for the provision of temporary lighting, flashing lights and for maintenance. It is to be noted that the works are being undertaken in an urban area.</p> <p>Should there be complaints received by members of the public regarding excessive noise or vibration, etc. especially at night, and if such complaints are valid, then the contractor shall take remedial measures to prevent such nuisance. No extra payment will be made to the contractor for the provision of such measures.</p> <p>Working hours during the Defect liability period will be curtailed when certain system become operational.</p>

Facilities for Staff and Labour	6.6	<p>The Contractor shall provide and maintain at his expense, all necessary accommodation and welfare facilities as per prevailing labour & welfare laws for his (and his Sub- contractor's) staff and labour. All accommodation shall be maintained in a clean and sanitary condition, by the Contractor at his cost.</p> <p>No staff and labor housing facilities will be allowed at the Site. The Contractor will have to make his own arrangement for the same at his own cost.</p>
Health and Safety	6.7	<p>Precaution shall be taken by the Contractor to ensure the health and safety of his staff and labour. The Contractor shall, in collaboration with and to the requirements of the local health authorities, ensure that medical staff, first aid facilities, sick bay and ambulance service are available at the accommodation and on the Site at all times, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as per the Engineer's requirement and will ensure complete compliance with relevant clauses of Employer's Health, Safety and Environment Manual (SHE Manual).</p> <p>The Contractor's Site Safety Plan shall be developed from his Outline Safety Plan as per Employer's Requirements and SHE Manual of the Employer.</p> <p>The Contractor shall appoint a member of his staff at the Site to be responsible for maintaining the safety, and protection against accidents, of personnel on the Site. This person shall be qualified for his work and shall have the authority to issue instructions and take protective measures to prevent accidents.</p>
Contractor's Superintendence	6.8	<p>The Contractor shall provide all necessary superintendence during the Design and execution of the Works, and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be provided by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.</p>
Contractor's Personnel	6.9	<p>The Contractor shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in their respective trades or occupations. The contractor shall also deploy Key Personnel as stipulated in Employer's Requirements. Penalty will be levied for non-deployment of Key personnel as stated in contract data. The Engineer may advise or enforce the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer:</p> <ol style="list-style-type: none"> persists in any misconduct, is incompetent or negligent in the performance of his duties, fails to conform with any provisions of the Contract, or persists in any conduct which is prejudicial to safety, health, or the protection of the environment.
Preservation of Peace and orderly conduct.	6.10	<p>The Contractor shall be responsible for preservation of peace and orderly conduct at the site and its neighbourhood by Contractor's employees, Representatives, petty contractors, Sub Contractors etc. In case, deployment of a Special Police Force becomes necessary at or near Site, during the tenure of Works, the expenses for the same shall be borne by the Contractor.</p> <p>The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour, and to preserve peace and protection of persons and property in the neighbourhood of the Works against such conduct.</p>
Labour to be Contractor's Employee	6.11	<p>If, the Contractor directly or through petty contractors or Sub-Contractors supplies any labour to be used wholly or partly under the direct orders and control of the Engineer or the Employer, whether in connection with any work being executed by the Contractor or otherwise for the purposes of the Employer, such labour shall, for the purpose of this clause, be deemed to be persons employed by the Contractor.</p>

Report of Accidents To Labour	6.12	The Contractor shall be responsible for safety of all employees, employed by him on Works, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases with utmost expeditious in accordance with the Workmen's Compensation Act.
Claim on account of violation of Labour laws	6.13	The Contractor shall be solely accountable for violation of any labour law by it, its petty contractors or Sub Contractors and will pay any such claim/damage to the authorities forthwith on demand. If any amount shall, as a result of any instructions, directions or decisions from the Authorities or claim or application made under any of the labour laws or regulations, be directed to be paid by the Employer, such amount shall be deemed to be amount payable to the Employer by the Contractor and he will pay the same to the Employer forthwith on demand, without demur and without asking for any reasons/explanations from the Employer. On failure of the Contractor to repay the Employer any amount paid or to be paid by it as aforesaid within seven days after the same shall have been demanded, the Employer shall be entitled to recover the amount from any amount due or accruing to the Contractor under this or any other Contract with the Employer.
Maintenance of Records	6.14	The contractor shall maintain all record pertaining to labour as mandated by the law of the land and also keep it preserved at least for three years after the completion of the project
	7	Quality Control
Proposed Site Quality Plan and Manner of Execution	7.1	<p>Within 30 days of the issue of the Letter of acceptance, the Contractor shall submit to the Engineer, for his consent, his proposed Site Quality Plan based on the Outline Quality Plan and the Employer's Requirements. The quality manual should address the quality system as required by ISO 9001-1991. Any supplement to the Site Quality Plan shall be submitted at least 14 days before commencement of the relevant work.</p> <p>Upon the Engineer notifying his consent to the Site Quality Plan, or any supplement thereto, the Contractor shall, adhere to the principles and procedures contained in such document, except where the Engineer gives his consent to any amended or varied version thereof. The Contractor shall cause any sub-contractors to adhere to this Plan.</p> <p>The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance.</p> <p>The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price.</p> <p>All Plant and Materials to be supplied shall be manufactured, and all work to be done shall be executed, in the manner prescribed in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper, workman like and careful manner, with properly equipped facilities and non-hazardous Materials, and in accordance with modern recognized good practice.</p>
Source of Materials	7.2	Source of materials being supplied shall be intimated to the Engineer and are subject to his approval. Materials that are not specified in the contract document shall confirm to the relevant Indian standard or in their absence, shall confirm to any international standard approved by the Engineer.

		Save as otherwise expressly provided in the contract, sample shall be supplied by the Contractor at his own cost.
Delivery to Site	7.3	The Contractor shall be responsible for procurement, transport, receiving, unloading and safe keeping of all Plant, construction, Materials, Contractor's Equipment and other things required for the completion of the Works.
Inspection	7.4	<p>The Employer and the Engineer shall at all reasonable times;</p> <p>a. has full access to all parts of the Site and to all places from which natural materials are being obtained, and</p> <p>b. during production, manufacture, fabrication and construction (at the site and elsewhere) be entitled to inspect, examine, measure and test the materials and workmanship, and to check the progress of manufacture, of all Plant and Materials to be supplied under the Contract.</p> <p>The Contractor shall give the Engineer full opportunity to carry out these activities including providing access, facilities, permissions and safety equipment. No such activity/inspection shall relieve the Contractor from any obligation or responsibility.</p>
Testing	7.5	<p>This sub- clause shall apply to all tests specified in the Contract and required to be carried out as per Quality Assurance plan.</p> <p>The Contractor shall provide all documents and other information necessary for all types of testing and such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently.</p> <p>The Contractor shall agree, with the Engineer, the time and place for the testing of any Plant, Materials and other parts of the Works as specified in the Contract.</p> <p>The Engineer shall give the Contractor not less than 24 hours' notice of his intention to attend the tests.</p> <p>If the Engineer does not attend at the time and place agreed, or if the Contractor and the Engineer agree that the Engineer shall not attend, the Contractor may proceed with the tests, unless the Engineer instructs the Contractor otherwise. Such tests shall be deemed to have been made in the Engineer's presence.</p> <p>The Contractor shall promptly forward to the Engineer duly certified reports of the tests. If the Engineer has not attended the tests, he shall accept the readings as accurate. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect.</p> <p>The expense of conducting such Tests shall be borne by the Contractor. No such testing shall relieve the Contractor from any obligation or responsibility.</p>
Rejection	7.6	<p>As a result of inspection, examination or testing, any Plant, Material, Design or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the same and by giving notice to the Contractor with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item after rectification complies with the Contract.</p> <p>If the Engineer requires such Plant, Material, Design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the Employer to incur costs, such costs shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due, or to become due, to the Contractor.</p> <p>"If the tests are required to be carried out from the outside laboratory, the Engineer shall decide and approve the laboratory and the sample shall be collected and sealed in presence of the Engineer or his authorised representative. The cost of testing shall be borne by the contractor and nothing extra shall be paid for the expenses incurred on the testing. In the event of variations in the results of in house testing and outside lab testing the decision of Engineer with respect to importance and relevance attached to a particular report and recourse to sort out the dispute arisen because of difference in results shall be final and binding on the contractor".</p>

Liability after Inspection and Testing	7.7	The Contractor shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Engineer.
Ownership of Plant and Materials	7.8	Each item of Plant and Material shall become the property of the Employer, when it is delivered to Site or payment thereof, either in part or full, has been made. The Contractor shall however continue to bear the risk in respect of such items which continue to remain in his custody.
Cost of Employer's Attendance Including Travel	7.9	The Employer shall bear the costs of attendance including travel, boarding and lodging for the Employer, the Engineer or his assistant for the purposes of Sub-Clauses 7.5 and 7.5 above. The cost of attendance including travel, boarding and lodging for the Employer, Engineer or his assistants for the purpose of Sub-clause 7.5 shall be borne by the Contractor.
Covering up of Works	7.10	Covering up of Works
Examination of work before covering up	7.10.1	No work or part of work shall be covered up or put out of view, without the prior approval of the Engineer or the Engineer's Representative.
Cost of uncovering the work already covered up	7.10.2	<p>The Contractor shall uncover any part or parts of the Works, or make openings in or through the same, as the Engineer may from time to time direct, and shall reinstate and make good such part or parts, to the satisfaction of the Engineer. If any such part or parts have been covered up, or put out of view after compliance with the requirement of Sub-clause 7.5 and the Works are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same, shall be borne by the Employer, but if the Works are found to be defective, costs shall be borne by the Contractor.</p> <p>In case after completion of a part of the Work, the part of Work is not fully consistent with the Employer's Requirements and there is no way to change the same, in that case, the same (provided it has no implication on safety and operation) shall be accepted only as a Contractor's deemed variation at lower negotiated price.</p> <p>The decision of the Engineer in this regard shall be final and binding on the Contractor</p>
Tests on Completion Contractor's Obligations	7.11	Tests on Completion
	7.11.1	<p>The Contractor shall carry out the Tests on Completion at his own cost in accordance with the Contract and shall provide the documents in accordance with Sub-Clauses 5.4 and 5.5. The Contractor shall give, to the Engineer, 21days' notice of the date after which the Contractor will be ready to carry out the Tests on Completion. Unless otherwise agreed, such Tests shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.</p> <p>Unless otherwise stated in Special Conditions of Contract, the Tests on Completion shall be carried out in the following sequence</p> <p>(a) pre-commissioning test, which shall include appropriate instructions and ("dry" or "cold") functional tests to demonstrate that each item of the Plant and Work can safely undertake the next stage</p> <p>(b) Commissioning Test shall include the specified operational tests to demonstrate Works or Sections can be operated safely and as specified under all available operating condition</p> <p>(c) trial operation which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract</p> <p>The Contractor at his own cost shall arrange all tools, equipment, gadgets, facilities or as deemed necessary by the Engineer for such tests, in considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed</p>

		the Tests on Completion described in sub-paragraphs (a) (b) or (c), the Contractor shall provide the Engineer and the Employer with a certified report of the results of all such Tests.
Delayed Tests	7.11.2	<p>If the Engineer opines that Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out such Tests within 21 days after the receipt of the notice. The Contractor shall carry out such Tests on such day or days as the Contractor may fix and of which he shall give notice to the Engineer.</p> <p>If the Contractor fails to carry out the Tests on Completion within 21days, the Engineer may proceed with such Tests at the risk and cost of the Contractor. The Tests on Completion then shall be deemed to have been carried out in the presence of the Contractor and the results of such Tests shall be accepted as accurate.</p>
Retesting	7.11.3	If the Works, or a part thereof, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.6 "Rejection" shall apply, and the Engineer or the Contractor may require such failed Tests and the Tests on Completion on any related work, to be repeated under the same terms and conditions at Contractor's cost. Cost of Employer's attendance shall be governed by clause 7.9 above.
Failure to Pass Tests on Completion	7.11.4	<p>If the Works, or a part there of, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 7.11.3, the Engineer is entitled to:</p> <ul style="list-style-type: none"> (a) order further repetition of Tests on Completion under Sub-Clause 7.11.3; (b) reject the Works, or a part thereof, or a Section (as the case may be), in which event the Employer shall have the same remedies against the Contractor as are provided under Clause 13; or (c) Issue a Taking Over Certificate if the Employer so requires. The Contract Price shall then be reduced by such amount as determined by the Engineer and as shall be appropriate to cover the reduced value to the Employer as a result of this failure. The Contractor shall then proceed in accordance with his other obligations under the Contract.
Integrated testing and system commissioning	7.12	<p>Integrated testing and system commissioning</p> <p>Unless otherwise stated in Special Condition of contract (SCC), this sub clause shall not apply.</p>
commissioning Integrated Testing	7.12.1	Tests on Completion shall also include Integrated Testing where applicable as per the contract condition. The Contractor shall, following satisfactory completion of tests on his works, equipment, sub-systems or system, perform, at the direction of the Engineer, programme of tests to verify and confirm the compatibility and complete performance of his works, equipment, sub-systems or system with the works, equipment, sub-systems or system provided by others.
Compilation of Test Results Retesting	7.12.2	The results of the Integrated Testing and Commissioning shall be compiled and evaluated by the Engineer and the Contractor.
	7.12.3	If the Works, or a part thereof, or a Section, fail to pass the Integrated Testing and Commissioning, the Engineer may order such failed tests to be repeated with the same terms and conditions. If such failure and retesting result from a default of the Contractor and cause the Employer to incur costs, the same shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any amount due, or to become due, to the Contractor.
Failure to Pass Test	7.12.4	If the Works, or a part there of, or a Section, fail to pass Integrated Testing and Commissioning and the Contractor in consequence proposes to make any adjustment or modification to the Works or a part thereof, or a section, the Engineer may, with the approval of the Employer, instruct the Contractor to carry out such adjustment or modification, at his own cost and to satisfy the requirements of Integrated Testing and Commissioning within such time as the Employer / Engineer may deem to be reasonable.
Statutory Requirements	7.12.5	The Design and Construction Standards to be adopted by the Contractor shall be in conformity with the requirements of "Rules for Opening of a Railway or a Section of a Railway for Public Carriage of Passengers" and "Rules for Introduction of New Type of Rolling Stock" and to the satisfaction of the Commissioner of Metro

Railway Safety (CMRS) whose sanction is mandatory for commissioning of the System.

The Contractor along with others under the supervision of the Engineer, shall carry out all tests and trial run and prepare reports and documents, required for obtaining all approval and sanction of the Commissioner of Metro Railway Safety (CMRS) and any other statutory authority for introduction of the system for public carriage of passengers.

8 Commencement, Completion and Delay

Commencement of Works

8.1

The Contractor shall commence the Works on the date as stated in 'Contract data'. Thereafter, the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works. Time is the essence of Contract and time for Completion shall reckon from the date the Contractor is required to commence the Works under this Clause.

The Contractor shall not commence the construction, manufacture or installation of the Works or of any part of the Works unless and until the Engineer has endorsed the relevant Working Drawings in accordance with the Employer's Requirements.

Time for Completion

8.2

Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract. The Contractor shall ensure defect free completion and have passed the tests on Completion of the whole of the Works and/or parts thereof before the same is taken over by the Employer. Time for the completion of work is as stated in 'Contract Data'.

Delay

8.3

In case of delay on the part of the Contractor, the Contractor shall be liable to pay Liquidated damages and any other compensation for the damages suffered by the Employer as per Clause 8.5. This is without prejudice to the right of the Employer to rescind the Contract.

Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof, or entitle the Contractor to damages or compensation thereof and in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is / are reasonable.

Extension of Time for Completion

8.4

Extension of Time for Completion

Extension of Time

8.4.1

The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes.

- a. "Force Majeure" referred to in Clause 16.0
- b. The Contractor's work held up for not being given possession of or access to the Site in accordance with the Contract
- c. Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension.
- d. Acts or omissions of other Designated Contractors in executing work not forming part of this Contract and on whose performance, the performance of the Contractor necessarily depends.
- e. Any act of prevention or Breach of the Contract by the Employer and not mentioned in this Clause
- f. Any order of Court restraining the performance of the Contract in full or in any part thereof and the Contractor not being in default as to reason of such order of court.

- g. Any other event or occurrence which, according to the Employer is not due to the Contractor's failure or fault, and is beyond his control without Employer being responsible for the same.
- h. An Employer's Variation.

However, the Contractor shall not be entitled to any extension of time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Contractor or where any delay is due to;

- a. the failure of sub-contractor, to commence or to carry out work in due time,
- b. non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials,
- c. inclement weather conditions, and
- d. the Contractor not fulfilling his obligations under Sub-Clause 4.4.

If the Contractor considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay and full and final supporting details of his application within 21 days of the last day of delay, together with any notice required by the Contract and relevant to such Clause. If the cause of delay continued for a period exceeding 7 days, the Contractor shall submit interim details at intervals of not more than 28 days (from the first day of such delays).

The Engineer shall proceed in accordance with Sub-Clause 3.5 to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall notify the Contractor accordingly.

Extension of time for completion for other reasons	8.4.2	<p>The Contractor shall not be entitled to an extension of time by reason of any delay to any activity in carrying out of the Works unless in the opinion of the Engineer such delay results in or may be expected to result in a delay to completion of the Works, or achievement of any Stage by the relevant Key Date. Whether or not the Contractor fails to achieve any Milestone by reason of any delay shall not by itself be material to the Contractor's entitlement to an extension of time.</p> <p>Any extension to a Key Date shall not by itself entitle the Contractor to an extension to any other Key Date and the Time for Completion.</p>
Extension of time for delays due to Contractor	8.4.3	<p>If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without Liquidated damages, for completion, as he may decide.</p>
Failure to seek Extension of time by contractor	8.4.4	<p>Non-application by the contractor for seeking Extension of time shall not be a bar for giving a fair and reasonable Extension by the Employer and this shall be binding on the contractor.</p>
Liquidated Damages for Delay	8.5	<p>Time is the essence of the Contract. As per "contract data" defined percentage of the total contract value will be recoverable from the Contractor as Liquidated damages for each week or part thereof for delay in completion of the each Key dates and/or Whole of the Works subject to a specified maximum limit as defined in "contract data".</p> <p>The Liquidated damages are recovered by the Employer from the Contractor for delay. The Parties agree that amount of Liquidated Damages leviable under the Contract are the genuine estimate loss suffered by the Employer because of which the Liquidated Damages have been levied on the Contractor. The Liquidated Damages may also be recovered from the amount of Performance security and in that case the Contractor would be liable to replenish the amount of Performance Security.</p> <p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due, or to become due, to the</p>

Contractor. In the event of an extension of time being granted under Sub-Clause 8.4, the amount due under this Sub-Clause shall be recalculated accordingly, and any over-payment recovered. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract. The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.

At any time after the Employer has become entitled to Liquidated damages, the Engineer may give notice to the Contractor under Sub-Clause 13.1, requiring the Contractor to complete the Works within a specified reasonable time. Such action shall not prejudice the Employer's entitlements to recovery of Liquidated damages, under this Sub-Clause and to terminate under Sub-Clause 13.2. The decision of the Engineer as to the compensation payable by the Contractor under this Clause shall be final and binding.

Rate of Progress	8.6	<p>If for any reason which does not entitle the Contractor to an extension of time, the rate of progress of the Works is at any time, in the opinion of the Engineer, too slow to ensure timely completion of the Works or achievement of any Stage by the relevant Key Date the Engineer may so notify the Contractor in writing. The Contractor shall thereupon take such steps as are necessary, or in default of taking such steps, shall take such steps as the Engineer may reasonably instruct in writing, to expedite progress so as to complete the Works or any Section in time or achieve any Stage by the relevant Key Date. The Contractor shall not be entitled to any additional payment for taking such steps.</p> <p>If any steps taken by the Contractor in meeting his obligations under this Sub-Clause cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor by the Employer, and shall be deducted by the Employer from any monies due, or to become due, to the Contractor.</p>
Suspension of Work	8.7	<p>If, in the opinion of the Engineer, the steps taken by the contractor to expedite the progress are not adequate, the Engineer may take a recourse as per clause 13.2.1 of this GCC</p> <p>The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works stating the grounds for such action. During suspension, the Contractor shall protect, store and secure such part or whole of the Works against any deterioration, loss or damage.</p>
Consequences of Suspension	8.8	<p>The Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work, if such suspension is</p> <ol style="list-style-type: none"> provided for in the Contract, or necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor, or necessary for the safety of Works or any part thereof or necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site or to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities, <p>If suspension is ordered by the Engineer for reasons other than those mentioned in Sub Clause 8.8 then the Contractor's entitlement is in the table below. However, Engineer's decision is final and binding in regard to defining suspension and specifying the suspension period. Contractor has no right to claim or appeal against this decision.</p>

Sr. No.	Suspension Period	Extension of Time	Compensation for the suspension period	Remarks
1	Up to 60 days	NO	NO	Engineer may give extension of time in exceptional circumstances
2	60-90 days	YES	NO	Extension of time as considered proper by the Engineer
3	Above 90 days	YES	<input type="checkbox"/> As per Daily rate of wages for idle labour/employees <input type="checkbox"/> 70% of the rate for hire charges for idle plant and machinery (excluding cost of fuel and lubricants) <input type="checkbox"/> 15% above all these items to cover overhead costs	Compensation as assessed by the Engineer on submission of documentary proof by the Contractor to Engineer's satisfaction

Resumption of Work **8.9**

After receipt of permission or of an instruction to proceed, the Contractor shall, after notice to the Engineer, and together with the Engineer, examine the Works, Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works, Plant and Materials, which has occurred during the suspension.

Incentives for early completion of Whole work **8.10**

The contractor shall be entitled for an incentive for early completion of whole work if specified in the Contract Data, Maximum incentive shall be payable limited to as specified in the contract data

9

Handing over by Contractor and Taking over by Employer.

Taking Over Certificate **9.1**

The works shall be taken over by the Employer when they have been completed in accordance with the Contract, have passed the Tests on Completion including integrated testing and commissioning wherever applicable as per contract. The Taking Over Certificate for the Works will be issued by the Engineer/Employer.

If the Works are divided into sections/stations/Depot/Reaches, the Contractor shall be entitled to apply for a Taking Over Certificate for each section/station. The Contractor may apply by notice to the Engineer for a Taking-Over-Certificate not earlier than 14 days before the works in the Contractor's opinion, be complete and ready for taking over. The Engineer shall, within 28 days after the receipt of the Contractor's application:

- (a) Issue the Taking Over Certificate to the Contractor, stating the date on which the Works or section/station were completed, including the Tests on Completion including integrated testing and commissioning wherever applicable as per contract. (except for minor outstanding work that does not affect the use and safety of the Works or Section for their intended purposes); The list of such Works along with the target date of completion for each Work shall be enclosed with the Taking Over Certificate and completion of all these Works / Rectification of defects within the stipulated time shall be the responsibility of the Contractor and any failure in it may be considered a reason by the Engineer to cancel the Taking Over Certificate issued earlier; or
- (b) Reject the application, giving his reasons and specifying the work required to be done by the Contractor to enable the Taking Over Certificate to be issued. The Contractor shall then complete such work before issuing a further notice under this Sub-Clause.

Taking over of Parts of the Works	9.2	<p>The Engineer may, at the sole discretion of the Employer issue a Taking Over Certificate for any part of the Permanent Works.</p> <p>If the Employer uses any part of the Works for revenue service before the Taking Over Certificate is issued:</p> <ul style="list-style-type: none"> (a) The part which is used shall be deemed to have been taken over at the date on which it issued, (b) The Engineer shall, immediately issue a Taking Over Certificate for this part, and outstanding work to be completed (including Tests on completion) and/ or defects to be remedied shall be listed in this certificate. The contractor shall carry out these works as soon as practicable and, in any case before the expiry of the relevant DLP and (c) the Contractor shall cease to be liable for the care of such part from such date, when responsibility shall pass to the Employer, except for deficiency and defects listed in
Completion of Outstanding Work and Remedying Defects	10	<p>Defects Liability</p> <p>“Defects Liability Period” is as stated in ‘Contract Data’ from the date of Taking over mentioned in the Taking Over Certificate being issued for whole of the Works and not any sub-section or part thereof.</p> <p>Provided that, if any part of the Works or sub-systems or component of that part has been replaced, renewed or repaired, the “Defects Liability Period” in respect of that part or sub-system or components of that part shall start from the date of such replacement, renewal or repair has been completed to the satisfaction of the Engineer.</p> <p>The Contractor shall remedy, at no extra cost to the Employer, the defect or failure (fair wear and tear excluded) after any part of the Work are taken over by the Employer until the end of Defects Liability Period.</p> <p>In order that the Construction and/or Manufacture Documents and the Works shall be in the condition required by the Contract(fair wear and tear excepted)at, or as soon as practicable after the expiry of the Contract Period, the Contractor shall:</p> <ul style="list-style-type: none"> (a) Complete any work which is out standing on the date stated in a Taking Over Certificate, as soon as practicable after such date, and (b) Execute all such work of amendment, reconstruction, and remedying defects or damage, as may be instructed in writing by the Employer or the Engineer during the Contract Period.
Cost of Remedying Defects	10.2	<p>All work referred to in Sub-Clause10.1(b)shall be executed by the Contractor at his own cost, if the necessity for such work is due to:</p> <ul style="list-style-type: none"> (a) Design (if any) of works for which the contractor is responsible. (b) Plant, Materials or workmanship not being in accordance with the Contract ; or (c) Failure by the Contractor to comply with any of his other obligations. <p>If in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an adjustment to the Contract Price, with the approval of the Employer, and shall notify the Contractor accordingly. In this event, Sub-Clause12.3 shall apply to such work.</p>
Extension of Defect Liability Period	10.3	<p>The Defect Liability Period as mentioned in clause 10.1 shall be extended by a period, after the Works are taken over, during which the Works or any Section or item of Plant, cannot be used, for the purposes for which they are intended, by reason of a defect or damage.</p> <p>When delivery of Plant, and/or Materials, or erection of Plant, or installation of Materials, has been suspended under Sub-Clause8.7, the Contractor's obligations under this Sub-Clause shall not apply to any defects or damage occurring more than three years after the Plant and/or Materials would otherwise have been delivered, erected and taken over.</p>
Failure to Remedy Defects	10.4	<p>If the Contractor fails to remedy any defect or damage within a reasonable time as deemed by the Employer/Engineer, the Employer/Engineer may specify a deadline for rectification and notify the Contractor accordingly. If the Contractor</p>

fails to meet this deadline and the necessity for the work arises from causes specified in Sub-Clause 10.2(a), (b), or (c), the Employer may, at his sole discretion;

- (a) Carry out the work himself or through others, in the manner required under the contract and at the Contractor's risk and cost. The Contractor shall have no responsibility for such work, and the Employer shall recover the costs incurred in remedying the defect or damage from the Contractor,
- (b) Require the Engineer to determine and certify a reasonable reduction in the Contract Price; or
- (c) If the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use, the Employer shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor, and Sub-Clause 13.1 shall not apply.

Removal of Defective Work	10.5	If the defect or damage is such that it cannot be remedied expeditiously on the Site and if the Employer gives consent, the Contractor may, remove from the Site for the purposes of repair any part of the Works, which is defective or damaged. This consent may require the Contractor to submit Security amount in the form of an e-Bank Guarantee/Insurance Surety Bond for the full replacement cost of these items or to provide other appropriate security acceptable to the Employer.
Further Tests after Remedying Defects	10.6	If the remedying of any defect or damage is such that it may affect the performance of the Works, the Engineer may require that Tests on Completion, be repeated to the extent necessary. The requirement shall be made by notice within 28 days after the defect or damage is remedied. Such Tests shall be carried out in accordance with Sub Clause 7.11.
Right of Access till issue of performance certificate	10.7	Until the Performance Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the working and performance of the Works, except as may be inconsistent with any reasonable security restrictions by the organisation responsible for operating the Works.
Contractor to Search	10.8	The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is one for which the Contractor is liable, the Cost of such search shall be added to the Contract Price.
Performance Certificate	10.9	Performance of the Contractor's obligations shall not be considered to have been completed until the Employer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. The Employer shall issue the Performance Certificate within 28 days after the expiry of the Defects Liability Period (last date of any extended Defect Liability period). Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
Unfulfilled Obligations	10.10	After the Performance Certificate has been signed by the Engineer and delivered to the Contractor, stating the date on which the Contractor completed his obligations to the Engineer's satisfaction, the Contract shall be considered to be complete. However, the Contractor and the Employer shall remain liable for the fulfilment of any obligation, which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.

Even after expiry of the defect liability period, the Contractor would continue to remain liable to the Employer for any cost, loss, damage or compensation which arises from hidden or latent defect in the work executed by the Contractor under the Contract, even if such hidden and latent defects arise after the expiry of Defect Liability period or grant of Performance Certificate by the Employer under the Contract to the Contractor

Emergency defect rectification	10.11	If any defect or damage is one requiring immediate attention from safety, environmental or operational viewpoint, the Engineer has the authority to proceed with rectification in any manner suitable and deduct such sums from the Contract Price.
	11	Contract Price and Payment
The Contract Price	11.1	Contract Price
		<p>Contract Price is the sum stated in the Letter of Acceptance, subject to such additions or deductions as may be made under the provisions of the Contract. The Contractor shall be responsible for and shall pay all taxes, duties, royalties, and fees arising from or required under this Contract, except as specifically provided herein. The Employer shall reimburse Output GST to the Contractor in accordance with the provisions of the Goods and Services Tax Act, 2017 and the rules made thereunder.</p> <p>The Contract Price shall remain firm and shall not be subject to any adjustment on account of tax-related changes, except for adjustments expressly permitted under Sub-Clause 11.1.1</p>
	11.1.1	Change in Law
		<p>The Contract Price is based on the applicable taxes as on last day of the month previous to the month of invitation of this tender. Any subsequent change in these laws that becomes effective after this date shall be considered a 'Change in Law' for the purposes of this Clause</p> <ol style="list-style-type: none"> i. Any imposition, abolition, increase, decrease, or change in the rate or scope of any tax, duty, levy, or cess (including but not limited to Goods and Services Tax (GST)) applicable to the output of the Works/Services under this Contract, whether by way of primary legislation, notification, circular, or judicial pronouncement, shall result in a corresponding adjustment to the Contract Price, limited to the actual variation in tax liability arising from such change, calculated on the value of the portion of the Works executed after the effective date of such change. ii. The adjustment contemplated in the preceding paragraph shall not apply to any taxes, duties, royalties, or fees arising from or required under this Contract in relation to the inputs for the Works. Such input-related levies shall remain the sole responsibility of the Contractor and shall not give rise to any change in the Contract Price. iii. Should there be a partial or complete waiver or exemption for any taxes and duties, etc. in full or part thereof during the execution of the project, the contractor shall be obliged to follow and obtain exemption / refund of such taxes, duties etc., from the concerned Authorities and pass on the benefit so obtained to the employer. In case of failure by the contractor to obtain and remit the exemption / concession within reasonable time to the employer (to be decided by the employer & intimated to the contractor), the same will be recovered by the employer from the amounts due to the contractor. iv. The Contractor shall maintain complete records in respect of payments made by them for taxes and duties payable to various authorities (except Income Tax or Corporate Tax) and advise the Employer the summary of such payment every month in a format advised by the Employer during execution of the contract. v. The detailed records shall however remain open for inspection by the Engineer at any time and copies of the records shall be furnished as required by the Engineer. The amount payable/recoverable from the contractor will generally be calculated based on these records. However, Engineer at his sole discretion, if not satisfied with the veracity of records or records are incomplete or otherwise, may separately determine the amount payable/recoverable from the contractor in accordance with the conditions of the contract, which shall be final and binding. vi. Custom Duty <p>Bangalore Metro Rail Project is eligible for the concessional rate of custom duty under Chapter 98.01 of Custom Tariff Act for Project Imports. All the</p>

process of project import registration, deposits of security money (if any) to custom authority and refund back after the completion of imported supplies shall be the responsibility of contractor. The contractor shall indemnify BMRCL of clearance and projects imports proceedings. Upon receipt of request from contractor, BMRCL will issue authorization letter or facilitate the Contractor for obtaining sponsoring/recommendation letter from the Ministry of Housing and Urban Affairs (MoHUA) or from the Government of Karnataka (GoK) or any other authority as the case may be for getting the project registered with the Custom Department for availing Project Import benefits

- i. Project Authority certificate shall be issued by the Employer for imported items. The imports for the metro project under Project Import Regulation (PIR) are covered under HSN 98010019 (other Projects) and present Basic custom duty (BCD) applicable as mentioned in 'Contract Data'.
- i. Any change in the rate of existing Basic custom duty (BCD) will be reckoned by payment of extra amount in case of increase of Basic custom duty (BCD) based on difference of revised Basic custom duty (BCD) and existing Basic custom duty (BCD) or by recovery amount if the BCD reduces with respect to the existing BCD.

Price Variation/ Adjustment in Contract Price **11.1.2**

Price Variation/ Price Adjustment:

Price Variation / Adjustment is applicable, if value of weightages (coefficients) are given in the 'contract data'. If no value of weightages (Coefficients) given in 'Contract Data', Price variation / adjustment shall not be applicable. The rates as per the accepted Bill of Quantities shall be applicable until the completion of the Work and will be varied only to the extent of permissible price variation under this Clause. However, this adjustment shall be to the extent that full compensation for any rise or fall in costs to the Contractor if not covered by the Price variation formula, the rates in the accepted Bill of Quantities shall be deemed to include amounts to cover the contingency of such rise or fall in costs. Payment as per the contract shall be subject to adjustment in accordance with the following Price Variation formula, and other terms given herein, to provide for variation in the market rates of inputs like labour, materials and fuel / energy during the currency of the Contract:

i. $V_L + V_F + V_M + V_P + V_S + V_C$ Where

V = Total adjustment on account of all components.

V_L = Adjustment on account of labour component.

V_F = Adjustment on account of High speed diesel component.

V_M = Adjustment on account of other materials component.

V_P = Adjustment on account of Plant, machinery and spares.

V_S = Adjustment on account of steel component.

V_C = Adjustment on account of cement component.

a. Adjustment for labour Component:

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with following formula. (Base: 2016=100).

$V_L = R \times P_L \times [(L_i - L_o)/L_o]$ Where

V_L = Increase or decrease in the cost of work during the month under consideration due to change in rates for local labour.

L_o = The average consumer price index for industrial workers for Bangalore Centre as applicable for the month of submission of the tender as published by Labour Bureau, Ministry of Labour, GOI.

L_i = The average consumer price index for industrial workers for Bangalore Centre during the 'month under consideration' as published by Labour Bureau, Ministry of Labour, GOI.

P_L = cost co-efficient of "Labour" to the total cost.

b. Adjustment for High Speed Diesel component:

Price adjustment for increase or decrease in the cost of High Speed Diesel component shall be paid in accordance with following formula (Base: 2011-12=100).

$V_F = R \times P_F \times [(F_i - F_o)/F_o]$ where

V_F = Increase or decrease in the cost of work during the month under consideration due to change in rates for High Speed Diesel components.

F_o = The all India average wholesale price index for High Speed Diesel component as applicable for the month of submission of the tender as published by Office of the Economic Adviser.

F_i = The all India average wholesale price index for High Speed Diesel component for the 'month under consideration' as published by Office of the Economic Adviser.

P_F = cost co-efficient of "Fuel and Lubricants" to the total cost.

c. Adjustment on account of other materials component:

Price adjustment for increase or decrease in the cost of other materials component shall be paid in accordance with following formula (Base: 2011-12=100).

$V_M = R \times P_M \times [(M_i - M_o)/M_o]$ where

V_M = Increase or decrease in the cost of work during the month under consideration due to change in rates for other material components.

M_o = the wholesale price index for all commodities as applicable for the month of submission of the tender as published by Office of the Economic Adviser.

M_i = The whole sale price index for all commodities during the month preceding the 'month under consideration' as published by Office of the Economic Adviser.

P_M = cost co-efficient of "other materials" to the total cost

d. Adjustment on account of Plant, machinery and spares:

Price adjustment for increase or decrease in the cost of plant, machinery and spares component shall be paid in accordance with following formula (Base: 2011-12=100).

$V_P = R \times P_P \times [(P_i - P_o)/P_o]$ where

V_P = Increase or decrease in the cost of work during the month under consideration due to change in rates for plant, machinery and spares components.

P_o = the wholesale price index for **manufacture of machinery for mining, quarrying and construction** as applicable for the month of submission of the tender as published by Office of the Economic Adviser.

P_i = the wholesale price index for **manufacture of machinery for mining, quarrying and construction** during the month preceding the 'month under consideration' as published by Office of the Economic Adviser.

P_P = cost co-efficient of "Plant, machinery and spares" to the total cost.

e. Adjustment on account of steel component:

Price adjustment for increase or decrease in the cost of Steel shall be paid in accordance with following formula. (Base: 2011-12=100)

$$V_s = R \times P_s \times [(S_i - S_o)/S_o] \text{ where}$$

V_s = Increase or decrease in the cost of work during the month under consideration due to change in rates for Structural Steel / TMT rebars / MS Steel / Pre-stressing strands.

S_o = the all India average wholesale price index for **Mild Steel – Long products** as applicable for the month of submission of the tender as published by Office of the Economic Adviser.

S_i = the all India average wholesale price index for **Mild Steel – Long products** for the month preceding the 'month under consideration' as published by Office of the Economic Adviser.

P_s = cost co-efficient of "steel" to the total cost.

f. Adjustment on account of cement component:

Price adjustment for increase or decrease in the cost of cement shall be paid in accordance with following formula. (Base: 2011-12=100)

$$V_c = R \times P_c \times [(C_i - C_o)/C_o] \text{ where}$$

V_c = Increase or decrease in the cost of work during the month under consideration due to change in rates for cement component.

C_o = The all India average wholesale price index for **Ordinary Portland Cement** as applicable for the month of submission of the tender as published by Office of the Economic Adviser.

C_i = The all India average wholesale price index for **Ordinary Portland Cement** for the month preceding the 'month under consideration' as published by Office of the Economic Adviser.

P_c = cost co-efficient of "Cement" to the total cost.

- g. R = "**Gross value of the work done**" by the Contractor for the period of work under consideration, after excluding there from the cost of any materials supplied free or at fixed rate to the Contractor as also any specific payments to be made to the Consultants engaged by the Contractor, which shall be indicated in the Contractor's offer letter.

"Gross value of the work done" means work done value of the all the schedules of BoQ. **Unless otherwise specified in 'contract Data', determination of Price variation is applicable to all the schedules of BoQ.**

- h. " P_L ", " P_F ", " P_M ", " P_P ", " P_S ", " P_C " and " P_X " are weightages (coefficients) of the Components representing the estimated proportion of Labour, Fuel, Other Materials, Plant & Machinery, Steel, Cement cost element and Nonadjustable Fixed component related to the execution of the Works, as stated in the relevant table in 'contract data'.

ii. Period of Work under consideration will mean as under:

- a. In the case of first "On- account Bill" (IPC) the period from the month in which the Contract agreement executed to the month of measurement of the first bill.

- b. In the case of second and subsequent "On-account" (IPC) and final bills, the Period from the date of measurement for previous bill to the date of measurement of that bill.

iii. Note:

1. Responsibility of arranging the Price indices from the Office of the Economic Adviser/ Labour Bureau (Ministry of Labour, GOI) etc., as desired by the Employer or the Engineer shall rest with the Contractor.
2. In case, Office of the Economic Adviser stops publishing the Price indices, then Price indices of any other Government Publications shall be considered.

iv. Procedure in case of Delay in Availability of Final Indices:

Where the final Price Indices are not available in the Office of the Economic Adviser, while making payment towards On-account bills(IPC), payment towards Price Variation will be made on provisional basis based on the indices available, to be adjusted in subsequent Payments as and when the final Indices figures become available.

11.1.2.1 Adjustment on Account of Price Variation:

Adjustment on account of Price Variations may be positive (in which case extra amount shall be paid to the Contractor), or negative (in which case the amount of Price Variation shall be recovered from the Contractor). Adjustment on account of Price Variation shall be calculated separately, for each period, between two successive dates of measurements for bills and to be claimed in each IPC.

Preferably contractor to submit IPCs (RA Bills) monthly. In case, the IPCs (RA Bills) submission period is more than One Month, then the indices considered in price adjustment formula shall be average of the indices of the corresponding months under consideration between previous and present IPCs.

11.1.2.2 If any item of work is derived from COMMON SR of KPWD under the BoQ schedule "ITEMS UNDER SCHEDULE OF RATE PUBLISHED BY KPWD" the price variation is applicable.

11.1.2.3 Price Variation during Extended Period of Completion:

The price adjustment will be applicable for the work done from the date of commence to the stipulated completion date of the work including the extended period of completion where such extension has been granted under Sub-Clause 8.4.1 of GCC or it is specifically mentioned that extension is with price variation also. However, where extension has been granted under Sub-Clause 8.4.3 of GCC, price adjustment will be reckoned as follows:

In case the indices increase above the indices applicable to an IPC made on the last date of original completion period or the extended period under Sub-Clauses 8.4.1 of GCC, the price adjustment for the period of extension under Sub-Clause 8.4.3 of GCC will be limited to the amount payable as per the indices applicable to the IPC made on the last date of the original completion period or the extended period under Sub-Clauses 8.4.1 of GCC as the case may be.

In case the indices fall below the indices applicable to an IPC made on the last date of the original completion period or extended period of completion granted under sub clause 8.4.1, then the lower indices will be adopted for Price Adjustment for the period of extension under Clause 8.4.3 of GCC.

11.1.2.4 Price Variations for extra item of work:

If the extra item of work is derived in accordance with clause GCC12.3.2, price variation shall not be applicable up to Twelve months from the base month recommended by the Engineer. However, when the period of execution of such items exceeds more than Twelve months' price variation is applicable and the Base month for calculation of Price Variation will be the month in which NT item has been recommended by the Engineer.

Advance Payments

11.2 Advance Payments

All Advances as admissible as stated in sub-clause of GCC 11.2 shall be payable only at Contractor's written request to the Employer. The all-Advance payment will

be paid against submission of either unconditional and irrevocable e- Bank Guarantee(s) or Insurance Surety bond in accordance with provision with set out below.

- (a) **e-Bank Guarantees (e-BG):** The e- Bank Guarantees shall be from an Indian Schedule bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule. e-Bank Guarantee format is provided in the contract forms. All **e-Bank Guarantees** should be payable in Bangalore at the designated Branch. In case of Joint Venture, e-Bank Guarantees can be furnished by any member or members of the consortium/JV.
- (b) **Insurance Surety Bond:** The Insurance Surety Bond shall be issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI) and shall be payable in Bengaluru in favor of Bangalore Metro Rail Corporation Limited (BMRCL). It shall conform to the prescribed format provided in Contract forms. In case of Joint Venture, Insurance Surety Bond can be furnished by any member or members of the consortium/JV.
- (c) Wherever e-Bank Guarantee or Insurance Surety Bond is to be extended or fresh e-Bank Guarantee/Insurance Surety Bond is to be obtained, the cost towards getting extension of e-Bank Guarantee/Insurance Surety Bond or fresh e-Bank Surety Bond and other incidental charges will be in the contractor's account.
- (d) BMRCL is not liable to pay GST on any advances paid to the contractor.
- (e) The Contractor shall issue the receipt voucher for having received the advance to the Employer as per the GST Laws.

Mobilisation Advance **11.2.1**

Interest free Mobilization Advance Payment shall be paid for an amount as stated in 'Contact Data'. The number of instalments (if more than one) and their proportions shall be as stated in the contract Data. If an amount is not stated in 'contract data' this sub- clause shall not apply.

The Contractor shall have, prior to making a request for the first instalment of mobilization advance, (a) submitted the Performance Security in accordance with the Contract, (b) commenced the mobilization process as certified by the Engineer. and (c) shall submit an unconditional and irrevocable e-Bank guarantee/Insurance Surety Bond for a value of 110% of the approved advance amount.

The Contractor shall have, prior to making a request for the second instalment of the mobilization advance; (a) submitted a statement of utilization of the first instalment of mobilization advance paid to the Contractor along with a certificate from the Engineer and (b) shall submit an unconditional and irrevocable e-Bank guarantee/Insurance Surety Bond for a value of 110% of the approved advance amount.

The Mobilization Advance shall be paid by the Employer within 30 days of receipt of request letter from the contractor.

Advance against Plant and Machinery **11.2.2**

Interest free Plant & Machinery Advance Payment shall be paid for an amount as stated in 'Contact Data. If an amount is not stated in 'contract data' this sub- clause shall not apply.

This advance is payable in the currency (i.e.) and in same proportion as stated in the LOA against plant & machinery and staging materials, provided the same have reached the site, or in the case of new items meant specifically for the works, firm purchase order has been placed and the invoices received. The plant and machinery shall be valued by the Engineer as follows:

- (a) New Machinery 80% of purchase price
- (b) New staging materials 80% of purchase price

Advance Payment will be paid against submission of unconditional and irrevocable **e-Bank Guarantee(s)/Insurance Surety Bond** for a value of **110 %** of the approved advance amount.

The Advance against Plant & Machinery and staging materials will be paid by the Employer within 30 days' receipt of request letter from the contractor.

The Contractor should give an Undertaking that "No advance/loan has been taken against the subject plant & machinery from any other individual/financial institution/ organization etc." If a wrong/false undertaking is given, all the Bank

Guarantees can be forfeited and the contract is liable for termination under clause 13.0 of GCC.

The contractor shall submit along with Bank Guarantees;

(i) the invoice and RC book (wherever applicable) in original at the time of obtaining advance amount.

(ii) an Indemnity bond in favour of an Employer as against Third Party claim.

(iii) Contractor shall not seek the possession of machinery and staging material brought to the site till the Advance obtained from Employer is fully settled.

The contractor should ensure that in the case of "Machinery and Equipment Advance" insurance and hypothecation in favour of the Employer should be done.

The contractor should submit the proof of document related to Insurance and Hypothecation to the Engineer who will certify that the insurance and hypothecation to the Employer has been done in proper manner.

Employer shall be the sole custodian of the entire plant & machinery and staging materials whenever the advance amount is given to the contractor and the same shall remain in the custody of Employer, till the Advance obtained from Employer, is fully settled.

The machinery, equipment and staging material brought to the site shall be exclusively intended for the execution of the work of Employer and shall not be removed without the consent of the Engineer.

The contractor shall indemnify and hold harmless, the Employer against all actions, suits, proceedings, claims, damages, losses, expenses, demands pertaining to Advance amount towards plant and machinery.

The contractor;

a) Shall not mortgage / create charge / hypothecate /encumber, in any way the machinery, equipment and staging material brought to site from the amounts advanced by Employer and shall give an undertaking in writing to that effect in favour of Employer. For other machinery and staging materials not advanced by BMRL the contractor can mortgage the same for financial undertakings.

b) Shall not sell or alienate any part/portion of machinery, equipment and staging material without the consent of Employer.

c) In the event of any such sale/alienation of any portion or part of machinery or staging materials, Employer shall hold First Charge and the proceeds of such sale or alienation shall be appropriated towards the loan/ credit/ advance in respect of plant & machinery and staging materials brought to the site by contractor.

Special / Acceleration Advances

11.2.3

The cumulative Special/Acceleration Advance Payment shall be paid for an amount as stated in 'Contract Data. If an amount is not stated in 'contract data', this sub- clause shall not apply. The Special advance shall be payable in the currency and in same proportion as stated in the LOA, which shall be released in stages as and when deemed appropriate as decided by the Engineer/Employer. The advance released at the time shall not exceed 2.5% of the contract price.

Employer at his sole discretion, may provide Special/Acceleration Advance based on the recommendation of the Engineer to expedite works or to bring forward the completion date(s) and on account of immediate additional mobilization to complete balance works as targeted, the Employer may grant 'Special/Acceleration Advance' to the contractor.

The Special/Acceleration Advance shall carry interest at the prevailing one-year MCLR rate of the State Bank of India. Further, if the contractor does not accelerate even after getting the advance and does not fulfil the commitments regarding work, then the simple interest shall be levied 18% per annum on the balance amount to be recovered against the Special/Acceleration advance, from the date of communication to the contractor by the Engineer/Employer. The Special/Acceleration Advance shall be paid on request of the Contractor.

Special Advance Payment will be paid against submission of unconditional and irrevocable Bank Guarantee(s)/Insurance Surety Bond for a value of **110%** of an approved advance amount.

Recovery of Advances	11.2.4	<p>The recovery of advances granted under Sub-Clauses 11.2 commences once 15% of the original Contract Price has been paid and shall be completed by the time 85% of the original Contract Price has been paid or by the original Date of Completion, whichever occurs earlier. The total recovery from each Interim Payment Certificate (IPC) shall not exceed 30%. Recoveries shall be effected in the same proportion of currency(ies) in which the advance was originally paid. No request for deferment of recovery of interest-free advances, namely Mobilization Advance and Plant & Machinery Advance, shall ordinarily be entertained. However, in exceptional circumstances, such as low billing or to ease the Contractor's cash flow, BMRCL may consider such requests subject to the following conditions:</p> <ul style="list-style-type: none"> (i) The amount of deferred recovery shall be treated as a Special Advance. (ii) The e-BG/Insurance Surety Bond shall neither be released nor reduced until full recovery of the Special Advance. (iii) The Contractor shall pay interest at the prevailing one-year MCLR of the State Bank of India. <p>SBI MCLR shall be applicable on such Special Advance from the date of the IPC in which recovery is deferred until the date of full recovery, at the prevailing one-year MCLR of the State Bank of India.</p> <p>The Contractor shall have the option to have the aforesaid recoveries commenced and / or completed earlier, and / or to have recoveries effected in instalments of higher amounts, and to repay part or whole of the advance by direct payment in advance rather than through on-account bills. The contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid. In case the Contract is terminated due to default of the Contractor or rescinded/foreclosed, due to any other reason, the Contractor shall return the unrecovered amount of all advances within 15 days of issue of notice of termination/rescission/ foreclosure of the Contract if the Contractor fails to do so due to any reason whatsoever, then pay interest at the prevailing one-year MCLR of the State Bank of India. prevailing on the date of issue of notice of termination/rescission/foreclosure shall be charged on the unrecovered amount of such advances from 16th day onwards compounded quarterly till the same is returned by the Contractor.</p> <p>Interest in Case of Delay in Repayment of Advances : In case of a delay in the progress and/or completion of Work, as a result of which it is not possible for the Employer to recover the advance, before the original date of completion of Works stipulated in the Contract, then the interest to be charged from the Contractor on the remaining portion of the advance beyond such original completion date specified in the Contract, as detailed here under:</p> <ul style="list-style-type: none"> (i) "For period(s) for which "Extension of Time" has been granted under clauses (a) to (h) of clause 8.4.1, Interest shall be charged at State Bank of India's Marginal cost of fund based lending rate (MCLR) applicable of 1-year tenure, as prevailing on the last date of original time for completion specified in the contract". (ii) "For all the other period(s) for which "Extension of Time" has been granted under clauses other than the clauses (a) to (h) of clause 8.4.1, Interest shall be charged at State Bank of India's Marginal cost of fund based lending rate (MCLR) applicable of 1-year tenure, as prevailing on the last date of original time for completion specified in the contract plus a penal interest of 3%".
Advances to be Used only for This Work.	11.2.5	<p>The advances shall be used by the Contractor strictly for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 18% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interests in one go without demur.</p> <p>The Employer retains the right for any other remedy prescribed for breach of Contract in this regard.</p> <p>The Contractor, if required by the Employer shall provide the details of Mobilization advance expended or to be expended.</p>

Provisional Payment against Receipt of Materials at site/yard	11.3	<p>Provisional Payment against receipt of Materials at site /Yard</p> <p>Provisional Payment against receipt of Materials at site/yard shall not be paid. Unless otherwise specified in Special condition of Contract.</p>
Measurement & Evaluation	11.4	<p>Works to be Measured</p> <p>The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 11.5.1 [Application for Interim Payment Certificates], 11.8[Statement on Completion] and 11.9 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.</p> <p>Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:</p> <p>(a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and</p> <p>(b) supply any particulars requested by the Engineer.</p> <p>If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.</p>
	11.4.1	<p>Method of Measurement</p> <p>Except as otherwise stated in the Contract and notwithstanding local practice:</p> <p>(a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and</p> <p>(b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable contract document.</p>
	11.4.2	<p>Evaluation</p> <p>Except as otherwise stated in the Contract, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the Contract Price by evaluating each item of work applying the measurement agreed or determined in accordance with the above Sub-Clauses 11.4 and 11.4.1 and the accepted rate for the item.</p>
Interim Payment Certificates	11.5	<p>Interim Payment Certificates</p>
Application for Interim Payment Certificates	11.5.1	<p>The Contractor shall submit Statement in Two copies to the Engineer preferably after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents. The contractor shall submit supporting documents viz., Detailed measurements recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed including soft copy of the same for checking and payment.</p> <p>The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:</p> <p>(a) Value of the Works executed.</p> <p>(b) any amount to be deducted for retention in accordance with GCC Cl.11.7;</p> <p>(c) any amounts to be added and/or deducted for 'Change in law' in accordance with Sub-Clause 11.1.1;</p> <p>(d) Applicable Output GST. Declaration of the turnover of the previous bill in GSTR 1 and payment of taxes in GSTR 3B of the particular month is the evidence to be submitted as documentary proof of payment of taxes.</p> <p>(e) Applicable Price variation,</p> <p>(f) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 17 [Claims and Disputes]; and</p>

- (g) the deduction of amounts certified in all previous Payment Certificates.
- (h) Any other document specified in Special condition of Contract.

**Issue of Interim
Payment
Certificates**

11.5.2

Engineer shall, within 02 working days after receiving a Statement & supporting documents under sub-clause 11.5.1, deliver to the Employer, with a copy to the Contractor, an Interim Payment Certificate for adhoc payment of 80% of bill value. Further, the Engineer shall, within 7 working days of receiving a statement and supporting documents, deliver to the Employer, with a copy to the Contractor, an Interim Payment Certificate showing the balance amount (i.e. 20%) which the Engineer fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Engineer on the Statement if any.

The Engineer may exclude any item certified in any previous interim payments or reduce the proportion of any item previously certified in any of the interim payments in light of any information provided at a later stage.

Where only a part of the payment applied for is disputed, payment certificate shall be issued for the undisputed amount.

The Engineer shall have the power to omit from any of the contractor's requests for payment the value of any work executed or Materials supplied or services rendered, with which he may for the time being be dissatisfied and for that purpose and for any other reason which to him may seem proper, may delete, correct or modify the sum(s) previously certified by him as being due to the Contractor.

**Payment-
Interim and
Final**

11.6

No amount will be paid until the Employer has received and approved the Performance Security. Also, no amount will be paid until the Employer has received the Mobilization advance utilization certificate from Contractor duly certified by the Engineer.

In case of joint venture following procedure will be adopted for payment

A) Invoicing: The invoice shall be raised by

i. the Joint venture

or

ii. the lead member provided such provision has been made in the JV/consortium agreement.

Payment: subject to (A)

i. Payment shall be made to Joint Venture

or

ii. to the lead member provided such provision has been made in the JV agreement

or

iii. To the JV members separately in their account provided such provision has been made in the JV/consortium agreement.

a) Payment of IPCs

(i) After scrutiny and certification by the Engineer for payment of 80% of bill value issued under sub-clause 11.5.2, the Employer within 04 working days shall make the payment for the certified value. The balance amount (i.e. 20%) shall be paid within 05 working days from the certification of interim payment certificate by the Engineer.

(ii) In the IPC, the contractor should certify that the amount received through IPC No. _____ for a value of Rs. _____ has not been diverted to other projects and the funds are fully utilised for execution of the subject contract. The copies of the supporting vouchers of the disbursement made by the Contractor should also be attached with the IPC.

(iii) In case the contractor diverts the funds from this work to other projects resulting in poor progress/mobilization of resources at work site, then the employer is at liberty to either have the jointly managed account or monitoring mechanism for contractor's Bank account.

(iv) For payment of the contractor's bills and such other payment releases, BMRCL, at its discretion, may adopt ESCROW mechanism of accounts,

which shall be binding on the contractor.

- b) **Incorrect Measurements and Billing.**
In the event of Contractor submitting incorrect measurements or bill for the first time, the Engineer will issue a written warning to him to the effect that the facility of 80% payment without detailed check will be withdrawn in future. If the contractor repeats the same, this 80% payment facility may be completely withdrawn in respect of this contract with BMRCL.
In addition, a penalty of Rupees one lakh shall be imposed for submission of the incorrect bill.
- c) **On-Accounts" Payments not prejudicial to final settlement.**
"On-Accounts" Payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurement" and as such have signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity/quality of work having been executed nor the manner of its execution being satisfactory.
Payment made against any item doesn't necessarily mean acceptance are hundred percent with respect to quality of construction (as defects could arise later on), tests to be done may not have been undertaken due to whatever reason before release of payment
- d) **Final Payment**
The Employer shall pay the amount certified in the Final Payment Certificate payable within 56 days from the date of issue of the Final Payment Certificate. Employer shall make the payment of applicable Output GST.
The Employer shall make Price Variation Payment
- e) BMRCL is not liable to pay Interest, for any delay in payment/payments due to the contractor under this contract.

Retention Money

11.7

11.7.1

Retention Money is the Security Deposit for the performance of the obligations of the contractor during the contract period.

- i. From running account bills/IPC's the Employer shall deduct towards Retention money as an amount as stated 'Contract Data', subject to condition that maximum amount of Retention money shall not exceed as Stated in 'Contract Data' Alternatively, the contractor may submit e-Bank guarantee/Insurance Surety Bond equal to maximum amount of Retention money stated in above para along with 1st IPC so as to facilitate not to deduct retention money in each IPC.
- ii. If the contractor chooses to recover money from IPC's, then, at the request of the contractor, the Employer shall exchange retention money held by him for a e-Bank Guarantee/Insurance Surety Bond of like amount.
- iii. Whenever contract amount exceeds the contract price (as stated in LoA), retention money equal to 5 percent of the increased amount due to the Contractor will be deducted from subsequent IPC's. At the request of the contractor, the Employer shall exchange retention money held by him for a e-Bank Guarantee/Insurance Surety Bond of like amount.
- iv. No retention money will be deducted against the Price Variation sums paid to the contractor.
- v. The Retention money is held by the Employer without obligation to invest them or account for interest thereon or to place them in a designated account. No interest of whatsoever nature and type will be paid to the Contractor by the Employer in respect of Retention money.
- vi. e-Bank Guarantees shall be issued by an Indian Schedule bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.
- vii. Insurance Surety Bond: The Insurance Surety Bond shall be issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI) and shall be payable in Bengaluru in favour of Bangalore Metro Rail Corporation Limited (BMRCL).

viii. Retention Money e-BGs/Insurance Surety Bond shall be valid for a period of 6 months beyond the contract period and should be extended, as and when required by the Employer. The cost towards getting fresh e-BG/Insurance Surety Bond or extension of e-BG/Insurance Surety Bond will be borne by the contractor. Format for Retention Money e-BG/Insurance surety Bond is provided in contract forms.

ix. In case contractor is a Joint Venture, then e-BG /Insurance Surety Bond shall be submitted by any member or members of JV.

11.7.2

Release of Retention Money:

i. One half of the Retention money (Bank Guarantees and/or money) shall become due to the Contractor on the date of issue of the Taking Over Certificate for the whole of the works or the date of issue of last Taking over Certificate, if more than one Taking Over Certificate exist.

ii. One half of the balance of the Retention money (Bank Guarantees and/or money) shall become due to the Contractor on the date of issue of the Performance Certificate and the remainder shall become due to the Contractor upon final payment by the employer.

Statement at Completion

11.8

Not later than 60 days after the issue of the Taking Over Certificate for the whole of Works, the Contractor shall submit, to the Engineer, six copies of a statement of completion with supporting documents, showing in detail, in the form approved by the Engineer under Sub-Clause 11.5:

- (a) the final value of all work done in accordance with the Contract, up to the date stated in such Taking Over Certificate,
- (b) any further sums which the Contractor considers to be due, and
- (c) an estimate of amounts which the Contractor considers will become due to him under the Contract.
- (d) As built drawings.
- (e) 'Local content certificate' (if applicable) from the statutory auditor or cost auditor of the company (In case of companies) or from a practicing cost account or a practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of 'Local Content' as per contract forms.

The estimated amounts shall be shown separately in such statement at completion. The Engineer shall certify payment under Sub-Clause 11.5.2.

Application for Final Payment Certificate

11.9

Not later than 60 days after the issue of the Performance Certificate, the Contractor shall submit to the Engineer six copies of a draft final statement with supporting documents showing in detail, in a form approved by the Engineer:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.
- (c) Applicable Output GST.
- (d) Applicable Price Variation.
- (e) The contractor to submit final bills along with 'as built drawings' (if not submitted as per clause 11.8) otherwise, final bills will not be entertained and final bills will be considered as incomplete and returned.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the Final Statement as agreed.

If, following discussions between the Engineer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Employer shall pay those parts of the draft final statement as certified by the Engineer as not being in dispute. The remainder of the dispute may then be resolved under Clause 17, in which case the Contractor shall then prepare and submit to the Engineer a Final Statement in accordance with the outcome of the dispute.

Discharge	11.10	When submitting the final statement, the Contractor shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all amounts due to the Contractor under the Contract. Such discharge may state that it shall become effective only after payment due under the Final Payment Certificate has been made and the Performance security referred to in Sub-Clause 4.2 has been returned to the Contractor.
Issue of Final Payment Certificate	11.11	<p>The Engineer shall issue to the Employer, with a copy to the Contractor, the Final Payment Certificate within 28 days after receiving the Final Statement and written discharge in accordance with Sub-Clause 11.9 and 11.10 stating:</p> <p>(a) the amount which is finally due, and</p> <p>(b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.</p> <p>If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clauses 11.9 and 11.10, the Engineer shall request the Contractor to do so. If the Contractor fails to make such an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he considers being due.</p> <p>Notwithstanding anything contained herein the issue of Interim Payment Certificate / Final Payment Certificate would not restrict/hinder the right of the Employer under the law/Contract to recover from the Contractor any loss, damage, compensation arising out of fraudulent practice/corrupt practices indulged into by the Contractor prior to the execution of the Contract, during the execution of the Contract and after the completion of the Contract.</p> <p>Notwithstanding anything contained herein, the issue of Interim Payment Certificate / Final Payment Certificate would not absolve the Contractor from any liability/loss/damage/ compensation towards the Employer under the law/Contract arising out of latent and hidden defects in the Works executed by the Contractor under the Contract.</p>
Cessation of Employer's Liability	11.12	In respect of any matter or thing arising out of (or in connection with) the Contract or execution of the Works before the issue of the Taking Over Certificate for the whole of the Works, the Employer shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Statement at Completion described in Sub-Clause 11.8. For any such matter or thing arising after the issue of the Taking Over Certificate for the whole of the Works, the Employer shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Final Statement.
Calculation of Payments in Foreign Currency	11.13	All payments made by the Employer pursuant to the terms of the Contract shall be in the currency or currencies specified in the Contract. Wherever any sum in a foreign currency has to be converted into Indian Rupees for any purpose, the exchange rate to be employed for such conversion shall be the selling rate of exchange at the close of business of the State Bank of India 28 days before the date of submission of Tenders.
Round off	11.14	In every payment to the Contractor, sums of less than fifty paise shall be omitted and sums of fifty paise and more up to one rupee shall be reckoned as one rupee.
Payment by Cheque and E-Payment	11.15	All payments to the Contractor for the Rupee portion shall be made by RTGS (Real Time Gross Settlement)/crossed cheque. No cheque will be issued for an amount of less than Rs. 1000/-. This shall not apply to the final payment.
Tax Deduction at Source	11.16	<p>Tax deductions will be made at source as per statutory requirement from every payment made to the Contractor at rates notified from time to time.</p> <p>(a) Income tax deduction: Income Tax deduction shall be as per law.</p> <p>(b) Labour Cess: The labour Cess will be deducted as per norms of applicable law from each IPCs/Final Bill and remitted to the concerned Authorities.</p> <p>(c) Royalties: The contractor shall mandatorily submit Mineral Despatch Permits (MDP) from authorised Mines. Otherwise, the Royalty will be deducted from</p>

IPCs/Final bill as per prevailing notifications and remitted to the concerned Authorities.

Production of Vouchers	11.17	<p>i. The Contractor shall, whenever required by the Engineer, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the parties.</p> <p>ii. If any part or item of the Work is allowed to be carried out by a Sub-Contractor, assignee or any subsidiary or allied firm, the Engineer shall have power to secure the books of such Sub-Contractor, assignee or any subsidiary or allied firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders.</p>
Withholding and Lien For Sums Claimed	11.18	<p>i. The Employer shall have lien on and over all materials of every description, tools, tackles, plant, equipment or any amount due and/or that may become due and payable to the Contractor under the Contract, and / or on and over the deposit of Performance Security or other amount or amounts made under the Contract and which may become payable to the Contractor. Employer may exercise a general lien also.</p> <p>ii. And further, unless the Contractor pays and clears immediately on demand any claim of the Employer, the Employer shall at all times be entitled to deduct the amount of the said claim from the amount, securities and / or deposits which may have become or will become payable to the Contractor under the existing contract, or under any other Contract or transaction whatsoever between the Employer and the Contractor even if the matter stands referred to competent Court of Law. The Contractor shall have no claim for any interest or damage whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor.</p> <p>iii. Whenever any claim or claims for payment of a sum of money arise out of or under the contract against the Contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the EMPLOYER shall be entitled to withhold the said Security Deposit or the security, if any, furnished as the case may be also have a lien over the same pending finalisation or adjudication of any such claim. In the event of security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Employer shall be entitled to withhold and have a lien to the extent of such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Employer or any Department of the Central and State Government pending finalisation or adjudication of any such claim. It is an agreed term of the contract that the sum of money or monies so withheld or retained under the lien referred to above, by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the competent Court of Law as the case may be and that the Contractor will have no claim for interest or damage whatsoever on any account in respect of such withholding or retention under the lien referred to Supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner</p>

limited company, as the case may be whether in his individual capacity or otherwise.

- iv. Amount due for recovery on account of hire charges of Employer's Machinery and other facilities (if provided) as also for other services and electricity charges and expenditure, if any, incurred by the Employer on Contractor's behalf on labour, materials and equipment which may become due from the Contractor as per terms of this contract as well as under any other prevailing laws will be recovered from the payments to the Contractor as and when due.

Signature on Receipts For Payments	11.19	Every receipt of payment to Contractor including refund of the Performance Security shall be signed by the person authorized to do so on his behalf. In the event of death of any of the Contractor's partners in case the Contractor is a partnership firm, during the currency of the Contract, it is hereby expressly agreed that every receipt by any one of surviving Contractor's partners, shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid, provided that nothing in this Clause shall be deemed to prejudice or affect any claim, which the Employer may hereafter have against the legal representatives of any Contractor's partner so dying, for or in respect of breach of any of the conditions of the Contract. Provided also that nothing contained in this clause shall be deemed to prejudice or affect the respective rights and obligations of the Contractor's partners, or of the legal heirs / representatives of any deceased Contractor / partner interest
Post Payment Audit	11.20	It is an agreed term of the Contract, that the Employer reserves to himself the right to carry out a post payment audit and / or technical examination of the Works, and the Final bill including all supporting vouchers, abstracts, etc., and to make a claim on the Contractor for the refund of any excess amount paid to him, if as a result of such examination, any over-payment to him is discovered to have been made in respect of any work done or alleged to have been done by the Contractor, under the Contract. If any under-payment is discovered, the same shall be paid by the Employer to the Contractor. Such payments or recoveries, however, shall not carry any interest.
Recovery of money due to the Employer	11.21	<p>All damages (including, without limitation, Liquidated damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from amount due to the Contractor under the Contract including, without limitation, and the Employer shall have the power to recover any balance not so deducted from amount due to the Contractor under any other contract between the Employer and the Contractor.</p> <p>When the Contractor has assigned to a third party the right to receive amount due, or, to become due, under the Contract to the Contractor or charged such amount in favour of a third party, the Employer's right to deduct damages (including without limitation Liquidated damages), costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer from amount due to the Contractor under the Contract shall be limited to the right expressed above.</p>
	12	Variations
Right to Vary	12.1	All Variations shall be recorded in a written instruction from the Engineer either as a Contractor's Variation or as an Employer's Variation, and shall not be implemented by the Contractor without such an instruction in writing from the Engineer. No Variation shall in any way vitiate or invalidate the Contract. The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation. If the Construction and/or Manufacture Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.
Contractor's Variations	12.2	Value Engineering or Innovation

Value Engineering Proposals	12.2.1	<p>The Contractor may submit to the Employer, in writing at his own cost, value engineering proposals for modifying the Employer's Requirements provision of additional land, access or feasibility over and above that is provided in the Contract for the purpose of saving in time, construction or manufacture costs. The value engineering proposal shall not impair the essential character, functions or characteristics or the Work, including service life, economy of operation, ease of maintenance, desired appearance, or Design and safety standards.</p> <p>The Contractor shall provide his value engineering proposal in a time limit prescribed by the Engineer. The Engineer's decision in this regard shall be communicated to the Contractor within a reasonable period of time. If by any reason the time limit specified by the Engineer is exceeded, the proposal may not be considered.</p> <p>The decision of the Engineer in this regard shall be final and binding.</p>
Value Engineering Proposals – Contents	12.2.2	<p>If the Employer requires or accepts it, and if the Contractor wants to proceed with the proposal, the Contractor must provide (at no cost to the Employer) a detailed report prepared by a consultant acceptable to the Employer and which shall include:</p> <ol style="list-style-type: none"> a general description of the original Contract requirements for the Works and the proposed changes any detail of all the proposed modifications to the drawings and specifications any detail of all Work and goods affected by the value engineering proposal a detailed estimate of the construction cost based on the original Contract requirements and based on the proposed changes any resultant time extensions or reductions for the Contract statement to the extent of minimum saving expected. The Contractor's cost of preparing value engineering proposal shall be excluded in determining the estimated net savings in construction costs.
Value Engineering Proposals- Employer Review	12.2.3	<p>The Employer may in his sole discretion, accept or reject the value engineering proposal or any part thereof and determine the estimated net saving in the construction cost. The Employer shall not be liable for delays or damages to the Contractor due to any failure of the Employer to accept or act upon any value engineering proposal submitted pursuant to this Clause. If the submitted value engineering proposal is similar to a change / variation already under consideration by the Employer, the Employer may make such changes without respect to the value engineering proposal.</p> <p>Once, the Employer or the Engineer rejects the value engineering during proposition due to any reason, it shall not be pursued by the Contractor in any other form.</p>
Amendments- Employer Issuance	12.2.4	<p>If the value engineering proposal is acceptable to the Employer in whole or in parts, it will accept by execution of an amendment. Such amendment shall identify all the changes in the specifications, Contract Period etc., shall specify net savings on construction costs and shall provide that the Contractor be paid 30% of saved net savings amount based on the difference between the amount contained in the Contract and the estimated net savings both as determined by the Employer.</p>
Contractor's Acceptance and Payment	12.2.5	<p>The Contractor shall either accept or reject any proposed amendment executed by the Engineer pursuant to this section within 5 working days of its receipt date from the Employer. If the Contractor does not reject the same in the period stipulated above, the amendments shall be deemed to be accepted by the Contractor and shall become a variation to the Contract. The Contractor's acceptance shall be unconditional and compensation of 30% of the value shall constitute the full compensation. The Contractor will be paid this 30% or less but not more at the time of final payment on Engineer's certification that the net savings as intended by value engineering have been achieved.</p>
Employer's Variations	12.3	<p>"Employer's Variation" means a change in the Employer's Requirements which makes necessary alteration or modification of the Design, quality or scope of Works as described by or referred to in the Employer's Requirements. Changes to any sequence, method or timing of construction, manufacture, testing and Commissioning and changes to any part of the Site or the work area or access</p>

thereto will not constitute Employer's Variation.

An Employer's Variation shall be requested and implemented in accordance with and subject to the following provisions:

- (a) If the Employer requests for Variation, the Contractor shall submit following details at his own cost within 14 days or within the period as specified by the Engineer;
 - (i) a description of the proposed work to be performed and a programme for its execution.
 - (ii) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 4.13, and Key dates.
 - (iii) the Contractor's proposal for adjustment to the Contract Price.
 - (iv) effect on the warranties of the Contractor set out in GCC Clause 4.2

The contractor shall furnish sufficient information in terms of rates/prices of the equipment/components manufactured by the Contractor or sourced from the Vendors/Sub-contractors such as: estimated man-hours, man-hours rates for manufactured items, design costs, basic rate of materials, sub-assemblies, taxes, duties, overheads & profits and inflation rate, so as to establish the reasonableness of the variation price.

The decision of the Employer in regard to consider it as Employer's variation or not is final and binding on the contractor.

- (b) any agreement between the Engineer and the Contractor as to the terms upon which an Employer's Variation may be implemented shall have no contractual or other legal effect, until it is in writing and is signed by the Contractor and the Engineer. The Engineer before signing such agreement shall take prior approval of the Employer. The terms of this agreement will be binding upon the Contractor and the Employer. This agreement shall determine the amount which should be added to or deducted from the relevant schedules in pricing document and/or the revisions (if any) which should be made to the Payment Schedules as a result of the Variation.

In the event of the Engineer and the Contractor failing to reach agreement on the revisions to be made to the schedules in pricing documents the Engineer shall, with the approval of the Employer, determine the amount which should be added or deducted from the relevant schedules amount which shall be binding on the Contractor. In case the Contractor supplies part/ incomplete information or refuses to supply the required information, the Employer shall determine the cost of Variation based on the information available to him from any sources which in his judgment can be used to determine the case. The Contractor will proceed with the Work on this basis but may submit his Claim if necessary.

In assessing work covered by any sub-contract, the Engineer will have, where he deems necessary, access to the original sub-contract conditions, rates, prices and details of the variation claimed, to assist in evaluating any Variations.

- (c) If the Engineer withdraws the request for an Employer variation, the contractor shall have no claim of any kind whatsoever arising out of or in connection with any of the proposal made or any failure to reach agreement in case the Employer's variation involves omission of part of the works the agreement shall address the issue of reduction in the Contract Price.

12.3.1 Variation in Quantity of Items Covered by the Bill of Quantities

The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the Work. The Contractor shall be bound to carry out and complete the stipulated work, irrespective of the magnitude of the variations in individual items specified in the Bill of Quantities. Also, Employer does not guarantee work under every item of Bill of Quantities (BOQ).

Such variations in quantities shall be paid for in the manner laid down below;

- I. The accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity (on Plus side) originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per Sub- para III below.
- II. The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works. In case of variation in quantity on minus side, rates will be payable at the accepted rates of the contract for the executed quantities.
- III. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates;
 - a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
 - b. Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.
 - c. Variation in quantities of individual items beyond 150% shall be paid at 96% of the rate awarded for that item in that particular tender.
 - d. Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
 - (i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item as per accepted rate;
 - (ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item as per accepted rate;
 - (iii) Variation in quantities of individual minor value item beyond 200% shall be paid at 96% of the rate awarded for that item as per accepted rate.
- IV. In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

12.3.1.1 BOQ Schedule pertaining to COMMON Schedule of Rates (SR) Published by KPWD

If any work item is not included as an itemized entry in any of the Bill of Quantities (BOQ) schedules of the tender or contract, but is available in the Common Schedule of Rates (SR) of KPWD, the rate for such item shall be derived from the corresponding rate specified in the *Common SR for Engineering Departments* published by KPWD under the schedule titled “*Items under Schedule of Rates Published by KPWD.*” The contractor’s quoted percentage (if any) shall then be applied to arrive at the payable rate.

Variations in quantities and/or items under this Schedule shall be considered based on the cumulative value for the schedule exceeding the earmarked amount by more than twenty-five percent (25%) on the positive side. All such variations shall be valued and paid strictly in accordance with the provisions of GCC Clause 12.3.1.1.

12.3.2 Rates for Extra items of work / Non-Tender Items

The Contractor on receipt of instructions from the Engineer shall be bound to carry out extra item(s)/ non-tender items of work ordered as variation. The Contractor shall give a notice to the Engineer at least 7 days before the need for their

execution arises.

The rates for such extra items / Non-tendered items of work (for which the Contract does not contain any rates or prices applicable to such items of works and if such item/items are not available in schedule 'ITEMS UNDER SCHEDULE OF RATE PUBLISHED BY KPWD') shall be finalized by negotiation between Engineer and the Contractor considering derived rates in following order of priority:

- (i) Derived rates worked out based on accepted rate(s) of similar or nearly similar item(s) available in the BoQ of this Contract with price variation till the date of variation proposal.
- (ii) Derived rates worked out based on at par rate(s) of similar/nearly similar item(s) from prevailing Common SoR published by KPWD for Engineering Departments.
- (iii) Derived rates shall be determined based on the accepted rates of similar or nearly similar items included in the Bills of Quantities of other BMRCL contracts, by adopting the arithmetic average of the accepted rates of the contracts not older than 3 years taken into consideration.
- (iv) Derived rates worked out based on at par rate(s) of similar or nearly similar item(s) of prevailing CPWD SoR as applicable to Bangalore.
- (v) In case derivation of rates is not possible as per (i) to (iv) above, the rate(s) may be decided by making a rate analysis considering following:
 - a. Cost of material (excluding input GST) at current market rates, as required in the final finished permanent work, including a reasonable percentage for wastage and transportation.
 - b. Cost of temporary works if any (unless provided for separately) minus salvage value of serviceable material released after completion of temporary work and duly adjusted cost of material realized for secondary use / scrap.
 - c. Cost of labour used at the site of work adopting rates under payment of Minimum Wages Act for the area of work, for each category of worker.
 - d. Hire charges for plant and machinery, scaffolding, shuttering, forms, etc., required to be used at the site of the work. The tools used by various trades shall not be counted as plant and machinery for this purpose.
 - e. An amount of 15% of items (a), (b), (c) and (d) above to allow for contractor's overheads, and profits. This percentage shall not apply to estimated cost of materials supplied free to the contractor.

Rates for higher/lower grade of concrete can be derived by adding for extra or by deducting for the less for the cost of the constituent components from the accepted rates in the BOQ.

**Variation
Procedure**

12.4

The Engineer shall, as soon as practicable after receipt of proposals under sub-clauses 12.2 and/or 12.3, respond with approval, rejection or comments.

After receipt of proposal, it will be the prerogative of the Employer, whether to instruct and proceed ahead with the variation or drop the proposal in part or full. In that case, no cost of preparing and submitting the proposal will be payable to Contractor.

If the Engineer instructs or approves a Variation, he shall proceed in accordance with Sub-Clause 3.5 to agree or determine adjustments to the Contract Price, Time for Completion.

Payment in Applicable Currencies	12.5	If the Contract provides for payment of the Contract Price in more than one currency, and an adjustment is agreed or fixed as stated above, the amount payable in each of the applicable currencies shall be specified when the adjustment is agreed or fixed. In specifying the amount in each currency, the Contractor and the Engineer (or, failing agreement, the Engineer) shall take account of the actual or expected currency proportions of the Cost of the varied work, without being bound by the proportions of various currencies specified for payment of the Contract Price.
	13	Determination/Termination of the Contract
Notice to Contractor	13.1	<p>Right of Employer to determine the Contract</p> <p>The Employer shall be entitled to determine/terminate the contract at any time should, in the Employer's option, the Cessation of work become necessary owing to paucity of funds or from any other cause whatsoever, in which case the value of approved materials at site and work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Employer of such determination and the reasons therefore shall be conclusive evidence thereof.</p> <p>Payment on determination of Contract by Employer.</p> <p>(i) Should the contract be determined under Sub-Clause 13.1 and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the works, the Employer shall admit and consider such claims as are deemed reasonable and supported by voucher to the satisfaction of the Engineer. The Employer's decision on the necessity and propriety of such expenditure shall be final and conclusive.</p> <p>(ii) The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.</p>
	13.2	If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.
Conditions Leading To termination of Contract	13.2.1	<p>The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,</p> <ol style="list-style-type: none"> fails to comply with a notice under Sub clause 13.2 above. abandons or repudiates the Contract without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with the Contract Sub-contracts the whole of the Works or goes beyond the permitted limit as given in the General Conditions of Contract Clause 4.5 or assigns the Contract without approval of the Employer. becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or fails to adhere to the agreed programme of work on review weekly / fortnightly / monthly basis by margin of 10% or 60 days, whichever is earlier or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or fails to remove materials from the Site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or fails to take steps to arrange and/or augment machinery, tools, plant and or equipment employ competent and/or additional staff and labour, or fails to afford the Engineer or his representative proper facilities for inspecting the Works or any part thereof, or Indulges in corrupt or fraudulent practices as explained in Clause 4.33.1. Diversion of advances as explained in Clause 11.2.5.

**Right of
Employer on
Termination of
contract due to
default of
Contractor**

13.2.2

In any one of the above events or circumstances, the Employer may upon giving 14 days' notice to the Contractor, terminate the Contract in whole or in parts in so far as it is practicable to do so and expel the Contractor from the Site for that portion of the Work which is terminated. However, in case of sub-paragraph (e) or (k), the Employer may by notice terminate the Contract immediately, viz. within 24 hours.

The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.

In the event of any or several of the courses, referred to in Sub-Clause (13.2.1) being adopted:

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) In the contract which has been terminated as a whole, the Retention Money already with BMRCL under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. After termination, the Employer may complete the works and/ arrange for any other entities to do so, in any manner whatsoever or by adopting any means whatsoever, as decided by the Employer. The Employer and his entities may then use the roads, the Contractor's documents and his Design document made by or on behalf of the Contractor. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm. Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.
- (c) In the contract terminated in part or parts,
 - (i) The Performance Guarantee proportionate to the extent of the terminated part or parts of the 'part terminated' contract with reference to the contract price as mentioned in LOA shall be encashed/ forfeited. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
 - (ii) The Retention Money of part terminated contract shall not be encashed/ forfeited.
 - (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
 - (iv) After termination, the Employer may complete the works and/ arrange for any other entities to do so, in any manner whatsoever or by adopting any means whatsoever, as decided by the Employer. The Employer and his entities may then use the roads, the Contractor's documents and his Design document made by or on behalf of the Contractor. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

Non-exercise of power not to constitute waiver

13.2.3

Provided always that in case any of the powers conferred upon the Employer by Sub-clause 13.2 and Sub Clause 13.2.1 above, shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.

13.3

Termination by Contractor

Default of Employer

13.3.1

In the event of the Employer becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or Amalgamation, then, the Contractor may give notice requiring the Employer to remedy the default within 28 days after receipt of the notice. If the Employer fails to remedy the default or fails to propose steps reasonably acceptable to the Contractor to do so and in that case, the Contractor may terminate the Contract after issue of 14 days' notice to the Employer with a copy to the Engineer. In this case, the Contractor shall be compensated as per Sub Clause no.13.3.4.

The Engineer's decision on the amount payable on this account shall be final and binding.

Contractor's Entitlement to Suspend the Work

13.3.2

If the Contractor suspends work or reduces the rate of progress of work in accordance with the provisions of this Sub-Clause and thereby suffers delay or incurs costs the Engineer shall, after due consultation with the Employer and the Contractor, determine any extension of time to which the Contractor is entitled under sub-clause-8.4.

Cessation of Work by Contractor

13.3.3

After termination under Sub-Clause 13.3, the Contractor shall:

- a. ceases all further work, except for such work as may be necessary and instructed by the Engineer for the purpose of making safe or protecting those parts of the Works already executed, and any Work required to leave the Site in a clean and safe condition,
- b. hand over all Construction and/or Manufacture Documents, Plant and Materials for which the Contractor has received payment,
- c. hand over those parts of other Works executed by the Contractor up to the date of termination, and
- d. removes all Contractor's Equipment which is on the Site and repatriate all his staff and labour from the Site.

Any such termination shall be without prejudice to any other right of the Contractor under the Contract.

Payment on Termination	13.3.4	<p>After termination under Sub-Clause 13.3.1 the Employer shall return the Performance Security, and shall pay the Contractor an amount calculated and certified in accordance with the following conditions:</p> <ul style="list-style-type: none"> a The value of approved materials actually brought to the site and reasonably required to execute the works during next three months, as per approved programme, and b Value of work completed up to date by the Contractor at rates specified in the Contract, after taking into account any deductions, retentions, setoff. c In addition a sum not exceeding 2% (two percent) of the value of the work remaining incomplete on the date of Termination notice taking effect. <p>The payment as above are full compensation for termination under this clause and the Contractor has no claim for damages or other entitlements whether under the contract or otherwise.</p>
	13.3.5	<p>In case of termination/ foreclosure of the Contract under whatsoever circumstances, any remaining tools, plants, equipment's and surplus materials of the Employer with the Contractor will be returned to the Employer at Employer's depot at the Contractor's cost. In case of the failure of the Contractor to do so, the Employer will be entitled to recover their cost from the Contractor from the amount becoming due to the Contractor or from any other amount due in any other contracts. The decision of the Engineer of the amount to be recovered will be final decision and full credit at rates initially charged to the Contractor shall be allowed for such materials. Similarly the Employer shall be entitled to recover the cost of the unreturned material, plants, equipment and tools from the Contractor, where such material have been supplied free of cost and plants ,equipment and tools, free of cost or on lease basis to the Contractor as stipulated in the Contract.</p>
Survival	13.4	<p>Termination of this Contract</p> <ul style="list-style-type: none"> a. shall not relieve the Contractor or the Employer of any obligations already incurred hereunder which expressly or by implication survives Termination hereof and b. except as otherwise provided in any provision of this Contract expressly limiting the liability of either party, shall not relieve either party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
	14	Risk and Responsibility
Indemnity	14.1	<p>The Contractor shall indemnify and hold harmless the Employer, the Engineer, the Designated Contractors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:</p> <ul style="list-style-type: none"> (a) sickness, or disease, or death of, or injury to any person; and (b) loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and (c) Loss, damage or costs arising from the carriage of Plant and Materials and/or ownership or chartering of marine vessels by the Contractor, or any sub-contractor of any tier. <p>The Contractor shall also indemnify and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc. as detailed out in Sub Clause 5.8.</p> <p>All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. The decision of the Engineer as to compensation claimed shall be final and binding.</p>

Contractor's Care of the Works	14.2	<p>The Contractor shall take full responsibility for the care of the Works, or any part thereof, including full responsibility for the care of any work being manufactured, or stored off-Site for inclusion in the Works, or in the course of transportation to the Site, and for the care of Contractor's Equipment, Temporary Works, Plant and any other Material, whatsoever, on the Site or delivered to or placed on the Site in connection with, or for the purpose of the Works.</p> <p>The Contractor shall take this responsibility from the Commencement Date until the date of issue of the Taking Over Certificate, when responsibility shall pass to the Employer. If the Engineer issues a Taking Over Certificate for any Section or part of the Works, the Contractor shall cease to be responsible for the care of that Section or part from the date of issue of such Taking Over Certificate when responsibility shall pass to the Employer.</p> <p>The Contractor shall take responsibility for the care of any outstanding work which is required to be completed prior to the expiry of the Contract Period, until the Engineer confirms in writing that such outstanding work has been completed. If any loss or damage happens to the Works, any other property or person, arising from any cause other than the Employer's risks listed in Sub-Clause 14.3, during the period for which the Contractor is responsible, the Contractor shall rectify such loss or damage, at his cost, so that the Works conform with the Contract or at the option of the Employer, will pay or allow to the Employer the cost of rectifying such loss or damage. Notwithstanding such loss or damage, the Contractor shall proceed with the execution of Works in all respects in accordance with the Contract and the Engineer's instructions. The Contractor shall also be liable for any loss or damage to the Works caused by any operations carried out by the Contractor after the date of issue of the Taking Over Certificate.</p>
Employer's Risks	14.3	<p>The Employer's risks of loss or damage to physical property in India and of death and personal injury occurring in India in consequence of the performance of obligations under the Contract are:</p> <ul style="list-style-type: none"> (a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, act of terrorism. (b) rebellion, revolution, insurrection, or military or usurped power, or civil war, within India, (c) riot, commotion or disorder by persons unless solely restricted to or caused by employees of Contractor or of sub-contractors currently or formerly engaged in the Works, (d) Ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material, Pressure waves caused by aircraft or other aerial devices (e) travelling at sonic or supersonic speeds, and (f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract.
Consequences of Employer's Risks	14.4	<p>If an Employer's risk results in loss or damage, the Contractor shall promptly notify the Engineer and shall rectify this loss or damage to the extent required by the Engineer.</p> <p>If the Contractor suffers delay and/or incurs cost from rectifying this loss or damage, the Contractor shall give notice to the Engineer and shall be entitled to claim:</p> <ul style="list-style-type: none"> (a) Extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4, and (b) Amount of such cost, which shall be added to the Contract Price.
Contractor's Risks	14.5	<p>The Contractor's risks are all risks other than the Employer's risks given in sub-clause 14.3.</p>

Limitation of Liability		<p>Except as provided otherwise in these Conditions, neither party shall be liable to the other party for loss of use of any Works, loss of profit, loss of any Contract or any other indirect or consequential loss or damage which may be suffered by the other party in connection with the Contract. The total liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub-Clause shall not limit the liability of the Contractor:</p> <ul style="list-style-type: none"> (a) under Sub-Clauses 4.18, 4.19, 5.7, 7.10, 7.11, and 8.6 (b) under any other provisions of the Contract which expressly impose a greater liability, (c) in cases of fraud, wilful misconduct or illegal or unlawful acts, or (d) in cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances.
	15. Insurance.	
Professional Indemnity Insurance	15.1	<p>The Contractor shall effect and maintain Professional Indemnity Insurance, preferably in the name of BMRCL, for the amount in Indian Rupees stipulated in 'Contract data' In respect of any design of the Works to be carried out by or on behalf of the Contractor. This insurance, which shall ensure the Contractor's liability by reason of professional negligence and errors in the design of the Works, shall be valid from the date of commencement of Works, until 5 years after the date of issue of Performance Certificate.</p> <p>Alternatively, the Contractor shall renew the insurance before the expiry of the Yearly Insurance in such a way that the entire validity period is covered.</p> <p>The Engineer will not issue Final Payment Certificate until the Contractor has produced evidence that coverage of the Professional Indemnity Insurance has been provided for the aforesaid period.</p>
Injury to third party personnel and Property of third party/ies	15.2	<p>The contractor shall be liable for and shall indemnify the Employer (principal) against any liability, loss claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whatsoever arising out of or in the course of or caused by the carrying out the contract works, unless due to any act or neglect of the Employer (principal).</p> <p>The contractor shall be liable for and shall indemnify the Employer (Principal) against any expenses, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the contract works, and provided always that the same is due to any negligence, omission or default of the contractor, his servants or agents of any sub-contractor, his servant or agent.</p>
Insurance Against Injury to Persons and Property.	15.3	<p>Without prejudice to his liability to indemnify the Employer (Principal), the contractor shall take all types of insurance policies such as Contractors All Risks and Workmen's Compensation (Employers Liability) Policy at his cost in the JOINT NAMES OF THE EMPLOYER (PRINCIPAL) AND CONTRACTOR AND SUB CONTRACTOR, IF ANY and maintain such policies throughout the period of contract works.</p> <p>Such insurance as are necessary to cover the liability of the contractor or as the case may be of such Sub-Contractor in respect of personal injuries or death of workmen engaged by the contractor or sub-contractor, arising out of or in course of or caused by carrying out of work.</p> <p>The contractor at his cost shall maintain in the joint names of the Employer (principal) and contractor such insurances as may be required in respect of any expenses, liability, loss, claim or proceedings which the Employer (principal) may incur or sustain by reason of injury or damage to property real or personal arising out of or in the course or by reason of the carrying out the work, and caused otherwise than by the negligence, omission or default of the contractor, his servants or agents or any sub-contractor, his servants or agents.</p> <p>Any such insurance policy or policies or receipts effected shall have to be submitted in original with the Employer (principal).</p>

Insurance of the contract works under a Contractors All Risks Insurance Policy.	15.4	<p>The contractor at his cost shall in the JOINT NAMES OF THE EMPLOYER (PRINCIPAL) AND CONTRACTOR:</p> <ol style="list-style-type: none"> i. Insure the plant, material and works forming part of the contract works against loss or damage by all types of risks as envisaged under the standard Contractors All Risks policy. ii. obtain the insurance policy for the full replacement cost at site of the contract works entrusted to the contractor, sub-contractor. iii. Include in the insurance policy the cost of demolition works if any. iv. Ensure that the policy shall remain in force till the entire contract works is completed and the Taking Over Certificate issued. <p>The Contractors All Risks policy which is an All Risks policy with only named exclusions normally extends cover for loss or damage caused by fire, storm, tempest, lightning, flood, aircraft or anything dropped there from, aerial objects, riot and civil commotion, defective materials, defective workmanship, etc. and shall be extended to cover the following:</p> <ol style="list-style-type: none"> a. earthquake risks b. terrorism c. Third Party Liability including Cross Liability to the extent of at least 10% of the contract works. d. Debris removal (of insured property) to the extent of at least Rs. 50 lakhs e. Owners (Principal's) surrounding property to the extent of 10% of the policy limits. f. Defect Liability for a period of 12 months from the date mentioned in the taking over certificate for the whole of the works.
Contractor's plant & machinery.	15.5	<p>All the Contractor's Plant, Equipment & Materials shall be brought and kept at the Facilities Site at the sole cost, risk and expense of the Contractor. The Employer shall not be liable for any loss or damage thereto until the completion of work or removal of materials, plant & machinery, whichever is later. The Contractor, at its sole cost, shall maintain adequate, appropriate and prudent insurance with respect thereto. Any insurance policy carried by the Contractor, any Subcontractor or any third party on the Contractor's Equipment shall provide for a waiver of the underwriter's right to subrogation against the Employer, the Lenders, affiliates, employees, insurers and underwriters. The Contractor shall obtain adequate insurance to cover all equipment, tools and the Constructional Plants rented or leased from third parties.</p> <p>The Contractor shall obtain insurance for all plant & equipment and materials whether at Site as aforementioned or whether in transit or in storage awaiting shipment to the Site, including erection/re-erection and testing at site and subsequent operation and until their removal from site.</p> <p>The policy shall be on floater basis which provides usage of the plant & machinery at different project sites, including Earthquake, Terrorism, underground works, third party liability including cross liability for not less than 10% of the total value of plant & machinery. The policy should also cover clearance and removal of debris for not less than 10% of the claim amount, any other relevant add on cover. Plant and Machinery brought to the site in semi or completely knocked down condition is to be insured under the storage cum erection All Risks policy. Once assembled and put to use and which are in readiness for operation are to be insured under the contractor's plant & machinery insurance policy. The policy shall be obtained in the joint name of the Principal i.e. BMRCL and the contractor.</p>
Workmen Compensation (Employers Liability) Insurance.	15.6	<p>The contractor before commencing the contract shall file with BMRCL the list of the Plant & machinery that would be in use at the project site, their make, model, year of manufacture, current cost of replacement and the insurance shall be availed based on the list so submitted.</p> <p>Workman's compensation policy with the following endorsement no.140 to protect Employer (Principal) interest.</p> <p>"It is hereby understood and agreed that in the event of any workman employed by the within named insured or any dependent of such workman bringing or making a claim under Section 12 of the Workmen's Compensation Act 1923, and</p>

subsequent amendments of the said Act againstfor personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the within policy which the Insured may be carrying out for the said.....the Company will indemnify the said.....against such claim and/or any costs, charges and expenses in respect thereof Provided always that the Company shall not be liable hereunder unless the Company have the sole conduct and control of all claims covered by this endorsement. Nothing in this endorsement shall be construed as affecting the Insured's title to recover damages under any other Section of the said Act."

The policy shall be:

- a. In the joint names of the Employer(Principal), contractor and sub-contractor
- b. for the declared wages and emoluments as per standard terms of the policy.
- c. cover all the workmen of the contractor and sub-contractor
- d. in force till the completion of the work
- e. include cover for medical expenses incurred on account of an accident or injury sustained by the workmen in the course of and during the employment
- f. include cover for Liability as per Fatal Accidents Act and Common Law.

General requirements for insurances

15.7

The Contractor shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the Employer:

- (a) evidence that the insurances described in this Clause have been effected, with an Insurance Company operating in India.
- (b) Submit the original of the policies with the Employer (Principal) for the insurances described as above.

When each premium has been paid, the Contractor shall submit copy of receipts to the Employer. The Contractor shall also, when providing such evidence, policies and receipts to the Employer, notify the Engineer of so doing.

The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the employer. Each policy insuring against loss or damage shall provide for payments required to rectify such loss or damage. Payments received from insurers shall be used for the rectification of such loss or damage.

The contractor (and, if appropriate, the employer) shall comply with the conditions stipulated in each of the insurance policies. The contractor shall make no material alteration to the terms of any insurance without the prior approval of the employer. If an insurer makes (or purports to make) any such alteration, the contractor shall notify the employer immediately.

If the contractor fails to effect and keep in force any of the insurances required under the contract, or fails to provide satisfactory evidence, policies and receipts in accordance with this sub-clause, the employer may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default, and pay the premiums due. In such cases the premium paid by the employer plus nominal administrative charge shall be recoverable from the contractor by the employer, and may be deducted by the employer from any amounts due, or to be come due, to the contractor or recover the same as debt due from the contractor. The contractor shall not dispute the amount of premium paid by the employer or the overhead charges thereon.

Nothing in this clause limits the obligations, liabilities or responsibilities of the contractor or the employer, under the other terms of the contract or otherwise. Any amount not insured or not recovered from the insurers shall be borne by the contractor and/or the Employer accordingly, unless otherwise specified in the Special Conditions of Contract.

The Contractor shall submit to the Engineer, the details of all claims made with the insurer and claims accepted by the insurer or any other details as required by the Engineer on monthly basis.

All insurances mentioned shall be obtained with insurers approved by the Employer (Principal) and the contractor shall submit with the Employer (Principal) the policy or policies and the receipts in respect of premium paid.

Should the contractor make default in insuring or continuing to insure different from stated aforesaid the employer(principal) may himself insure against any risk with respect of which the default shall have occurred and deduct the premium from any amounts due to or to become due to the contractor. The Deductions shall be as envisaged in of the General Requirement for insurance given above.

Provided always that if the contractor shall independently of his obligations under this contract maintain a policy of insurance which covers (inter-alia) the said work, materials and goods against the aforesaid contingencies to the full value thereof then the maintenance by the contractor of such policy shall if the employer's (principal) interest is endorsed thereon, be a discharge of the contractor's obligation to insure in the joint names of the employer(Principal) and the contractor and the production by the contractor as and when may reasonably be required by the Employer(Principal) of a current certificate of insurance from the company or firm which shall have issued the said policy shall be a discharge of the contractor's obligation to submit with the Employer(Principal) a policy or policies and the receipts in respect of premium paid.

Upon settlement of any claim by the insurance companies under the insurances aforesaid, the contractor shall diligently with due diligence shall restore work damaged, replace or repair unfixed materials or goods which have been destroyed or injured, remove or dispose of any debris and proceed with the carrying out and completion of the work. All amounts received from such insurances shall be paid to the contractor by instalments under certificates of the Employer issued at the "Period of interim Certificate". The contractor shall not be entitled to payment in respect of restoration of work damaged, replacement and repair of any unfixed materials or goods and removal and disposal of debris Employer(Principal) other than amounts received under said insurance.

16 Force Majeure

Definition of Force Majeure

- 16.1** In this Clause, "force majeure " means an event beyond the control of the Employer and the Contractor, which makes it impossible or illegal for a party to perform, including but not limited to:
- (a) act of God;
 - (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
 - (c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly;
 - (e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors currently or formerly engaged on the Works.

If a party considers that it may be affected by Force Majeure, the party shall promptly notify the other party and Engineer of such Force Majeure within 21 days of such occurrence. If neither party issues any notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract shall continue to have effect as such.

Effect of Force Majeure Event

- 16.2** Neither the Employer nor the Contractor shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure event which arises after the date of signing of agreement. Upon the occurrence of such Force Majeure, the affected party shall endeavour to continue to perform its obligations as far as reasonably practicable.

Contractor's Responsibility

- 16.3** If affected by such Force Majeure, the Contractor shall promptly notify the Engineer of any proposals for overcoming the consequences of the Force

		Majeure, including any reasonable alternative means for performance, but shall not carry out these proposals without the consent of the Engineer.
Employer's Responsibility	16.4	If affected by such Force Majeure, the Employer shall promptly notify the Engineer and the Contractor of any proposals for overcoming the consequences of the Force Majeure.
Payment to Contractor	16.5	If the Works shall suffer loss or damage due to such Force Majeure, the Contractor shall be entitled to have included, in an Interim Payment Certificate, the Cost of work executed in accordance with the Contract.
Resumption of Work	16.6	<p>The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.</p> <p>In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.</p> <p>Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.</p>
Optional Termination, Payment and Release	16.7	<p>Irrespective of any extension of time, if a Force Majeure occurs and its effect continues for a period of 6 months, after notice has been given under Sub-Clause 16.1, either party may give to the other party a notice of termination the Contract which shall take effect 28 days after the notice is given. Unless at the end of 28 days' period the effect of the Force Majeure has ceased, the Contract shall terminate upon that date. Otherwise, the Contract shall remain in effect.</p> <p>The Contractor shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any Plant and Materials lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.</p>
Release from Performance Under the Law	16.8	If under the law of the Contract the Employer and the Contractor are released from further performance, the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 16.7, if the Contract had been terminated under that Sub-Clause.
	17	Claims, Disputes and Conciliation
		Any and all Disputes shall be settled in accordance with the provision of this Clause
Procedure for Claims	17.1	<p>If the Contractor intends to claim any additional payment under any clause of these Conditions or otherwise, the Contractor shall give notice to the Engineer as soon as possible and in any event within 28 days of the start of the event giving rise to the claim.</p> <p>The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer shall, on receipt of such notice, inspect such records and may instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all such records, and shall (if instructed) submit copies to the Engineer.</p> <p>Within 28 days of such notice, or such other time as may be agreed by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <ol style="list-style-type: none"> the initial fully detailed claim shall be considered as interim; the Contractor shall send further interim claims at monthly intervals, giving the cumulative amount claimed, and any such further particulars as the Engineer may reasonably require; and

- c. the contractor shall send a final claim within 28 days after the end of effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

If the Contractor fails to comply with this Sub-clause, he shall not be entitled to claim any additional payment.

Payment for Claims	17.2	The Contractor shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Engineer considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated.
No Legal action till Dispute Settlement Procedure is Exhausted	17.3	Any and all Disputes shall be settled in accordance with the provisions of Clause 17. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 17 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.
Notice of Dispute	17.4	A Dispute shall be deemed to arise when one party serves a notice in writing (hereinafter called a "Notice of Dispute") within 30 days from the date of rejection of claim by the parties.
Dispute Resolution	17.5	Disputes shall be settled through Conciliation procedures as established by "The Arbitration and Conciliation Act, 1996" and as amended from time to time.
Conciliation	17.6	Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation. Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly. The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.
Conciliation Procedure	17.7	The Employer shall maintain a panel of Conciliators with requisite qualifications and professional experience who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Panel list not to include serving or former employees of the Employer. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996", of India. The party serving notice of dispute on the other party shall also serve such notice on the Conciliator chosen as per this Clause. The Employer at the time of offering the panel of Conciliators to be appointed as Conciliator shall also supply the information with regard to the qualifications of the said Conciliators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor.

In the event of the Contractor not choosing the Conciliator from the panel furnished by the Employer, within a period of 30 days, the Employer is at liberty to choose and nominate a Conciliator from the same panel and communicate to the Contractor which will be final and binding on the Contractor.

The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving

the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the Parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the Parties, the Conciliator may draw up, or assist the Parties in drawing up, the settlement agreement.

When the Parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the Parties.

To the fullest extent feasible, the conciliatory process must be concluded within a period of sixty days subsequent to the acknowledgment of the appointment notice by the Conciliator.

The Parties shall not initiate, during the conciliation proceedings, any judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

Termination of Conciliation Proceedings

17.8

The conciliation proceedings shall be terminated:

- a. by the signing of the settlement agreement by the Parties on the date of agreement; or
- b. by written declaration of the Conciliator, after consultation with the Parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
- c. by a written declaration of the Parties to the Conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d. by a written declaration of a Party to the other Party and the Conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the Conciliator shall fix the costs of the conciliation and give written notice thereof to the Parties. The costs shall be borne equally by the Parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a Party shall be borne by that Party.

Suspension of Work on Account of conciliation

17.9

The reference to Conciliation shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of conciliation being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of conciliation and payments to the Contractor shall continue to be made in terms of the Contract.

Judicial Recourses Jurisdiction of Courts

17.10

In the event that a dispute remains unresolved via the conciliation process, the aggrieved party may seek judicial recourses.

17.11

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

Matters finally determined by the Employer

17.12

If the Contractor (s) does/do not prefer his/ their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer that the final bill is ready for payment, he/they will be deemed to have waived his/their claims (s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.

18

Service of Notices

Notice to Contractor

18.1

- a. All notices to the Contractor shall be served by post or telex or telefax or by email or by hand to the Contractor or his authorized representatives. In case of notices delivered by post, they will be deemed to have been delivered after 7 days of dispatch.
- b. The Contractor shall, on award of the Contract, furnish to the Engineer, the name, designation, address and telephone, telex and telefax numbers and e-mail address of his representative referred to in Clause 4.3.
- c. The Contractor shall furnish to the Employer/Engineer the postal address of his site office. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it

Notice to Employer and Engineer Change of Address		has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the site office, or to the address of the firm last furnished by the Contractor.
	18.2	All notices to the Employer or Engineer shall be served by post or telex or telefax, or by email or by delivering by hand to the address nominated for the purpose.
	18.3	Parties to the Contract may change the nominated address with a notice to all concerned.

CONTRACT DATA

1	Contract Agreement (GCC Sub-Clause 1.4)	Contractor shall execute the Contract Agreement within 45 days from the issue of Letter of Acceptance.
2	Amount of Performance Guarantee (GCC Sub-Clause 4.2)	Within 30 days of issue of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security at 5% (Five percent) of the Contract Price as mentioned in Letter of Acceptance.
3	Guarantees and Warranties (GCC Sub-Clause 4.2.4)	To be submitted within 30 days of issue of the Letter of Acceptance.
4	Sub-contract (GCC Sub-Clause 4.5)	The maximum value of sub-contracting of works is limited to 50% of contract price mentioned in Letter of Acceptance.
5	Submission of Site Safety Plan (GCC Sub-Clause 4.16.2)	To be submitted within 8 weeks from the issue of Letter of Acceptance.
6	Submission of Site Environmental Plan (GCC Sub-Clause 4.17.1)	To be submitted within 8 weeks from the issue of Letter of Acceptance.
7	Penalty for "Key personnel & other Personnel" (GCC Sub-Clause 6.9 and Annexure-4 of Employer's Requirement)	<p><u>Key Personnel</u></p> <p>a) Non-deployment of the Key personnel will attract a Penalty of Rs 2,00,000/- per Key personnel per month.</p> <p>b) The proposed Key personnel are not to be changed till the completion of the work. Under emergent circumstances, in case they are required to be changed, the new incumbent should have similar or better experience, qualification than as required, and mentioned in Annexure - 4 of Employer's Requirement. These changes are permitted only with the approval of the Employer. Change in key personnel for one time without penalty is permitted. However, for subsequent changes there will be Penalty @ Rs. 1,00,000/- per Key Personnel.</p> <p><u>Other Personnel</u></p> <p>A Penalty of Rs. 30,000/- per month per Person for Non-Mobilization of other personnel will be levied.</p> <p>The penalties for non-mobilization are over & above all other Contractual provisions.</p>
8	Date of commencement of the Works (GCC Sub-Clause 8.1)	D= Date of signing of Contract Agreement
9	Time for Completion (GCC Sub-Clause 8.2)	<p>The whole of the works shall be completed and delivered within time stated in Key Dates, as specified in Annexure-5 to Employer's Requirements.</p> <p>The completion period for the whole of the works will be 18 months reckoned from the Date of Commencement.</p>
10	Liquidated Damages (LD) (GCC Sub-Clause 8.5)	<p>i. One-half of one percent (0.5%) of the Contract Price for each week or part thereof for delay in achieving completion of the entire work.</p>

		ii. The upper limit for Liquidated Damages is 5% of Contract Price.																								
11	Penalties for not achieving Key Dates (GCC sub- Clause 8.6 & Annexure-5 of Employer's Requirement)	Arithmetic sum of Penalties for not achieving Key Dates- KD-1 to KD-9 will be restricted to 5% of the contract price. This will be in addition to the LD.																								
12	Incentives for early completion of whole work (GCC Sub- Clause 8.10)	For early completion of the entire work as a whole within the stipulated original date of completion, an incentive of Zero Point Zero Three percent (0.03%) of Contract Price per day of early completion shall be paid to the contractor subject to a maximum of 3 % of Contract Price.																								
13	Defects Liability Period (GCC Sub-Clause 10)	Defects Liability Period is 12 months from the date of Taking over mentioned in Taking Over Certificates being issued for whole of the work.																								
14	Price Variation/ Adjustment (GCC Sub-Clause 11.1.2)	<p>Following weightages (coefficients) shall be applicable for various components:</p> <table border="1"> <thead> <tr> <th>Sl. No</th><th>Component</th><th>Weightage</th></tr> </thead> <tbody> <tr> <td>1</td><td>P_L (Labour)</td><td>0.20</td></tr> <tr> <td>2</td><td>P_F (HSD)</td><td>0.05</td></tr> <tr> <td>3</td><td>P_M (Other Materials)</td><td>0.10</td></tr> <tr> <td>4</td><td>P_P (Plant, Machinery & Spares)</td><td>0.10</td></tr> <tr> <td>5</td><td>P_S (steel)</td><td>0.27</td></tr> <tr> <td>6</td><td>P_C (cement)</td><td>0.13</td></tr> <tr> <td>7</td><td>P_X (Fixed component)</td><td>0.15</td></tr> </tbody> </table>	Sl. No	Component	Weightage	1	P _L (Labour)	0.20	2	P _F (HSD)	0.05	3	P _M (Other Materials)	0.10	4	P _P (Plant, Machinery & Spares)	0.10	5	P _S (steel)	0.27	6	P _C (cement)	0.13	7	P _X (Fixed component)	0.15
Sl. No	Component	Weightage																								
1	P _L (Labour)	0.20																								
2	P _F (HSD)	0.05																								
3	P _M (Other Materials)	0.10																								
4	P _P (Plant, Machinery & Spares)	0.10																								
5	P _S (steel)	0.27																								
6	P _C (cement)	0.13																								
7	P _X (Fixed component)	0.15																								
15	Mobilization Advance (GCC Sub-Clause 11.2.1)	Mobilization Advance shall be limited to 5% of contract price as stated in Letter of Acceptance. Mobilization Advance shall be payable in Two (2) equal instalments.																								
16	Advance Against Plant & Machinery (GCC Sub-Clause 11.2.2)	Advance Against Plant & Machinery shall be limited to 5% of contract price as stated in Letter of Acceptance.																								
17	Special/Acceleration Advance (GCC Sub-Clause 11.2.3)	Special/Acceleration Advance shall be limited to 10% of contract price as stated in Letter of Acceptance.																								
18	Retention Money (GCC Sub-Clause 11.7)	<p>Retention Money in each IPC is limited to 10% of Bill amount.</p> <p>Maximum limit of Retention Money is 5% of Contract Price (as stated in Letter of Acceptance).</p>																								
19	Period in which all insurances must be submitted (GCC Sub-Clause- 15.7)	Within 06 weeks from the date of commencement of works.																								

Section-F:Special conditions of contract (SCC)

INDEX			
SCC Clause No.	Reference to GCC Sub-Clause No.	Description	Section Page No.
1	2.2	Access to and Possession of the Site	2
2	4.5	Sub-Contractors	3

Following Special Conditions of Contract (SCC) shall be in addition to the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions here in (SCC) shall prevail over those in the GCC.

SCC Clause No	GCC Sub-Clause	
1	Sub-Clause 2.2 Access to and Possession of the Site	<p>Replace entire Sub-Clause 2.2 with the following paras:</p> <p>If no such time is stated in the Contract Data, the Employer shall acquire and grant the Contractor possession of the Site in accordance with the alignment finalised by the Employer progressively for the completion of Works. Such possession may not be exclusive to the Contractor.</p> <p>The Engineer and the authorised representative of the Contractor shall, within 15 days from the date of signing the Contract Agreement inspect the site and prepare a memorandum containing inventory of the site including the vacant unencumbered land, buildings, structures, trees and any other immovable properties on or attached to the site. Such memorandum will be appended with an Appendix, specifying in reasonable details those parts of the site for which possession has not been given to the contractor. The Engineer and the authorised representative of the Contractor shall sign the memorandum and this shall be deemed to constitute a valid evidence of giving Right of Way to the Contractor for discharging its obligation of this Contract and for no other purpose whatsoever.</p> <p>Whenever the Engineer is ready to handover any part or parts of the site, it shall inform the Contractor, by notice, the proposed date and time of such handing over. The Engineer and the Contractor shall, on the date so notified, inspect the specified part or parts of the site and prepare a memorandum containing inventory of the site including the vacant & unencumbered land, buildings, structures, trees and any other immovable properties on or attached to the site so handed over. The Engineer and the authorised representative of the Contractor shall sign the memorandum and this shall be deemed to constitute a valid evidence of giving the relevant Right of Way to the Contractor.</p> <p>The Employer shall provide possession of 100% Site to the Contractor within 90 days of signing of the Contract Agreement progressively.</p> <p>In the event of possession to any part or parts of the site is not provided by the Employer within 90 days of signing of Contract Agreement for any reason other than Force Majeure, COURT STAY ON LAND ACQUISITION, UNIDENTIFIED UNDERGROUND UTILITIES or breach of this Contract Agreement by the Contractor, the Employer shall pay damages to the contractor for a sum calculated in accordance with the following formula for and in respect of those parts of the Site for which possession of the Right of Way has not been provided:</p> <p>Amount of Damages in Rs. Per day per metre = $0.05 \times C \times 1/L \times 1/N$</p> <p>Where</p> <p>C = Contract price (as mentioned in LoA)</p> <p>L = Length of work in metres</p> <p>and</p>

		<p>N = completion period of work in days as per Original Contract.</p> <p>Length of work is to be recorded from start chainage to end chainage of the Contract plus any start and ending chainages for depot entries. For claiming any damages under this clause, the length of the land for which right of way has not been granted by the employer to the contractor, shall be measured and restricted to only the physical part or parts of land where there is actual obstruction.</p> <p>In the event of any damages are due and payable to the contractor under the provisions of this Clause, subject to provisions of GCC Clause 8.4, the Contractor shall be entitled to Time Extension equal to the period for which the Damages have become due and payable under this Clause, save and except that:</p> <p>(a) If any delays involve time overlaps, the overlaps shall not be additive; and</p> <p>(b) Such time extension shall be restricted only to the Works which are affected by the delay in providing the Right of Way.</p> <p>Notwithstanding anything to the contrary contained in this Clause, the Contractor shall work on all parts of site for which possession is granted and the work shall be completed before the scheduled completion date and shall not qualify for any time extension under the provisions of this clause.</p>
2	Sub-Clause 4.5 Sub-contractors	<p>Add the following paragraph at the end of the Sub-Clause</p> <p>Contractor shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority constituted by DPIIT, Government of India or Competent Authority constituted by Government of Karnataka.</p>

SECTION-G: CONTRACT FORMS

(To be submitted by Successful Tenderer only)

SI NO	INDEX	Section Pg. No
1	Contract Form 1 - Contract Agreement	2
2	Contract Form 2 - Bank Guarantee for Performance Security / Mobilisation Advance / Plant & Machinery Advance / Special Advance / Payment of Retention Money / Safe Custody of Materials Supplied by Employer to the Contractor etc.	6
3	Contract Form 2A - Insurance Surety Bond for Performance Security / Mobilisation Advance / Plant & Machinery Advance / Special Advance / Payment of Retention Money / Safe Custody of Materials Supplied by Employer to the Contractor etc.	9
4	Contract Form 3 - Parent Company Undertaking	12
5	Contract Form 4 - Parent Company Guarantee	14
6	Contract Form 5 - Contractor's Warranty	16
7	Contract Form 6 - Sub-Contractor's/Vendor's Warranty (As Applicable)	18
8	Contract Form 7 - Local Content Certificate	21

Note: - The Contract Forms as above may be modified as considered necessary at the time of finalization of the contract.

CONTRACT FORM- 1**CONTRACT AGREEMENT**

This Contract Agreement (hereinafter called the "Contract") is made at Bangalore onday ofby and between:

Bangalore Metro Rail Corporation Limited, a company incorporated under companies act 1956 represented by the Managing Director, with office located at III Floor, BMTC Complex, K.H.Road, Shantinagar, Bangalore 560 027, hereinafter referred to as the "BMRCL" or the "Employer", as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns of the one part, and;

..... [Note 1] comprising:

- a), a company registered and existing under the laws of, with head office located at, represented by Mr. and Mr. authorised to sign and bind the company, under the Power of Attorney dated..... and the Board Resolution dated..... [Note 5] AND
- b), a company registered and existing under the laws of, with head office located at..... represented by Mr. and Mr. authorised to sign and bind the company, under the Power of Attorney dated..... and the Board Resolution dated..... [Note 5] AND
- c), a company registered and existing under the laws of, with head office located at..... represented by Mr. and Mr. authorised to sign and bind the company, under the Power of Attorney dated..... and the Board Resolution dated..... [Note 5]

[Note 2] who each of which shall be jointly and severally responsible to the Employer under the Contract for the Bangalore Metro Rail Project as per conditions agreed to by the Employer;

Hereinafter [Note 3] collectively referred to as the "Contractor" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns of the other part.

WHEREAS the Contractor has established a[Note 4] in accordance with Indian law and offered a tender for the construction of a rail based mass rapid transport system by execution and completion, and remedying any defects in the Works of:(**Name of the work**)-----

Tender Notification No ----- Dated --.--, ----, and agrees to undertake performance of the Work under the terms and conditions set forth in this Contract.

AND WHEREAS the Employer agrees to hire and the Contractor agrees to be hired to implement the:(**Name of the work**)-----

Tender Notification No ----- Dated --.--, ----.

Under the terms and conditions specified in this Contract Agreement and the other Contract Documents.

Now THEREFORE the parties hereby agree as follows:

Clause 1 Words and Expression

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

Clause 2 the Contract Documents,

The following shall deem to form and be read and construed as a part of this Contract Agreement provided any of the provisions therein are not inconsistent with the present contract agreement:

1. Letter of Acceptance.
2. Clarifications, Addenda, Corrigenda Issued to Tender document (if any)
3. Pricing Document
4. Special Conditions of Contract
5. Contract forms
6. General Conditions of Contract
7. Employer's Requirement & Technical Specifications
8. Drawings
9. Any other document forming part of the Contract

All of the foregoing documents, together with this Contract Agreement, referred to herein as the Contract. Also incorporated into the Contract, and made part hereof, are all Standard codes, specifications of MORTH/CPWD/KPWD/IRS as applicable, and similar requirements that are referred to therein. The 'Priority of documents' will be as given in clause 1.5 of GCC.

Clause 3 Obligations of the Contractor:

The mutual rights and Obligations of the Employer and the Contractor shall be as set forth in the contract and in particular: -

3.1 The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the work of **(Name of the work)**-----

Tender Notification No ----- Dated --.--. ----and other facilities requisite for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract.

3.2 The Contractor shall remedy, at no extra cost to the Employer, the defect or failure (fair wear and tear excluded) after any part of the Work are taken over by the Employer until the end of Defects Liability Period.

3.3 The Contractor shall also remedy, at no extra cost to the Employer, the defect or failure of any equipment provided in the Works and any defects in materials supplied and workmanship up to end of warranty period.

Clause 4 Obligations of the Employer:

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

Clause 5 Contract Price:

5.1. Employer agrees to pay the Contractor total amount mentioned below (hereinafter called 'the Contract Price') and the Contractor agrees to accept the total amount mentioned below for the execution, completion, maintenance / rectification of defects and guarantee for the works 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.

- (i) Indian Rupees..... (.....Rs.) and Output GST as applicable.

5.2. The contract price mentioned above will be increased or decreased during the period of performance of the contract as specifically provided, if any, in the General or Special Conditions of Contract and no additional amount for any other account whatsoever shall be payable to the Contractor.

Clause 6 Completion Time:

The Contractor shall complete whole of the Works within..... (.....) months from the Commencement Date (date of signing the 'Contract Agreement'). The Defect Liability Period is 12 (Twelve) months from the date mentioned in the Final Taking over Certificate for whole of the Works.

Clause 7 Integration

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

Clause 8 Governing Law

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

Clause 9 Language

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

Clause 9-A Notices:

The Address for service of all documents / notices arising out of or in connection with this contract shall be:

- (a) Upon Employer: Bangalore Metro Rail Corporation Ltd, 3rd Floor, BMTC Complex, K.H. Road, Shantinagar, Bengaluru – 560027, Karnataka, India
Marked for the attention of Managing Director (BMRCL).
- (b) Upon the Contractor: -----(Name and address of the contractor)

The above notices can be sent either by E-mail to the respective E-mail addresses of the parties or by registered post to the above mentioned addresses of the parties.

Clause 10 Jurisdiction of Court

The Courts at **Bangalore** shall have the exclusive jurisdiction in respect of all the disputes arising out of this Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names by their authorised representatives as of the day and year first above written

For BMRCL The Employer Bangalore Metro Rail Corporation Limited	[Note 6] for, The Contractor (a)
_____ (.....) _____	_____ (.....) _____
WITNESS	

<p>() -----</p>	<p>(b) For</p> <p>() -----</p>
	<p>(c)</p> <p>() -----</p>
	<p>WITNESS</p> <p>() -----</p>

Notes: (for preparation of but not for inclusion in the engrossment of the Contract Agreement)

1. If the Contractor comprises a partnership, joint venture, liability will be joint and several, and each member thereof must be identified.
2. In the case that the Contractor comprises a single company, this line should be deleted entirely, as also should be paragraphs (b) and (c) above.
3. In the case that the Contractor comprises a single company, the word "collectively" should be deleted from this line.
4. Enter the appropriate nature of the Contractor; company, partnership, joint venture as the case may be.
5. Enter the date of the appropriate resolution.
6. If the Contractor comprises a partnership, joint venture, each member thereof must execute.
7. The required Stamp duty in accordance with Karnataka Stamp Act is to be borne by the contractor.

CONTRACT FORM- 2**FORM OF BANK GUARANTEE FOR** *[to be filled as per Note-1]*

(Refer GCC clause

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

To

Bangalore Metro Rail Corporation Limited (BMRCL)
 3rd Floor, BMTC Complex,
 K.H. Road, Shanthinagar
 Bengaluru – 560027,
 Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the “Contractor”) has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* (hereinafter referred to as “the Contract”). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the “Employer” or “BMRCL”), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.
2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for _____^{2.1} (Performance Security / Mobilization Advance/ Plant & Machinery Advance/ Special Advance/ Retention Money/ Safe custody of materials) for the sum specified herein below as security for _____^{2.2} (compliance of the obligations and performance of the Contractor/ such Advance Payment/ Retention Money/ Employer’s materials under Contractor’s custody). In pursuance to this M/s _____ (The Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.
3. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the “Bank”), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.
4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor ‘up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer’s first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.
5. This Bank Guarantee is encashable at the Issuing Bank’s designated Branch in Bengaluru, Karnataka, India as mentioned below:

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

OR

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

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

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

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.
8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.
9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.
10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.
11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.
12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.
13. The Bank's liability under this Guarantee shall not exceed the amount of _____ [Indian Rupees/Foreign Currency/ies to be specified in words and figures].
14. This Bank guarantee shall be valid till _____ [Date to be mentioned].
15. The pendency of any dispute or legal proceedings shall not affect this guarantee in any manner.
16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:
 - a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',
or
 - b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee and in case of electronic Bank Guarantee (e-BG), after release/discharge of e-BG by the Employer through NeSL portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____
 ADDRESS: _____

Notes:

1. Any one of the following type of 'Bank Guarantee' is to be inserted in the heading after the word '**FORM OF BANK GUARANTEE FOR**' according to the purpose:
 - a) "**PERFORMANCE SECURITY**" or
 - b) "**MOBILIZATION ADVANCE PAYMENT**" / "**PLANT & MACHINERY ADVANCE PAYMENT**" / "**SPECIAL ADVANCE PAYMENT**" or
 - c) "**PAYMENT OF RETENTION MONEY**" or
 - d) "**SAFE CUSTODY OF MATERIALS**".
2. In Para-2, insert from the bracket the appropriate option according to the type^{2.1} and purpose^{2.2} of the BG to fill in the blanks.
3. The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the "Bank Guarantee".
4. The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.
5. The above format shall be used for e-Bank Guarantee also.
6. For issuance of e-BG, the UIN (PAN No.) of BMRCL is AAACB4881D.
7. Tender No. as mentioned in relevant para of tender document shall be the reference to be mentioned in the e-BG.

CONTRACT FORM- 2A**FORM OF INSURANCE SURETY BOND FOR [to be filled as per Note-1]**

(Refer GCC Clause)

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

To,

Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex, Shanthinagar,
Bengaluru – 560027.

WHEREAS _____ [Name and Address of the Contractor] (hereinafter referred to as the “Contractor”) has undertaken for due performance of the Contract, in pursuance of LoA No. _____ for _____ [Description of the Contract work to be specified] (hereinafter referred to as “the Contract”).

The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the “Employer” or “BMRCL”), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees.

AND WHEREAS it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Insurance Surety Bond for^{2.1} (Performance Security / Mobilization Advance/ Plant & Machinery Advance/ Special Advance/ Retention Money) for the sum specified herein below as security for^{2.2} (compliance of the obligations and performance of the Contractor/ such Advance Payment/ Retention Money).

In pursuance to this M/s _____ (The Contractor) has requested for issuance of the Insurance Security Bond for the sum of _____ [the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable].

AND WHEREAS we _____ [Name and full address of the Surety Insurer including Email address] having registered office at _____ (hereinafter referred to as the “Surety Insurer”), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, hereby agrees to give the Employer on behalf of the Contractor such a Insurance Surety Bond drawn and payable at Bengaluru branch.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the (Construction Period/ Defects Liability Period and Maintenance Period under and in accordance with the Contract, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Employer, under the hands of an officer not below the rank of General Manager, BMRCL, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Employer or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Surety Bond, the Employer shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.
5. The Employer shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Employer, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.
6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Employer in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Employer on the Surety Insurer under this Surety Bond all rights of the Employer under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.
8. The Surety Bond ceases to be in force and effect on **** Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.
9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Employer in writing and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer & the Employer that the envelope was so posted shall be conclusive.
11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Employer pursuant to the provisions of the Contract.
12. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
13. This Surety Bond shall also be operable at our, branch at Bangalore, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment here under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
14. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and sealed this.....Day of.....,26.....at.....

SIGNED, SEALED AND DELIVERED For and on behalf of the Surety Insurer by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

Notes:

1. Any one of the following types of 'Insurance Surety Bond' is to be inserted in the heading after the word '**FORM OF INSURANCE SURETY BOND FOR**' according to the purpose:
 - a) "**PERFORMANCE SECURITY**" or
 - b) "**MOBILIZATION ADVANCE PAYMENT**" / "**PLANT & MACHINERY ADVANCE PAYMENT**" / "**SPECIAL ADVANCE PAYMENT**" or
 - c) "**PAYMENT OF RETENTION MONEY**"
2. In Para-2, insert from the bracket the appropriate option according to the type^{2.1} and purpose^{2.2} of the Insurance Surety Bond to fill in the blanks.
3. The stamp paper of appropriate value shall be purchased in the name of the Surety Insurer, who issues the "Insurance Surety Bond".
4. The Insurance Surety Bond to be submitted shall be got issued from an IRDA approved Surety Insurer.

PARENT COMPANY UNDERTAKING

Third Floor,
BMTC Complex,
K.H.Road,
Shantinagar,
Bangalore - 560 027.

By a work-contract (**Name of the work**)-----

Tender Notification No ----- Dated --. --. ----.

- (A) ("the Contract") made between (1) the Bangalore Metro Rail Corporation Limited ("the Employer") and (2) [] ("the Contractor") the Contractor has agreed to design, execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.
- (B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of an undertaking in the terms hereof.
- (C) The Parent Company is the beneficial owner of [] % [see Note 1] of the issued share capital of [the Contractor] [see Note 2].
- (D) At the request of the Contractor, the Parent Company has agreed to provide this undertaking.

NOW IT IS HEREBY UNDERTAKEN AND AGREED as follows:

1. In consideration of the Employer entering into the Contract with the Contractor, the Parent Company hereby undertakes to the Employer that, without the written consent of the Employer, it will not [and will ensure that none of the companies referred to in Recital (C) will] [see Note 5]:-
 - (a) sell transfer assign or otherwise dispose of or deal with ownership of the whole or any part of EITHER [the shareholding or other interest in the [Contractor] [see Note 3] OR [the share holdings or other interests] [see Note 4] referred to in Recital (C) in any way which will affect the beneficial ownership and control in [the Contractor] [see Note 3] of the Parent Company [and the other companies referred to in Recital (C)] [see Note 5]; and
 - (b) take any action which may result in the Contractor being unable to comply with his obligations or perform in any way his duties under the Contract [or take any action which may result in [the subsidiary forming part of the Contractor] [see Note 3] being unable to comply with his obligations or perform in any way his duties under the [joint venture /consortium or other relevant] agreement] [see Note 6] until such time as the Works shall have been completed, all the Contractor's obligations under the Contract shall have been performed and the Maintenance and Defects Liability Period (as defined in the Contract) for the whole and every part of the Works shall have elapsed and further that it will ensure [that the subsidiary forming part of the Contractor will take all steps necessary to ensure [see Note 6] compliance by the Contractor with the provisions of the Contract.
2. The obligations of the Parent Company under this Undertaking shall remain in full force and effect and shall not be affected or discharged in any way and the Parent Company hereby waives notice of:-
 - (a) any suspension of the Works, variation or amendment to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of[] [see Note 7];
 - (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - (c) the termination of the Contract or of the employment of the Contractor [and/or [] [see

CONTRACT FORM- 4**PARENT COMPANY GUARANTEE**

THIS GUARANTEE is made the day of

BY [] whose registered office is at [] and [] whose registered office is at [] ("the Guarantor").

TO The Bangalore Metro Rail Corporation Limited (together with its successors and assigns, "the Employer") of:

Third Floor, BMTC Complex,
K.H.Road,Shantinagar,
Bangalore - 560 027.

WHEREAS

By a work-contract for Construction of: **(Name of the work)**-----

Tender Notification No ----- Dated --.---. ----.

- (A) dated [] ("the Contract") made between (1) the Bangalore Metro Rail Corporation Limited ("the Employer") and (2) [] ("the Contractor"), the Contractor has agreed to design, execute, complete and remedy any defects in the Works upon the terms and conditions contained in the Contract.
- (B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of a guarantee in the terms hereof. [See Note 1].
- (C) At the request of the Contractor, the Guarantor has agreed to guarantee performance of the Contract by the [Contractor] [see Note 2] as set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the Employer entering into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees to the Employer as a primary obligation and not as a surety due performance by the [Contractor] [see Note 2] of all of its obligations and liabilities under and in accordance with the Contract save that nothing herein shall be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the [Contractor] [see Note 2] in the Contract.
2. The obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Guarantor hereby waives notice of:-
 - (a) any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of []] [see Note 3] under the Contract;
 - (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - (c) the termination of the Contract or of the engagement of the Contractor [and / or [....]] [see Note 3] under the Contract for any reason;
 - (d) any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and / or [....]] [see Note 3] or negligence by the Employer in enforcing any such right of action or remedy;

any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and / or [....]] [See Note 3] under the Contract or any release or waiver thereof.
3. This Guarantee shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or []] [see Note 3] and for the avoidance of doubt the Guarantor hereby authorises the Employer and the Contractor [and/or []] [see Note 3] to make any such amendment, variation or supplemental agreement.

4. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the [Contractor] [see Note 2] under the Contract and remain in full force and effect until all the said obligations and liabilities of the Contractor shall have been carried out, completed and discharged in accordance with the Contract. This Guarantee is in addition to any other security which the Employer may at any time hold and may be enforced without first having recourse to any such security or taking any steps or proceedings against the Contractor.
5. Until expiry of the Maintenance and Defects Liability Period (as defined in the Contract) for the whole and every part of the Works, the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Contractor [and/or []]] [see Note 3] for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Employer may have against the Contractor [and/or []]] [see Note 3] arising out of or in connection with the Contract until such time as such claims shall be satisfied by the Contractor [and/or []]] [see Note 3] or the Guarantor as the case may be. To that intent the Guarantor shall not claim or have the benefit of any security which the Employer holds or may hold for any monies or liabilities due or incurred by the Contractor [and/or []]] [see Note 3] to the Employer and, in case the Guarantor receives any sum from the Contractor [and/or []]] [see Note 3] in respect of any payment by the Guarantor hereunder, the Guarantor shall hold such sum in trust for the Employer for so long as any sum is payable (contingently or otherwise) under this Guarantee.
6. The Employer shall be entitled to assign the benefit of this Guarantee at any time without the consent of the Guarantor or the [Contractor] [see Note 2] being required.
7. All documents arising out of or in connection with this Guarantee shall be served:
 - (a) upon the Employer, at [], marked for the attention of [];
 - (b) upon the Guarantor, at [] India [Note 4]
8. The Employer and the Guarantor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
9. This Guarantee shall be governed by and construed according to the laws for the time being in force in India and the Contractor agrees to submit to the jurisdiction of the courts of India.

IN WITNESS whereof this Guarantee has been executed as a deed on the date first before written.

THE COMMON SEAL of)

[])

was affixed hereto in)

the presence of: -)

Notes (for preparation of but not inclusion in the engrossment of this Guarantee)

1. If the Contractor comprises more than one company, that fact, the joint venture/consortium or other relevant agreement and the relationship of the Guarantor to its subsidiary forming part of the Contractor must be recited.
2. If Note 1 applies, replace the word "Contractor" with name of the subsidiary being guaranteed.
3. If Note 1 applies, add additional wording and insert the name of the subsidiary being guaranteed.
4. The address for service shall be in India.

CONTRACT FORM-5**CONTRACTOR'S WARRANTY**

THIS WARRANTY is made the _____ day of _____

BY [_____] of [_____] [and [see Note 1]] ([jointly] "the Contractor")

TO [_____] [of]/ [whose registered office is at] [_____] (together with its successors and assigns, "the Employer")

WHEREAS

By a work-contract for Construction of: **(Name of the work)**-----

Tender Notification No ----- Dated --.--, ----.

- (A) dated [_____] ("the Contract") made between (1) the Bangalore Metro Rail Corporation Limited ("the Employer") and (2) the Contractor, the Contractor has agreed to design, execute, complete, test and commission and remedy any defect in the Works upon the terms and conditions contained in the Contract.
- (B) [See Note 3].
- (C) At the request of the Employer and pursuant to the terms of the Contract the Contractor has agreed to provide this Warranty.

NOW IT IS AGREED AS FOLLOWS:

1. The Contractor hereby warrants and undertakes that:
 - (a) the Contractor will construct and complete the work and remedy any defect in the Works in accordance with the terms of the Contract; and
 - (b) the Contractor owes a duty of care to the Employer in relation to the performance of its duties under the Contract; and
 - (c) the Contractor will replace free of cost to the Employer any defect or failure of equipment provided in the Works for a period of-----months from the date of taking over of section of the Works; and
 - (d) the Contractor agrees that should any modification be required to any part of the construction - work as a consequence of failure analysis, the period of ... months shall re-commence from the date when the modified part is commissioned into service, and such modification shall be carried out free of cost to the Employer in all sections; and
 - (e) the Contractor shall maintain the whole workmanship and construction completed by him (including those of his Sub-Contractors/Vendors) for the materials supplied and good workmanship imparted in the Contract-work for at least 2 years from the date of Completion of the Contract; and
 - (f) the Contractor has exercised and will continue to exercise in the execution of the work all the skill and care to be expected of a professionally qualified and competent Constructor/Contractor experienced in work of similar nature and scope as the Works; and
 - (g) the Works will, when completed, comply in all respects with the Employer's Requirements, Technical Proposals, the Final Design Document and the intended use of the Works; and
 - (h) the Works has been or will be constructed and executed to the highest standards available using internationally proven up-to-date good practice; and
 - (i) the Works will, when completed, comply with enactments and regulations relevant to the Works; and
 - (j) no Materials generally known to be deleterious or not in accordance with good engineering practice have been or will be specified or selected or incorporated in the Works by the Contractor.
 - (k) the execution of the Works and inclusive of manufacture of all members and structures have taken or will take full account of the effects of the intended manufacturing and installation methods, Temporary Works and Contractor's Equipment.

2. The liability of [the companies comprising [see Note 3]] the Contractor under this Warranty [shall be joint and several and [see Note 3]] shall not be released, diminished or in any way affected by any independent inquiry or investigation into the Works or any matter related to the Contract whether carried out by or on behalf of the Employer or any liability or right of action which may arise out of such inquiry or investigation.
3. Insofar as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Works shall be vested in the Contractor, the Contractor grants to the Employer his successors and assigns a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works or the Bangalore Metro Rail Project including without limitation the design, manufacture, installation, completion, testing and commissioning reinstatement, extension and the remedy of any defect in the Works. To the extent that beneficial ownership of any such copyright or other intellectual property rights is vested in anyone other than the Contractor, the Contractor shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the Contractor shall for any reason cease to be employed in connection with the Works.
4. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Contractor, whether in tort or otherwise.
5. Nothing contained in this Warranty shall vary or affect the Contractor's rights and obligations under the Contract.
6. The address for service of all documents arising out of or in connection with this Warranty shall be: -
 - (a) Upon the Employer: Bangalore Metro Rail Corporation Ltd; at 3rd Floor, BMTC Complex, K.H.Road, Shanthinagar, Bangalore – 560 027, Karnataka State India.
 - (b) Upon the Contractor at [] India. [Note 4]
7. The Employer and the Contractor may change their respective nominated addresses to another address in India but only by prior written notice to each other. All notices must be in writing.
8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
9. Any dispute or difference of any kind whatsoever between the Employer and the Contractor arising under out of or in connection with this Warranty shall be settled in accordance with the provision of GCC Clause 17. "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and Contractor.

IN WITNESS whereof this Warranty has been executed as a deed on the date written at the head hereof.

THE COMMON SEAL of)
[])

was affixed hereto)
in the presence of: -)

Notes (for preparation of and not inclusion in the engrossment of this Warranty)

- (1) If the Contractor comprises more than one company, each such company shall be a party and liability under this warranty will be joint and several, with consequential grammatical changes.
- (2) If Note 1 applies, that fact and the joint venture/consortium or other relevant agreement must be recited.
- (3) Delete if Note 1 does not apply.
- (4) The address for service shall be in India.

which the Employer may have to any person whatsoever and against any claims, demands, proceedings, loss, damages, costs and expenses sustained, incurred or payable by the Employer provided that the Sub-contractor / Vendor shall have no greater liability to the Employer by virtue of this Warranty than the liability of the Contractor to the Employer under the Contract insofar as and to the extent that the same has arisen by reason of any breach by the Sub-contractor / Vendor of his obligations under the Sub-contract.

3. No allowance of time by the Employer hereunder or by the Contractor under the Sub-contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning this Warranty or the Sub-contract on the part of the Employer or the Contractor, nor anything that the Employer or the Contractor may do or omit or neglect to do, shall in any way release the Sub-contractor / Vendor from any liability under this Warranty.
4. The Sub-contractor / Vendor agrees that he will not without first giving the Employer not less than 21 day's prior notice in writing exercise any right he may have to terminate the Sub-contract or treat the same as having been repudiated by the Contractor or withhold performance of its obligations under the Sub-contract.
5. (1) In the event that the Contract or the employment of the Contractor under the Contract is terminated for any reason whatsoever and if so requested by the Employer in writing within 21 days of such termination, the Sub-contractor / Vendor shall carry out and complete his obligations under this Warranty and shall enter into a novation agreement with the Employer and the Contractor in which the Sub-contractor will undertake inter alia to perform the Sub-contract and be bound by its terms and conditions as if the Employer had originally been named as a contracting party in place of the Contractor. The said novation agreement will be in such form as the Employer may reasonably require.
(2) In the event that the Employer does not require the Sub-contractor / Vendor to enter into a novation agreement as required by Sub-clause 5(1), the Sub-contractor shall have no claim whatsoever against the Employer for any damage, loss or expense howsoever arising out of or in connection with this Warranty.
6. Insofar as the copyright or other intellectual property rights, in any plans, calculations, drawings, documents, materials, know-how and information relating to the Sub-contract Works shall be vested in the Sub-contractor / Vendor, the Sub-contractor / Vendor grants to the Employer, his successors and assignees a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works of the Bangalore Metro Rail Project, without limitation the design of enabling facilities, construction, installation, reconstruction, completion, reinstatement, extension, remedy of any defect of the Works. To the extent beneficial ownership of any such copyright or other intellectual property right is vested in anyone other than the Sub-contractor / Vendor, the Sub-contractor shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the Sub-contractor / Vendor shall for any reason cease to be employed in connection with the Sub-contract Works.
7. In the event of any ambiguity or conflict between the terms of the Sub-contract and this Warranty, the terms of this Warranty shall prevail.
8. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Sub-contractor / Vendor whether in tort or otherwise.
9. Nothing contained in this Warranty shall vary or affect the Sub-contractor's / Vendor's rights and obligations under the Sub-contract.
10. The Employer shall be entitled to assign the benefit of this Warranty at any time without the consent of the Sub-contractor / Vendor being required.
11. All documents arising out of or in connection with this Warranty shall be served:
 - (i) upon the Employer at [], marked for the attention of [];
 - (ii) upon the Sub-contractor / Vendor, at [] India.
12. The Employer and the Sub-contractor / Vendor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All

demands and notices must be in writing.

13. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
14. Any dispute or difference of any kind whatsoever between the Employer and the Sub-contractor / Vendor arising under out of or in connection with this Warranty shall be settled in accordance with the provision of GCC Clause 17.

IN WITNESS whereof this Warranty has been executed as a deed on the date first before written.

THE COMMON SEAL of)

[])

was affixed hereto in)

the presence of:-)

CONTRACT FORM-7**LOCAL CONTENT CERTIFICATE****Cost component considered**

Sl. No	Components	% of Local content vis-à-vis Total cost of work
I	Materials Cost for the execution of work	
II	Services i.e. Personnel Cost for the execution of work	
TOTAL LOCAL CONTENT		

I have scrutinized the Value of Materials and services submitted by M/s -----(Name of the Class-I Local Supplier) for Local content determination and here by certify that the Total Local content is%.

Name of the Statutory Auditor/ Cost Auditor/ practicing Cost Accountant/ practicing Chartered Accountant -----

Reg. No. -----

Authorized Signature
(With stamp)