



RailTel Corporation of India Ltd

(A Mini Ratna PSU under Ministry of Railways)

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No.: RailTel/SR/SBC/BMRCL-FBACS Dated 12-02-2024

**For finalising BA/SI to participate in the tender called for by
BMRCL Tender No: BMRCL/O&M/IT/19/2023 DT.23/01/2024 for
“SITC OF FBACS AT STATIONS & DEPOTS OF PHASE 1 & PHASE 1
EXTN.”**

RAILTEL CORPORATION OF INDIA LIMITED

No-6/1, 12th Main,
Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560 052
<https://www.railtelindia.com>

RAILTEL CORPORATION OF INDIA LIMITED

(A Mini Ratna PSU under Ministry of Railways)
No-6/1, 12th Main, Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560052

Notice Inviting Tender

EOI Notice No: RailTel/SR/SBC/BMRCL-FBACS Dated 12-02-2024

RailTel Corporation of India Ltd., (hereinafter after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Business Associates (BA) Business Partner (BP)/ IT-ICT Business Partners only for the selection of suitable partner for BMRCL, Bangalore Tender No: BMRCL/O&M/IT/19/2023 DT.23/01/2024 for “SITC OF FBACS AT STATIONS & DEPOTS OF PHASE 1 & PHASE 1 EXTN.” as per the description and specifications enclosed herewith.

The EOI schedule and other details are as under:

1	Availability of EOI through Website	From 13:00 Hrs. of 15-02-2024
2	Bid Submission Start Date	From 13:00 Hrs. of 15-02-2024
3	Last date for submission of offers	22-02-2024 before 12:00 Hrs
4	Opening of Bidder’s offers	12:30 Hrs of 22-02-2024
5	Token Earnest Money deposit	Rs.5,00,000/-**
6	Performance Bank Guarantee	3% of the LoA
7	JV / Consortium	Not allowed
Offers shall be submitted in https://railtel.enivida.com		

** The successful bidder shall submit balance Earnest Money deposit of Rs.27,29,319/- at once on the advice is received from RailTel.

All the terms & conditions of BMRCL, Bangalore including Scope of work, ITT, GTC, Payments, SLA & Penalties, warranty etc., shall be complied with by all bidders and applicable on back-back basis with the successful partner. Entire work shall be completed in all respects within 03 months from the date of issue of Lol/LoA/PO/SO from this office.

The tender document of BMRCL, Bangalore is placed at the end of this Eoi. Price quoted shall be all inclusive of taxes, duties, levies etc.,

All the documents must be submitted with proper indexing with page numbers & signed.

For any clarification following designated officials may be contacted:

1st Level

S.Krishnamurthy
Dy.General Manager/Mktg-Tech
Email: krish@railtelindia.com

2nd Level

K.Kumar
General Manager/Bangalore
Email: kumar@railtelindia.com

The bidders are requested to get registered with eNivida portal and do check from time to time for any Amendments/Corrigendum.

Table of Contents

1.	Introduction about RailTel
2.	Project Background and Objective of EOI
3.	Scope of Work
4.	Response to EOI guidelines
5.	Eligibility Criteria for Partners:
6.	Bidder's profile
7.	Schedule of Rates (SOR)
8.	Evaluation Criteria
9	Payment terms
10	SLA
11	Roles and Responsibility of the BA/SI Partner
12	Arbitration
13.	Force Majeure Clause
14.	Integrity pact
15.	Annexure 1 to 22 (P/N: 14 to 59)
16.	BMRCL, Bangalore RFP document for compliance

Annexure details:

Annexure No	Annexures Details
Annexure I	Schedule of requirement
Annexure II	Evaluation Process
Annexure III	Bid Security Declaration Form
Annexure IV	Covering Letter
Annexure V	Self-Certificate & Undertaking
Annexure VI	Details of Bidder
Annexure VII	Power of Attorney
Annexure VIII	Turn over details from CA
Annexure IX	Litigation
Annexure IX	Non-Disclosure Agreement (NDA)
Annexure XI	Format Integrity Pact
Annexure XII	Past Performance details
Annexure XIII	End of Support from OEM
Annexure XIV	Undertaking of Indemnification
Annexure XV	Financial Bid
Proforma-A	BG format for EMD (BMRCL RFP)
Proforma-B	Contract PBG format (BMRCL RFP)
Annexure 1	Form of Contract Agreement (BMRCL RFP)
Annexure 2	Checklist (BMRCL RFP)
Annexure 3	Details of Bank Account (BMRCL RFP)
Annexure 4	Declaration towards Debarment/Blacklisting (BMRCL RFP)
Annexure 5	Undertaking (BMRCL RFP)
Annexure 6	Seeking Clarification on Tender Document
Annexure 7	Certificate for land Border sharing with India (BMRCL RFP)
Annexure 8	Manufactures Authorization Form (BMRCL RFP)
Annexure 9	Make In India (MII) Declaration (BMRCL RFP)

1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999.

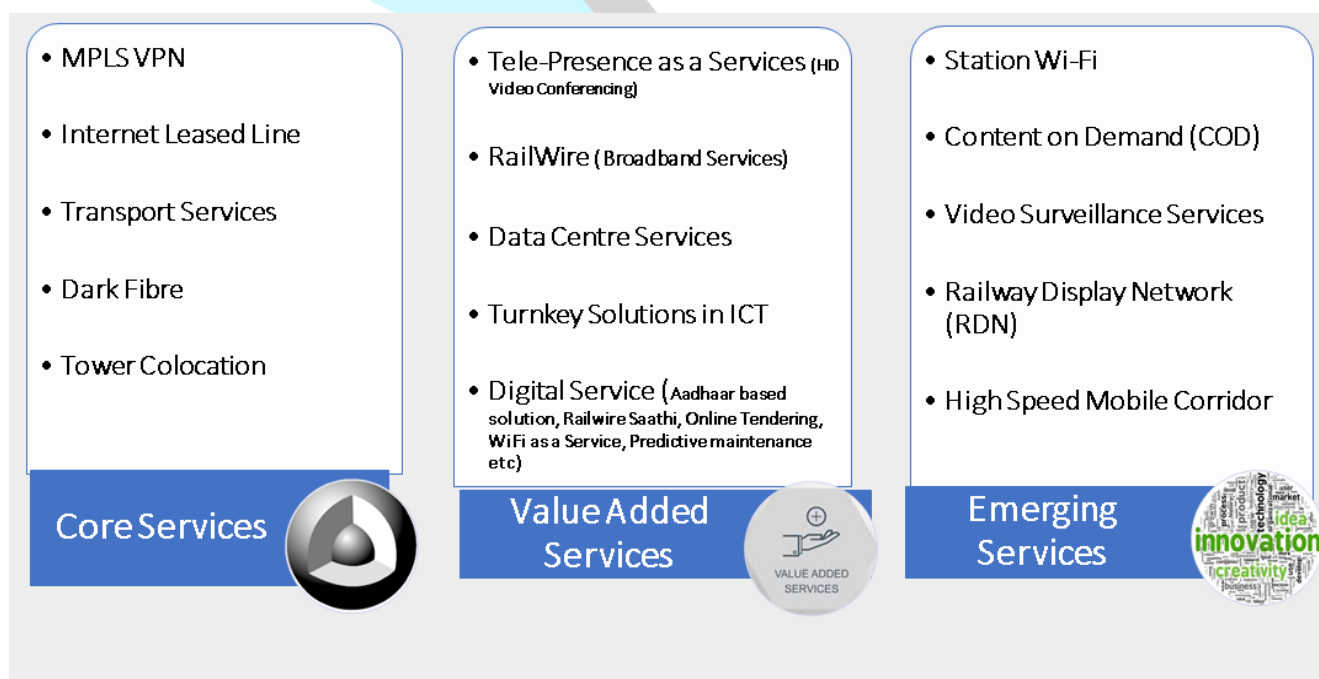
RailTel has approximately 60000 Kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

a) Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



b) CARRIER SERVICES

1. National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
2. Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
3. Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
4. Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

c) ENTERPRISE SERVICES

1. Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
2. MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
3. Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2mbps to 155mbps

d) RETAIL SERVICES

Rail wire: Triple Play Broadband Services for the Masses. It is a pilot project undertaken by RailTel and currently services are offered out of Bangalore and nearby places.

2. Project Background and Objective of EOI

RailTel intends to participate in the BMRCL Tender No: BMRCL/O&M/IT/19/2023 DT.23/01/2024 for "SITC OF FBACS AT STATIONS & DEPOTS OF PHASE 1 & PHASE 1 EXTN." as per the description and specifications enclosed herewith.

Accordingly, RailTel invites EOIs from RailTel's Empaneled Business Associates (BA) Business Partner (BP)/ IT-ICT Business Partners for the selection suitable partner for bidding in BMRCL, BANGALORE Tender No: BMRCL/O&M/IT/19/2023 DT.23/01/2024 for "SITC OF FBACS AT STATIONS & DEPOTS OF PHASE 1 & PHASE 1 EXTN." as per the description and specifications enclosed herewith.

3. Scope of Work

The scope of work is as mentioned in the BMRCL, BANGALORE Tender No: for BMRCL/O&M/IT/19/2023 DT.23/01/2024 for "SITC OF FBACS AT STATIONS & DEPOTS OF PHASE 1 & PHASE 1 EXTN." as per the description and specifications enclosed herewith.

- 3.1 **Schedule of Requirement** For detailed scope of work, may please refer to BMRCL, BANGALORE tender document attached as part of Eoi. RailTel intend to select a partner who is willing to accept all terms & conditions on back-to-back basis for their scope and portion of work. *In case of any discrepancy or ambiguity in any clause/ specification pertaining to scope of work area, the Tender released by end Customer (i.e. BMRCL, BANGALORE) shall supersede and will be considered sacrosanct. (All associated clarifications, responses to queries, revisions, addendum, and corrigendum, associated Prime Service Agreement (PSA)/ MSA/ SLA also included).*

RAILTEL

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English.

4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or **Partner** or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed in ink by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid. A copy of signed EOI along with its all Corrigendum/Addendum is required to be submitted through RailTel portal duly signed digitally.

4.4 Period of Validity of bids and Bid Currency:

Bids shall remain valid for a period of Six Months from the date of opening of Tender No. BMRCL/O&M/IT/19/2023 DT.23/01/2024 of BMRCL, BANGALORE. If any extension is required by customer, then the same will be extended for further period.

4.5 Negotiation:

RailTel reserves the right to negotiate with the bidder to make the bid competitive. The tenderer/s shall not increase his/their quoted rates including payment terms in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawals of the original offer and the rates originally quoted will be binding on the tenderer/s.

4.6 All offers in the prescribed forms should be submitted before the time and at fixed for the receipt of the offers. In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

4.7 ATTESTATION OF ALTERATION:

No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any corrections made by the tenderer/ tenderers in his /their entries must be signed and stamp (Not initiated) by him/them.

4.8 The offer should be submitted at <https://railtel.enivida.com> as mentioned in the NIT. The offer should be complete in all aspects.

4.9 Deleted

4.10 The bidder should submit along with all the applicable documents as per the EOI

4.11 Information to Bidder

4.11.1 Guidelines for preparations of response to this EOI - Bidder are requested to follow the below guidelines while preparing the response to EOI.

- a. The price bid should be in format provided in the Annexure-I, any bid not found responsive to the details mentioned in this document may be rejected.
- b. The bidder is requested to review the response before submission as the submitted responses shall be considered final and revisions may not be permitted unless there are genuine reasons for such revisions.
- c. Bidder should download the document and sign each page & fill the bid sheet (Annexure-I) attach all documents as required for this EOI document and submit the complete bid as explained in the EOI document. Late and delayed response to this EOI shall not be considered.

4.11.2 Bid Earnest Money (EMD): Rs.5,00,000/- to be paid in the form of RTGS/NEFT/DD alongwith the offer as a token EOI EMD and the successful bidder shall submit balance EMD of Rs.27,29,319/- at once on advice from RailTel in the form of RTGS/NEFT/DD/irrevocable Bank Guarantee in favour of RailTel Corporation of India Ltd as detailed below:

<u>Bank Detail for RTGS:</u>	<u>Company Tax Details</u>
Name: RailTel Corporation of India Ltd	PAN : AABCR7176C
Bank: Union Bank of India	GSTN: 29AABCR7176C1Z9
Branch: RP Road, Secunderabad	
A/C Number : 327301010373007	
IFSC Code : UBIN0805050	
MICR Code: 500026009	

4.11.3 Security Deposit / Performance Bank Guarantee: The selected Partner shall have to submit a Bank Guarantee against Security Deposit in proportion to the ordered value to RailTel as back-to-back arrangements for the Bid. The rate and value of SD/PBG shall be as per Tender No. BMCL/O&M/IT/19/2023 DT.23/01/2024 of BMCL, Bangalore.

4.11.4 In the case the bid is successful the PBG also will have to be submitted to RailTel on back-to-back basis.

4.11.5 In case work share arrangements are mutually agreed between RailTel and **Partner** then the PBG will be proportionately decided.

4.12 Last date & time for Submission of EOI response

EOI response should be submitted to RailTel as explained in the EOI document. The bids submitted after the specified date and time mentioned in the EOI will be summarily rejected.

4.13 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.

No bidder shall be allowed to withdraw the response after the last date and time for submission. The successful bidder will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful bidder, the Earnest Money Deposit shall be forfeited, and all interests/claims of such **Partner** shall be deemed as foreclosed. In addition, if selected partner withdraws its offer, then the **Partner** may be blacklisted.

4.14 Details of Financial bid for the above referred tender

The final bid for the tender will be prepared jointly with the selected **Partner** for its respective portion so that RailTel puts in an optimal bid with a good chance of winning the Tender. Moreover, RailTel reserves the right for further negotiation and deduction in prices from the selected Service Partner to keep the RailTel's bid in winning position in the BMRCL, BANGALORE tender.

4.15 Clarification of EOI Response

To assist in the examination, evaluation, and comparison of bids the purchaser may, at its discretion, ask the Service Partners for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered, or permitted.

4.16 Period of Association/Validity of Agreement

RailTel may enter into a pre-bid agreement with selected partner with detailed back-to-back Terms and conditions for respective selected portion of scope in each of the packages prior to submission of RailTel bid against BMRCL, BANGALORE Tender No. BMRCL/O&M/IT/19/2023 DT.23/01/2024.

5 Eligibility Criteria for Partners:

The bidders must comply with the following conditions for their eligibility in the participation for the EOI. Submit necessary declarations/certifications as per Tender Terms and Conditions:

Sl. No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
A)	Association with RailTel	The Bidder Should be RailTel's Empaneled Business Associates (BA) Business Partner (BP)/IT-ICT Business Partners with validity of association at least upto the last date of submission of this bid. This is the primary and mandatory eligibility criteria; however, the bidder is also required to meet other eligibility criteria of this EOI.	Copy of LOI/Agreement.	
B)	Financial Conditions			
i)	Company Registration	Should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card	
ii)	Cumulative Turnover	a) Tenderer in its name should have in the last five financial years i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 achieved a minimum cumulative financial turnover of Rs.3500 Lakhs.	Turnover Certificate issued by the Statutory Auditors along with copy of the CA audited financial statements to be submitted.	
iii)	Positive Net worth	Bidder should also have a positive net worth in the last 3 financial years (FY 2018-19, FY 2019-20, FY 20-21, 2021-22 & 2022-23)	Positive Net Worth Certificate issued by the Statutory Auditors along with copy of the CA audited financial statements required.	
iv)	Liquid assets	Liquid assets and/or availability of credit facilities of not less than Rs 1200.00 Lakhs for meeting the fund requirement etc.	Credit lines/ letter of credit / certificates from banks is required.	

C)	Technical Conditions			
(i)	Work experience	Tenderer should have experience in Network Infrastructure Project in Metros of Rs. 30 Cr or above in any of the following organizations: i) In any Metro Rail Corporation Limited/Central Govt. / State Govt. / PSU's / Govt. Bodies / Military Engineering Service/ Railways.	To this extent necessary PO copies/agreement copies and completion certificates. The information should also be submitted in the Annexure-XI	
(i)	MAF	The bidder needs to submit the documents required under MAF from the respective OEMs (edge device solution for hardware and software) as part of the solution mentioning Back-to-Back arrangement, TAC support, End of Support.	MAF as per the Tender Document of BMRC L Tender No. BMRC/L/O&M/IT/32/2023; DATED 18/01/2024 the tender document. The bidder is required to submit two number of MAFs as mentioned below: (i) The first MAF is required to be addressed to RailTel referring this subject EOI in favour of Bidder. (ii) The Second MAF is required to be addressed to BMRC L referring BMRC L tender and in favour of RailTel.	
(ii)	PPLC - Purchase Preference Policy (linked with Local Content)	Bidder shall comply with the clauses as per the Tender Document and the bidder must submit the compliance certificate for the same as per the Tender Document	Need to comply with BMRC L tender requirements, if any.	

A Copy of Purchase/Work Order & its Commissioning Certificate issued by Work Awarding Organization is to be submitted with EOI. Also, contact Details of concerned person i.e., Name/ Designation/Contact Number/Official Email ID, of the Work Awarding Organization needs to be mentioned.

For On-going projects, proof of satisfactory laying/part completion certificate for the desired quantity issued & signed by the competent authority of the client entity along with the supporting documents such as work order/purchase order clearly highlighting the scope of work, bill of material and value of the contract/ order.

- a) "Services" means Installation and Commissioning of IT Network Infrastructure including Core or Access Level Layer 2/Layer 3 Switches and related IT System with Authorization from the OEM of the Core or Access Level Layer 2/Layer 3 Switches or any other ICT related work.
- b) Substantially completed works means those Works Which are at least 90% completed as on the date of tender submission (i.e gross value of Work done up to the last Date of Submission is 90% or more of the original contract price) and continuing satisfactorily.
- c) Last Five (5) Years shall be counted from 28 days prior to the date of submission of Tender.

- d) Completion certificates for works Issued by Private parties shall be Supported by TDS (Tax Deducted at Source) certificate.

6 Bidder's profile

The bidder shall provide the information in the below table:

Sl. No	ITEM	Details
1	Full name of bidder	
2	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization/main/head/corporate office	
3	Name, designation, and full address of the Chief Executive Officer of the bidder's organization, including contact numbers and email Address	
4	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5	Name, designation, and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7	GST Registration number	

- 7 **Schedule of Rates (SOR):** The bidder should quote as per the enclosed Annexure- I

8 Evaluation Criteria :

- 8.1 The **Partner** who fulfills the Eligibility criteria shall be further evaluated against the criteria mentioned in Annexure- II as applicable.
- 8.2 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants.
- 8.3 The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final.

9 Payment terms

- 9.1 All payments shall be paid on back-to-back basis. RailTel shall make payment to selected **Partner** after receiving payment from Customer as per the Payment terms defined in the BMRCL, Bangalore tender. In case of any penalty or deduction made by customer, same shall be passed on to partner if attributed to the **Partner's** portion of Scope.
- 9.2 For payment terms of BMRCL, Bangalore, bidders are advised to go the respective section of BMRCL, Bangalore Tender No. BMRCL/O&M/IT/19/2023 DT.23/01/2024 and all its associated corrigendum/ addendum/clarifications.

10 Service Level Agreement

The selected bidder will be required to adhere to the SLA matrix as defined in the BMRCL, Bangalore Tender No. BMRCL/O&M/IT/19/2023 DT.23/01/2024 for his scope of work and the SLA

breach penalty will be applicable proportionately on the selected bidder, as specified in the Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the BMRCL, Bangalore Tender. For payment terms of BMRCL, Bangalore, bidders are advised to go to the respective section of BMRCL, Bangalore Tender No. BMRCL/O&M/IT/19/2023 DT.23/01/2024 and all its associated corrigendum/addendum/clarifications. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

11 Roles and Responsibility of the BA/SI Partner

The BA/SI will be responsible for the work of “IT Network Infrastructure revamp at stations & Depots of BMRCL, BANGALORE “BMRCL, Bangalore Tender No. BMRCL/O&M/IT/19/2023 DT.23/01/2024 and Corrigenda. The BA/SI should tightly integrate with OEM’s solution providers and will provide manpower resources of this work. BA/SI should have sufficient backup support required for liasoning, meetings, coordination to meet the timelines of the project and its successful completion. The BA/SI shall nominate technical SPOC and account manager for this project.

The BA/SI should thoroughly study the RFP and Corrigendum floated by BMRCL, Bangalore for compliance (enclosed).

- A. Documentation: BA/SI shall prepare High Level Design doc (HLD) and Low-Level Design doc (LLD) as part of implementation of the project under EoI. Bidder shall be responsible for all the documentation/ reports required at various stages of project during the currency of the project.
- B. Compliances: BA/SI shall be responsible for all the regulatory compliances related to fulfilment of delivery of this project under this EoI during its currency.

Above requirements are only indicative in nature and are only guidance of the bidder to assess the quantum of work. The BA/SI is required to apply their expertise to fulfil the required objective. In case of any discrepancy/typo-graphical error mentioned in this EoI then the conditions/specifications mentioned in the RFP & Corrigendum floated by BMRCL, BANGALORE , will prevail.

C. Governance Framework:

- RailTel will setup a governance team comprising of RailTel & BA/SI. The team will have minimum of 2 member each from RailTel and BA/SI lead by GM/RailTel/SC. The team size may increase if required based on approval of Competent Authority of RailTel.
- BA/SI shall deploy competent & experiences persons to be part of the governance team.
- The BA/SI shall comply with all the ITIL processes and shall be responsible for its implementation across the various activities and deliverables against the scope of the project.
- The BA/SI shall adhere to the governance framework put in by RailTel for the project deliverables.
- The Governance team among the other things will monitor the performance of the project and take corrective measures as required for successful delivery of the project.

The Governance Team shall be overseeing the coordination, periodical reviews, escalations, billing, documentation, customer interactions etc.

12. Arbitration

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance, or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by CMD, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English.

13. Force Majeure Clause

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor or after any event or 60 days in the absence of such an agreement which ever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

14. Integrity pact:

a) RailTel (RCIL) has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, prefab shelters, electronic equipment's, and its installation and/or commissioning etc. and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel (RCIL) will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel (RCIL) before or along with the bids.

b) Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer, GM (Admin & Security)/CO RailTel.

Name of IEMs and contact details:

- i) Smt. Vijaya Kanth, IRAS (Retd),
Sterling Manor, Flat F, No. 5/6, Flat F, Sterling Manor,
3rd Cross Street, Sterling Road, Nungambakkam, Chennai-600034.
E-Mail: ykanthmrl2003@yahoo.com, M.No. +91-9445868314
- ii) Shri. Vinayaka Rao Turaga, IOFS (Retd),
TURAGA House, Anne Baburao Colony, Penamaluru Vijayawada,
Andhra Pradesh-521139.

E-Mail: tvrao56@gmail.com, M.No. +91-9007723424

c) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

d) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

e) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.

f) The 'Integrity Pact' shall be submitted by the Bidder duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Chapter-6 of this tender document (Form No. 6).

g) One copy of the Integrity Pact shall be retained by RailTel (RCIL) and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.

h) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dt.18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dt. 13.01.17 or the latest updated from time to time shall be followed.

The bidder shall submit the signed Integrity Pact (2 Copies) as per Annexure - XI

Note :

- 1) All the terms & conditions of BMRCL, Bangalore including Scope of work, ITT, GTC, Payments, SLA & Penalties, warranty etc., shall be complied with by all bidders and applicable on back-back basis with the successful partner. Entire work shall be completed in all respects within 03 months from the date of issue of Lol/LoA/PO/SO from this office.
- 2) The tender document of BMRCL, Bangalore is placed at the end of this EoI. Price quoted shall be all inclusive of taxes, duties, levies etc.,
- 3) All the documents must be submitted with proper indexing with page numbers & signed.

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Annexure - I : Schedule of Requirement & Technical specification

Name of Work:

“SITC OF FBACS AT STATIONS & DEPOTS OF PHASE 1 & PHASE 1 EXTN.:

Sl.No.	Description	UoM	Quantity
1	Face Biometric Access Control Device and FBACS Application	Nos	704
2	FBACS Server	Nos	04
3	Electromagnetic Lock	Nos	704
4	Touchless Exit Switch	Nos	704
5	Resettable press to open type Emergency Door release box	Nos	704
6	Access Control cable	mtrs	70400
7	Mounting backbox and plate	Nos	704
8	System Installation, programming and Commissioning	Nos	704

Note: It is advised to visit the site and to get acquainted with the site conditions before quoting for the subject work.

Annexure- II : Evaluation Process

- (i) All the bidders who fulfil the minimum eligibility conditions of this EOI shall be further evaluated on the price quoted and the selection of partner will be done on L1 (Lowest bid) basis.
- (ii) The evaluation shall be inclusive of quoted GST rates and bidder will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. “GST rates as applicable, Vendor should furnish break up of GST rate” for items
- (iii) The bidders are required to quote as per the BoQ attached in the tender and upload the same.
- (iv) Blank or omitted items will be considered ‘Nil’ and treated as having Zero value. However, bidder is bound to provide all items as per the BoQ as per the terms and conditions of this EOI and BMRCL, BANGALORE tender, without any extra cost to RailTel.
- (v) In the annexure - I the bidders are requested to quote above/below/ at par for the percentages for each of the line item. The offer will be considered for all the line items put together as a whole and not as per the individual item wise.
- (vi) Rates quoted against each schedule in above should be inclusive of basic rate, including GST, Freight, Insurance, all taxes and any other charges or cost quoted by the tenderer.
- (vii) The engineer - in - charge can change i.e. add or delete or modify the location/ station/ Quantity/ materials as per the Railway requirement during the execution of the work. Detailed Technical specification are given in the Tender document.
- (viii) The bidders are required to meet all eligibility criteria mentioned in this tender document and financial bids of eligible bidders will be opened.
- (ix) Non- conformities between Figures and Words - If there is a discrepancy between words and figures, the amount in words shall be prevail.
- (x) Priority, if any, for selection of partner will be provided as per RailTel’s Business Associates policy and Agreed terms of Empanelment LOI/Agreement.

Annexure-III : Bid Security Declaration Form***(To be submitted on the Firm Letter Head)***

To, Date: _____ Tender No. _____

RailTel Corporation of India Ltd.

No-6/1, 12th Main, Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560052

Sub : SITC OF FBACS AT STATIONS & DEPOTS OF PHASE 1 & PHASE 1 EXTN.

I/We understand that, according to tender conditions, bids must be supported by a Bid Securing Declaration.

- a) I/We accept that I/We may be disqualified from bidding for any contract with RailTel for a period of three (3) years from the date of notification if I am/We are in a breach of any obligation under the bid conditions, made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- b) If the bid is withdrawn or varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
- c) Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- d) Fail to commence the work on the specified date as per LOA/Work order and/or. sign the Agreement AND / OR furnish the required Performance security.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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Annexure IV: Format for COVERING LETTER*(To be submitted on the Firm's Letter Head)*

EoI Reference No:

Date:

To,

RailTel Corporation of India Ltd.No-6/1, 12th Main, Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560052

Sir/Madam,

Subject: <Name of the work>**Reference:** Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned bidder/s, having read and examined in detail all the bidding documents in respect to the RFP for procurement of firewall, do hereby propose to provide our services as specified in Tender.

Technical Response

We confirm having submitted the information as required by you in your Request for Proposal document. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

Deviations

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations from the requirements mentioned in this RFP

Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in the RFP.

Validity of this Bid

We agree to abide by this tender response for a period of 180 days after the date of opening of bids prescribed by the BMRCL, BANGALORE and it shall remain binding upon us with full force and virtue, until, within this period, a formal contract is prepared and executed. This tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and DoT.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the Proposed System at DoT put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and DoT or its appointed representatives.

We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We hereby submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)

Name :
Designation :
Phone No. :
Email id :
Date :

**Authorized Signatory
Name & Designation**

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Annexure V : Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

Eol Reference No:

Date:

To,

RailTel Corporation of India Ltd.

No-6/1, 12th Main, Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560052

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the various Technical specifications in the EOI, we hereby confirm that we meet all specification.
- 2) We _____ agree to abide by all the technical, commercial & financial conditions of the BMRCL, BANGALORE Tender No. BMRCL/O&M/IT/19/2023 DT.23/01/2024 pertaining to the portion against which the we have quoted in this EOI on back-to-back basis. We understand and agree that RailTel shall release the payment to selected partner after the receipt of corresponding payment from end client BMRCL, BANGALORE by RailTel. Further we understand that in case selected partner fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected partner.
- 3) We agree to abide by all the technical, commercial & financial conditions of the BMRCL, BANGALORE Tender No. BMRCL/O&M/IT/19/2023 DT.23/01/2024 pertaining to the portion against which the bidder has quoted in this EOI on back-to-back basis.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in the BMRCL, BANGALORE Tender No. BMRCL/O&M/IT/19/2023 DT.23/01/2024 pertaining to the portion against which the bidder has quoted in this EOI. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned BMRCL, BANGALORE Tender No. BMRCL/O&M/IT/19/2023 DT.23/01/2024 pertaining to the portion against which the bidder has quoted in this EOI.
- 5) We hereby undertake to work with RailTel as per BMRCL, BANGALORE tender terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Eligibility Criteria as required in the BMRCL, BANGALORE terms and conditions like technical certificates, OEM compliance documents.

Authorized Signatory
Name & Designation

Annexure-VI: Details of the Bidder

Sl. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/ Pvt. Ltd)	
4.	Details of Incorporation of the Company	Date:
		Ref. #
5.	Details of Commencement of Business	Date:
		Ref. #
6.	Valid GST no.	
7.	Permanent Account Number (PAN)	
8.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
9.	Telephone No. (with STD Code)	
10.	E-Mail of the contact person	
11.	Mobile No. of the contact person	
12.	Website	
13.	Financial Details (as per audited Balance Sheets) (in Cr)	
14.	Year	2020-2021 2021-2022 2022-2023
15.	Net Worth	
16.	Turn Over	
17.	PAT	

Authorized Signatory
Name & Designation

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Annexure- VII :

(To be executed on Non-Judicial Stamp Paper of Rs.100/-)

FORMAT OF POWER OF ATTORNEY (in original)

In favour of signatory/s to the Tender, duly authenticated by Notary Public.

POWER OF ATTORNEY IN FAVOUR OF ----- (Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, -----

-(name of the Co.) to Shri (name, designation & address of the Attorney) the following:

NOW KNOW YE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ----- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of "SITC OF FBACS AT STATIONS & DEPOTS OF PHASE 1 & PHASE 1 EXTN.
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri ----- (name & designation of the Attorney), on this _____ day of _____, 20 (Two thousand _____).

WHEREAS, even though this sub-delegation is signed on this _____ day of _____

_____20_____(Two thousand _____), will have effect from the date he signs and receives this delegation.

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub- delegate/ delegate powers, delegated on him by the Board of Directors) has, this _____ day of _____20_____(Two thousand _____) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED ON

_____BY
(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____BY
(Name & designation of Attorney)

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**Annexure - VIII
Turnover Details****TO WHOMSOEVER IT MAY CONCERN**

This is to certify that the annual turnover furnished by << COMPANY NAME >> for last 5 years

Financial year	Total Turnover, Net worth, Profit & Loss Statement of the Company (Rs.)
2018-19	
2019-20	
2020-21	
2021-22	
2022-23	

This is as per the Statement of Accounts which has been duly verified by me and found correct.

Place:**Date:****Seal & Signature of
Chartered Accountant**

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Annexure- IX : Format for Undertaking on Litigation(s)

(To be submitted in firm/ company letter head)

This is to certify that << COMPANY NAME >> is not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.

We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)

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Annexure-X: Non-Disclosure Agreement (NDA) Format**CONFIDENTIAL AND MUTUAL NON- DISCLOSURE AGREEMENT**

THIS AGREEMENT MADE ON THIS _____ DAY OF _____, 2020 AT

BETWEEN

_____ a company incorporated in India under the provisions of the Companies Act, 1956 and having its Registered Office at (Hereinafter referred to as "Company") represented by its Managing Director / CEO Mr./Ms _____ duly authorized for the same which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include, its Directors, affiliates, successors and permitted assigns of the **FIRST PART**

AND

RailTel Corporation of India Limited, is a Government of India undertaking under the Ministry of Railways duly incorporated under the provisions of the Companies Act, 1956 and having its registered office and Corporate office at Plat-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi- 110023 (hereinafter referred to as "RailTel") , represented by Dy. General Manager/Law & CS Mr. J.S. Marwah duly authorized for the same which expression shall mean and include unless repugnant to the context, its successors, representative and permitted assigns of the **SECOND PART**

WHEREAS

- A. Company is poised to provide _____ services to _____ for _____ project.
- B. RAILTEL is a Public Sector Undertaking (PSU under the Ministry of Railways), setup inter alia to exploit Indian Railway's large telecom infrastructure.
- C. COMPANY and RAILTEL are working-out/ negotiating a possible commercial and strategic business relationship (hereinafter Purpose).
- D. During the course of the above negotiations RAILTEL and COMPANY (including their affiliates may in conjunction with the purpose and for their mutual benefit, disclose to each other certain information being proprietary and/or of confidential nature, and/or RAILTEL and COMPANY may receive and share or be grant access by the other to such confidential and/or proprietary information which is considered trade secret, proprietary, confidential and/ or sensitive.
- E. The parties and its affiliates wish to ensure the protection and secrecy of their respective confidential information which may be disclosed, received or granted access to by the other party and wish to reduce to writing, their agreement in this respect.

NOW THEREFORE in consideration of the mutual promises, covenants and representations recorded herein by the parties hereto and such additional promises and understanding as are hereinafter set forth, the parties agree as follows:

1) Definition

For the purpose of this agreement, the term 'Confidential Information' shall mean and include any information or data of a scientific, technical, commercial or financial nature disclosed by the Disclosing party to the Receiving Party or which is obtained by a party from the other whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/ modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, communication systems, telecommunication, business outlooks, revenue, pricing, trade secrets), computer programs, software (including, without limitations, code, software output, screen displays, file hierarchies and user interfaces), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), schematics, specifications, drawings, product designs, product plants, programming, services, strategies, third party confidential information, and corporate and personnel statistics, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, market intelligence, marketing, business working, operations, parent, subsidiaries, affiliates and other business strategies and other commercial information of a confidential nature.

(a) The party disclosing the Confidential Information is referred herein to as "Disclosing Party" and the party to which such Confidential Information is disclosed is referred to herein as "Recipient Party".

(b) "Affiliate" of the Party shall mean the Company or other person who or which is either controlled by the respective Party or who controls the respective Party or who or which is controlled by same person/ entity who controls the respective Party, either by way of significant shareholding, voting rights or technical collaboration whether directly or indirectly through its affiliate.

2) Neither party shall be required to disclose any particular information (including but not limited to Confidential Information) to the other and disclosure of any such information shall be entirely voluntary and at the sole discretion of the parties and to the extent deemed necessary by it and is not intended to, and shall not, create any contractual or other relationship or obligation of any kind beyond the terms of this Agreement nor any provision or disclosure of information (including but not limited to Confidential Information) as contemplated hereunder, shall be construed as creating, conveying, transferring by one party on the other any rights, license or authority in or to the information provided. The parties hereto shall use the Confidential Information only for the limited purpose of exploring/ finalizing the possible business relationship between the parties hereto and for no other purpose whatsoever.

3) Both the parties acknowledge and understand that any exchange of confidential Information of any nature shall not commit or bind the other to enter into a contract or otherwise and

that neither party shall rely on any information provided by the other as a commitment or an inducement to act or not to act in any given manner. Further neither party shall be liable to the other in any manner whatsoever for any decisions, obligation, costs or expenses incurred, changes in business practices, plans, organization, products, services or otherwise of the other, as a result of this Agreement or any exchange of Confidential Information hereunder.

- 4) Both the Parties agrees and undertake to regard and preserve as Confidential Information provided by each to the other or which may be disclosed, received or granted access to by either party or come to the knowledge of either party in any manner in connection with the negotiations for the possible business relationship.
- 5)
 - (a) In maintaining the Confidential Information hereunder both parties agree that they shall not, without first obtaining the written consent of the other, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except that either party may disclose any Confidential Information to its Directors, officers, employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential Information" in connection with the negotiation for the possible business relationship between the Parties hereto.
 - (b) Both parties shall ensure that the said employee(s) and / or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue two suitable instructions and/or get two suitable written undertakings or agreements executed to binds its employees and/or the said person(s) to the same obligations of confidence and safeguarding as the parties hereto and to adhere to the confidentiality/ non-disclosure terms contained in this Agreement.
 - (c) Save and except for the purposes mentioned in clause (a) above both parties further agree that neither party will part with/ disclose any "Confidential Information" received by it to any other person directly or indirectly nor make copy(s) or reproduce in any way (including without limitation store in any computer or electronic system any written material/ documents containing "Confidential Information" and such written material/ documents will be retained under strict confidentiality by the receiving party.
 - (d) Both parties further agree that the confidential information which may pertain to or touch upon any regulatory aspects and/or dealings of either party with any statutory / government/ related agencies/ bodies, whether the said information is received verbally or in writing, will not be disclosed in any manner, either directly or indirectly, to any other persons except to its Directors, employees or advisors on a strictly 'need to know' basis.
 - (e) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.
- 6) It is mutually acknowledged and agreed that information shall not be considered "Confidential Information" to the extent, that such information : (a) at the time of disclosure was in the public domain or (b) is already known to the receiving party free of any

confidentiality obligation at the time it is obtained from other party; or (c) after disclosure is or becomes publicly known or available through no wrongful act of the receiving party; or (d) is rightfully received from a third party without restriction or (e) is approved for release, disclosure, dissemination or use by written authorization from the Disclosing Party; or (f) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement; or (g) is disclosed after expiry of 5 (five) years from the date of expiry or earlier termination of this agreement.

However, before any party discloses any Confidential Information under clause 6, either party (to the extent permitted by law) uses its best endeavour to:

- (a) Inform other party of any circumstances and the information that will be disclosed
- (b) Give the other party a copy of a legal opinion indicating that disclosure is necessary
- (c) consult with the other party as to possible steps including without limitation, protective orders, or other appropriate remedy to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to the other party and
- (d) Gain assurances as to the confidentiality from the body to whom the information is to be disclosed.

If either party is unable to inform the other party before confidential information is disclosed, it will (to the extent permitted by law) inform the other party of the full circumstances of the disclosure and information that has been disclosed immediately after disclosure.

- 7) Both parties further agree and undertake not to disclose the information marked "Confidential Information" of the other to their agents or contractors without prior written approval from the other and without having first obtained from each agent or contractor a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding.
- 8) The parties further recognize that it may be necessary or appropriate for COMPANY to disclose Confidential Information to other Group Companies not named herein. For this purpose, COMPANY guarantees the observance and proper performance of other Group Company to whom Confidential Information is disclosed as above, of the terms and conditions of this agreement.
- 9) Both parties further agree to indemnify and keep indemnified each other against all actual loss and damage which the Disclosing Party may suffer because of any breach of this agreement by the Recipient Party of the Confidential Information. Always provided that
 - a. the Disclosing Party shall forthwith give written notice to the recipient Party of the loss and damage; and

- b. the Recipient Party shall be furnished with satisfactory documentary evidence of such actual loss and damage.

- 10) Both parties further agree that upon termination/ expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party the Recipient Party shall promptly (and in any case, within 15 days of request), deliver to the Disclosing Party all copies of the Confidential Information in its possession or under its direct or indirect control or shall destroy all memoranda, notes and other writings prepared by the recipient party or its affiliates, Directors, officers, employees or advisors to the extent the same are based on the confidential information with a written statement to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any Information or copies of such (other than Confidential Information embedded in the Receiving Party's records).

The confidentiality obligations set out herein above shall survive any such return or destruction of Information. Further The provisions set out herein above shall not apply to copies of electronically exchanged Information made as a matter of routine information technology backup and to Information or copies thereof which must be stored by the receiving Party, its Affiliates or its advisers according to provisions of mandatory law, provided that such Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein.

- 11) Both parties acknowledge that the confidential information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties which afford them certain competitive and strategic advantage. Accordingly neither party will use the confidential information or strategies, plans, business activities, methods, process, information, and /or competitive and strategic advantage to the other.
12. Each party understands that the other party may currently or in the future be developing information internally, or receiving information from third parties that may be similar to the "confidential Information" Accordingly, nothing in this agreement will be construed as a representation or inference that either party will not develop products, or have products developed for it, or enter into joint ventures, alliances, or licensing arrangements that, without violation of this agreement, compete with the products or systems embodying the "confidential Information".
13. Except as specifically provided herein, disclosure of confidential information by either party pursuant hereto shall not be deemed to grant to the Recipient party, any rights, interest or property in such confidential information and accordingly both parties agree that they will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property Rights in, to or on the basis of the confidential information.
14. The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly notwithstanding anything contained in clause 18 hereof, the party not in breach shall be entitled to injunctive relief against such

breach or threatened breach by the party in breach : provided , however, no specification in this confidentiality Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal or remedies in the event of a breach or threatened breach of this Agreement and the remedies specified herein shall be in addition to all other reliefs and remedies available to the parties under prevailing laws.

15. No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement of any right, remedy or power preclude any single or partial exercise or enforcement thereof or the exercise or enforcement of any of any other right, remedy or power.
16. Each Party acknowledges that the other Party makes no representation or warranty as to the accuracy or completeness of any of the Information furnished by or on its behalf. Only those representations and warranties which are made in a final definitive agreement relating to the purpose of the disclosure of the Information will have legal effect.

Each party represents and warrants to the other that it is a corporation duly organised and validly existing in the jurisdiction of its incorporation. Each party represents that it has full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of this Agreement. The Disclosing Party warrants that the Confidential Information has not been provided in breach of any other agreements having legal binding of any nature with the third party(s).

Unless documented and agreed otherwise in respect of any individual disclosure of Confidential Information, each party warrants that it will use its best endeavours to ensure that any Confidential Information it discloses or it intends to disclose to the other party under the provisions of this agreement is complete and accurate but PROVIDED ALWAYS that the disclosing party has exercised such best endeavours:

The parties acknowledge that:

- (a) such Confidential Information as is disclosed by the Disclosing party under this Agreement is accepted by the Receiving Party at its own risk; and
 - (b) it releases the Disclosing party from all claims, actions, and suits in relation to such Confidential Information (including its use under this Agreement).
17. This agreement will be governed by the laws of India and jurisdiction shall be exclusively vested in the courts at New Delhi, India only.
 18. If any matter arises between the parties about this agreement, then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter arising the matter, however.
 - a. If any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party: then
 - b. the matter shall be submitted by either party to Arbitration. Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian

Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.

c. Each party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator. The arbitration proceedings shall be conducted in the English language. The courts of law at New Delhi, India alone shall have the jurisdiction. The arbitration award shall be final and binding upon the parties and judgement may be entered thereon, upon the application of either party to a court having jurisdiction.

d. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.

19. This agreement shall not be assignable or transferable by either party without the written consent of the other party.
20. No license to a Party hereto, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Information to such party.
21. This agreement shall remain valid for a period of 3 (three) years from the date of execution of this Agreement which term may be extended by mutual consent in writing of both the parties. This agreement may be terminated by either party by giving 30 (thirty) days' notices in writing to the other party without assigning any reason whatsoever. However, the obligations of each party hereunder shall survive the termination or earlier determination or expiry of this Agreement and shall continue and be binding upon the parties irrespective of whether the discussion between the parties materialize into a specific understanding/business relationship or not for a further period of 5 (five) years after termination / expiry of the agreement.
22. All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by registered post or by commercial courier, addressed as follows:

To Company: Mr/Ms _____

To RAILTEL:

Attn: Mr. J. S. Marwah

RailTel Corporation of India Limited, Plat-A, 6th Floor,
Office Block Tower-2, East Kidwai Nagar, New Delhi- 110023

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of

facsimile transmission must be sent by registered post, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this

paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of four days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

23. This agreement supersedes all prior discussions and writings with respect to the confidential information and constitutes the entire Agreement between the parties with respect to the subject matter hereof and no modifications of this Agreement or waiver of the terms and conditions hereof shall be binding upon either of the parties hereto, unless approved in writing by an authorized representative of each party. In the event that any of the provisions of this Agreement shall be held by court or other Tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect and this Agreement shall be interpreted and construed accordingly.
24. This Agreement is executed in duplicate, each of which shall be deemed to be the original and both when sent together shall be deemed to form one and single document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year written above.

For RailTel Corporation of India Ltd.

Sign:
Name:
Title:

Sign:
Name:
Title:

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**Annexure - XI PROFORMA FOR SIGNING THE INTEGRITY PACT
(On Stamp Paper of Rs.100/-)**

RailTel Corporation of India Limited hereinafter referred to as “The Principal”.

And, here in after referred to as “The Bidder/ Contractor”

Preamble.

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled



to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative should be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers’ as annexed.

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.





Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors, and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
 3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 



5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to provide to Independent Directors on the RailTel Board.

8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



(For & on behalf of the Principal) (Office Seal)	(For & On behalf of Bidder/Contractor) (Office Seal)
Place -----	
Date -----	
Witness 1: (Name & Address)	
	----- ----- -----
Witness 2: (Name & Address)	
	----- ----- -----

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Annexure-XII: Past Performance details

Sl.No	Description	Details by the tenderer	Remarks, If any
1	Name of the Work		
2	Value of the work		
3	Letter of Award No and Date		
4	Original Period of completion		
5	Extended period of completion		
6	Portion of work of IT		
7	No of geographically dispersed locations in which work has been done for		
8	No of cities/ towns covered with the network under the above work		

It is certified that the IT Network Infrastructure under the above work has been done in federated.

Annexure- XIII : Undertaking for End of Support

Date:

To
RAILTEL CORPORATION OF INDIA LIMITED
No-6/1, 12th Main,
Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560 052

Subject: End of Support Letter

Reference: Tender Number -

Madam/Sir,

We <OEM> ensure that the devices quoted <Device Name and Model> for the above referenced tender will not be declared end of Support for a period of 5 years from the date of Supply.

Thanking You

For < OEM>
< (Authorized Signatory)>

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Annexure- XIV -
UNDERTAKING ON INDEMNIFICATION

We _____ (Bidders Name) hereby agree and undertake to indemnify, keep indemnifies, depended and hold harmless the RailTel & BMRCL and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of ours or any of our personnel. We hereby further agree and undertake to indemnify and keep indemnifies against any order passed by any executive, quasi-judicial or judicial authority wherein the Railtel & BMRCL is compelled to obey the order which arise due to breach of contract by us.

We _____ (Bidders name) shall indemnify, protect and defend at our own cost, New Mangalore Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation in course of execution of the contract of any legal provisions or any right of third parties.
- ii. Failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. Shall indemnify BMRCL against all claims for compensation by or on behalf of any workman employed by us in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

We _____ (Bidders name) shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. BMRCL shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of our employees performing duties under the contract.

We _____ (Bidders name) hereby undertake that ,

- a. The workforce deployed under this contract will be provided with all the necessary safety gears and equipment for the job.
- b. Bidder/deployed staffs will follow all the required safety procedures while executing the job.

Sign and Seal of the Bidder/ Bidders Authorized representative

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**Annexure- XV -
Financial Bid Format**

Name of the work

“SITC OF FBACS AT STATIONS & DEPOTS OF PHASE 1 & PHASE 1 EXTN.”.

SCHEDULE A					
Sl. No.	Description	UoM	Quantity	Unit Price	Total Price
1	Face Biometric Access Control Device and FBACS Application	Nos	704		
2	FBACS Server	Nos	04		
3	Electromagnetic Lock	Nos	704		
4	Touchless Exit Switch	Nos	704		
5	Resettable press to open type Emergency Door release box	Nos	704		
6	Access Control cable	mtrs	70400		
7	Mounting backbox and plate	Nos	704		
8	System Installation, programming and Commissioning	Nos	704		
Total:					

SCHEDULE B				
Sl. No	Description	UoM	Quantity	Total CAMC cost per Year in INR applicable for a period of Five (05) years
1	CAMC of FBACS at Stations and Depots of Phase-1 and Phase-1 Extn	Nos	704	
2	CAMC of FBACS Server	Nos	04	
Total CAMC cost per Year in INR (applicable for a period of Five (05) years)				

Note:

Price quoted shall be all inclusive of taxes, duties, levies etc.,

The total cost column will be used for evaluation of the tender for determining the L1 cost.

RAILTEL

BANGALORE METRO RAIL CORPORATION LIMITED



Driving Bangalore Ahead

TENDER DOCUMENT

**SITC of FBACS at Stations and Depots of Phase-1 and
Phase-1 Extn**

TENDER NO. BMRCL/O&M/IT/19/2023

Volume 1

QUALIFICATION CUM TECHNICAL PACKAGE

JAN 2024

BANGALORE METRO RAIL CORPORATION LIMITED

BMRCL Metro Rail Depot,

NGER Bus Stop,

Baiyappanahalli, Bangalore - 560038

Karnataka, India



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TENDER NO. BMRCL/O&M/IT/19/2023		
Description of Work: SITC of FBACS at Stations and Depots of Phase-1 and Phase-1 Extn		
Sl.No.	Description	
1.	Earnest Money Deposit / Tender Security	Rs. 32,29,319 /- (Indian Rupees Thirty Two Lakhs Twenty Nine Thousand Three Hundred and Nineteen only)
2.	Work Completion Period for Supply, Installation, Testing and Commissioning	04 Months from the Date of Signing of the Contract Agreement for individual sections or reaches or stations
3.	Duration of the CAMC Contract period	05 Years from the Date of Signing of the CAMC Contract Agreement for individual sections or reaches or stations(Extendable to 10 Years)
4.	Cost of Tender Document (Non-refundable)	INR 1,18,000 /- [1,00,000 +18,000 (GST@18%)]
5.	Online Sale of Tender Documents	From 23/01/2024 until midnight of 20/02/2024
6.	Last date for seeking clarification as per Section-10, Annexure-6	17/02/2024 upto 17.30 Hrs (IST)
7.	Date & time of pre bid meeting	15/02/2024 at 11.30 Hrs (IST)
8.	Date and Time for submission of Tender	On 24/02/2024 from 11.00 Hrs (IST) to 15.00 Hrs (IST)
9.	Date and Time of opening of Tender (First and Second Cover)	On 24/02/2024 at 15.30 Hrs (IST)
10.	Date and Time of opening of Tender (Third Cover)	will be intimated to the Qualified Tenderers
11.	Purchase of Tender documents	Tender documents can be downloaded from BMRCL's website by making payment through online Gateway or by depositing DD/Pay Order in BMRCL office.
12.	Place of Submission & Opening of Tenders	Office of the ED (O&M), Bangalore Metro Rail Corporation Ltd (O&M Wing), Admin Building, Baiyappanahalli Depot, S V Road, Bangalore – 560 038, Karnataka, India.
13.	Address for communication	The Manager (Tele & AFC, IT), Bangalore Metro Rail Corporation Ltd., Admin Building, Baiyappanahalli Depot, S V Road, Bangalore – 560 038, Karnataka, India. Ph No : +91-9449874570 Landline No: 080-25191103 Email Id : vinaykumar@bmrc.co.in



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Table of Contents

Section No.	Description	Page No.
VOLUME 1 : QUALIFICATION CUM TECHNICAL PACKAGE		
1	NOTICE INVITING TENDERS (NIT)	5
2	INSTRUCTIONS TO TENDERERS (ITT)	9
3	QUALIFICATION INFORMATION	29
4	FORM OF TENDER (FOT)	33
5	GENERAL CONDITIONS OF CONTRACT (GCC)	39
6	SPECIAL CONDITIONS OF CONTRACT (SCC)	55
7	TECHNICAL SPECIFICATIONS	61
8	DRAWINGS	83
9	PROFORMA OF BANK GUARANTEES	85
10	ANNEXURES	91
VOLUME 2 : FINANCIAL PACKAGE		
1	BILL OF QUANTITIES	1



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SECTION 1: NOTICE INVITING TENDERS (NIT)

Tender No: BMRCL/O&M/IT/19/2023.

Date: 23-01-2024

1. Bangalore Metro Rail Corporation Ltd (BMRCL) invites Tenders (under Single stage- Two envelope System) from eligible Domestic Tenderers, having work experience in any Central Govt/State Govt/PSU's/Govt bodies/ MES/ Railway/ CPWD /KPWD/ BMRCL and in any Private Limited Companies/Public Limited Companies for the works detailed in the Table below.

Tender No.	Name of work	Earnest Money Deposit / Tender Security (Rs.)	Cost of Tender document (Rs.)	Work Completion Period for Supply, Installation, Testing and Commissioning	Duration of the CAMC Contract Period
1	2	3	4	5	6
BMRCL/O&M/IT/19/2023.	SITC of FBACS at Stations and Depots of Phase-1 and Phase-1 Extn	Rs.32,29,319 /-	1,18,000 /- [Rs.1,00,000 + 18000 GST @ 18%]	04 Months from the Date of Signing of the Contract Agreement for individual Sections or Reaches or stations	05 Years from the Date of Signing of the CAMC Contract Agreement for individual Sections or Reaches or stations (Extendable to 10 Years)

2. The Tenderers shall submit Tenders for whole of the Works. The Tenderers are required to submit three separate sealed covers, one containing the '**Earnest Money Deposit / Tender Security**', and the Second Cover containing the Form of Tender and the details of their capability to undertake the Tender (as detailed in ITT Clause 2 and 3), any other submissions as per requirements of Tender Document and signed Tender document, and the Third Cover containing priced Bill of Quantities.
- The First Cover containing the '**Earnest Money Deposit / Tender Security**' shall be opened first.
 - The Second cover will be opened only when the 'EMD' has been found acceptable, and
 - The Third Cover will be opened only of those Tenderers who are found to be qualified to execute the tendered work.
- The Tenderers are advised to note the minimum **Qualification Criteria specified in Clause 3** of the **Instructions to Tenderers** to qualify for award of the Contract.

3. (a) Tenderers can download the Non-transferable Tender document against online payment of a non-refundable fee of INR 1,18,000.00 [1,00,000.00+18,000.00(GST@18%)] from BMRCL's website www.bmrc.co.in during the period mentioned in 'Key Details'.

Procedure for Tenderers opting for online purchase of Tender documents:

- Visit web site: www.bmrc.co.in
- Register online (one time process).
- Make payment through Gate Way as available in the website.
- Once payment is successful, Download complete Tender document.
- Frequently check website and also registered E-mail for any Addendum/ Corrigendum/ Answered Pre-bid queries.
- The Tender submittals containing "**Earnest Money Deposit / Tender Security**", "**Qualification cum Technical Package**" and "**Financial Package**" shall be sealed in separate covers as described in ITT clause 16.1 &16.2 and should be submitted on the date, time and place as mentioned in 'Key Details'.



- (b) Alternatively, the Tenderers can also obtain **login password** for downloading Tender document, from the Registered Office of 'Bangalore Metro Rail Corporation Ltd', (O&M Wing), Admin building, Baiyappanahalli Depot, S V Road, Bangalore-560038, during all working days from 11.00 to 17.00 Hours (IST) of sale period of Tender document as mentioned in 'Key Details', on submission of a requisition letter and a non-refundable Tender fee in the form of Crossed 'Demand Draft' or 'Pay Order' issued by an Indian Scheduled Bank (excluding Co-operative Banks) or by a Scheduled Foreign Bank as defined in Section-2 (e) of RBI Act-1934 read with Second Schedule drawn in favour of '**Bangalore Metro Rail Corporation Limited**', payable at Bangalore.

Procedure for Tenderers opting for downloading of Tender documents using Login password against 'Demand Draft' or 'Pay Order'.

- i. Visit web site: www.bmrc.co.in
 - ii. Enter login pass word obtained from BMRCL on submission of 'Demand Draft' or 'Pay Order'.
 - iii. Download complete Tender document.
 - iv. Frequently check website and also registered E-mail for any Addendum / Corrigendum / Answered Pre-bid queries.
 - v. The Tender submittals containing "**Earnest Money Deposit / Tender Security**", "**Qualification cum Technical Package**" and "**Financial Package**" shall be sealed in separate envelopes as described in ITT clause 16.1 & 16.2 and should be submitted on the date, time and place as mentioned in 'Key Details'.
4. One set of downloaded Tender documents along with Employer's clarification on queries including addenda (if any) are to be submitted with the Tender submittal, untampered, duly signed and stamped on each page.
 5. Proof of payment of Tender fee / e-receipt shall be submitted along with 'Qualification cum Technical Package'.
 6. Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme shall be facilitated by providing tenders sets free of cost and exempted from EMD." Under the provision stated in Circular No: FD130 Exp-12/2015 by Government of Karnataka.
 7. Tenders must be accompanied by **Earnest Money Deposit / Tender Security** specified in the Tender document drawn in favour of "Bangalore Metro Rail Corporation Ltd". Earnest Money Deposit / Tender Security will have to be in any one of the form of Demand Draft / Pay Order / Banker's Cheque/Bank Guarantee, payable and extendable at designated branch in Bangalore and shall have to be valid for **60 days** beyond the validity of the Tender (i.e. 240 days from the date of submission of tender).
 8. Tenders shall be submitted in the office of the "The Executive Director (O&M), O & M Wing, Baiyappanahalli Depot, Bangalore Metro Rail Corporation Ltd at the address given, on 24-02-2024 from **11.00 Hrs. to 15:00 Hrs.** On the same day at **15:30 Hrs.** the tender will be opened. First, the Outer Cover will be opened. On opening of the Outer Tender Cover, it will be checked whether it contains Tender Securing Declaration in the First Cover, Second Cover (Qualification cum Technical Package), and Third Cover (Financial Package) separately or not.

IN CASE THEY ARE NOT SEPARATELY SEALED PROPERLY, THE TENDER OF SUCH TENDERER SHALL BE SUMMARILY REJECTED (as detailed in ITT Clause 16).

Further, First Cover (**Earnest Money Deposit / Tender Security**) will be opened in the presence of the Tenderers or their authorized representative who wish to attend. Thereafter, Second Cover (Qualification cum Technical Package) will be opened, whose **Earnest Money Deposit / Tender Security** has been found acceptable as per clause 14 of ITT.



If the office happens to be closed on the date of receipt of the Tenders as specified, the Tenders will be received and opened on the next working day at the same time and venue.

9. Other details can be seen in the Tender documents and also available on web site: www.bmrc.co.in.
10. Late Tenders, i.e., Tenders received after the stipulated time of submission of Tender on the specified date, shall not be accepted under any circumstances.
11. The **Earnest Money Deposit** is to be submitted as per Clause 14 of the 'INSTRUCTIONS TO TENDERERS'.
12. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of 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.
 - (b) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.
13. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.
14. BMRCL reserves the right to accept or reject any or all Tenders without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.
15. A firm after purchase of the Tender document in their name can submit the Tender in their firm name only.
16. Addendum / Corrigendum, if any will be intimated to all the Tenderers and also be will uploaded on web site: www.bmrc.co.in.
17. Details of metro stations and depots covered under this contract is given in Appendix-1
18. Last date for submission of queries in writing by Tenderers- 17-02-2024 up to 17:30 Hrs. and Pre-bid meeting shall be held on 15-02-2024 at 11.30 Hrs. at the " Office of the Executive Director (O&M),Bangalore Metro Rail Corporation Ltd (O&M Wing),Admin building, Baiyappanahalli Depot, S V Road,Bangalore-560038," Karnataka, India.
19. For further clarification details, contact The Manager (Tele & AFC, IT) O&M wing, Admin Building, Baiyappanahalli Depot, S V Road, Bangalore – 560 038, on Ph No : +91-9449874570, Email: vinaykumar@bmrc.co.in

Executive Director (O&M)
Bangalore Metro Rail Corporation Limited



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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)**Table of Contents**

A. GENERAL	11
1. DESCRIPTION OF THE WORK	11
2. ELIGIBLE TENDERERS	11
3. QUALIFICATION OF THE TENDERER	12
4. COST OF TENDERING	14
B. TENDER DOCUMENTS	14
5. CONTENT OF TENDER DOCUMENTS	14
6. CLARIFICATION OF TENDER DOCUMENTS	15
7. AMENDMENT OF TENDER DOCUMENTS	15
8. LANGUAGE OF TENDER	15
C. PREPARATION OF TENDERS	16
9. DOCUMENTS COMPRISING THE TENDER	16
10. FORM OF TENDER	16
11. TENDER PRICES	16
12. TENDER CURRENCY	17
13. TENDER VALIDITY	17
14. EARNEST MONEY DEPOSIT (EMD) / TENDER SECURITY	17
15. FORMAT AND SIGNING OF TENDER	19
D. SUBMISSION OF TENDERS	19
16. SEALING AND MARKING OF TENDERS	19
17. DEADLINE FOR SUBMISSION OF THE TENDERS	21
18. LATE TENDERS	21
19. MODIFICATION AND WITHDRAWAL OF TENDERS	21
E. TENDER OPENING AND EVALUATION	21
20. TENDER OPENING	21
21. PROCESS TO BE CONFIDENTIAL	22
22. CLARIFICATION OF TENDER SUBMITTALS	23
23. EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS	23
24. CORRECTION OF ERRORS	23
25. EVALUATION AND COMPARISON OF TENDERS	24
F. AWARD OF CONTRACT	24
26. AWARD CRITERIA	24
27. EMPLOYER'S RIGHT TO VARY QUANTITIES DURING THE CONTRACT	25
28. EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS	25
29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT	25
30. SECURITY DEPOSIT / PERFORMANCE SECURITY	25
31. CORRUPT OR FRAUDULENT PRACTICES	26
32. ONE TENDER PER TENDERER	26
33. SITE VISIT	26
34. MAKE IN INDIA ORDER	26
35. PURCHASE PREFERENCE	27



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SECTION – 2 - INSTRUCTIONS TO TENDERERS

A. GENERAL

1. Description of the work

Bangalore Metro Rail Corporation limited (BMRCL), a Special Purpose Vehicle (SPV) established under the Companies Act, 1956 (hereinafter referred to as "BMRCL" or "the Company" or "the Employer" or "the Client"), invites Tenders following Single Stage-Two envelope Tender procedure from the eligible Tenderers for **"SITC of FBACS at Stations and Depots of Phase-1 and Phase-1 Extn"**. (Hereinafter referred to as "the works") as per terms and conditions contained in this Tender documents.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or BMRCL.

2.2 This is a Domestic Competitive Bidding. Sole Proprietorship Firm/ Partnership Firm/Private Limited Company/ Public Limited Company are eligible to apply

2.3 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). **For Details** refer to Order (Public Procurement No.1, F.No.6/18/2019-PPD) dated 23/07/2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division.

2.3.1 This clause 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.

2.3.2 All the participating tenderers are mandatorily required to submit a certificate along with the tender regarding their compliance with this clause/order in regard to restrictions of procurement from the bidders from countries sharing land borders with India as per the format included in Annexure-7 to these Contract Conditions. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

2.4 **Tenders from Joint ventures are not acceptable.**

2.5 The Tenderer should not have been blacklisted / debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects/ Reputed private organizations in India during last five (5) years. Also the Tenderer should not have rescinded the works after award of the contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Annexure – 4 of Section-10.

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

2.6 The tenderer shall have the quality standards of ISO 9001:2015, ISO/IEC 20000-1:2018, ISO/IEC 27001:2013 and CMMI Level-3 or better for its quality management systems, information security management systems and service management systems. Relevant documents substantiating the same shall be submitted.



3. Qualification of the Tenderer

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

3.1 Tender Capacity:

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

$$\text{Assessed available Tender capacity} = (A \times N \times 1.5 - B)$$

Where;

A = Maximum value of works executed in any one year during the last five years (updated to 2022-23 price level) taking into account the completed as well as works in progress (Ref Section 3).

N = Number of years prescribed for completion of the works for which Tenders are invited.

B = Value, at 2022-23 price level, of existing commitments and on-going works to be completed during the next (12) Twelve months (i.e. period of completion).

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the respective Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.2 Work Experience:

3.2.1 The Tenderer should have executed the works / have experience in '**similar works**' in any of the following organizations during last five (5) years:

(i) In any Central Govt. / State Govt./PSU's / Govt bodies / MES/Railway/ CPWD/ KPWD / Metro Rail Corporation Limited.

3.2.2 The Bidder shall be

(i) Original Equipment Manufacturer (OEM) of the FBACS

or

(ii) Public Sector Undertakings (PSUs) wholly or partially owned by the Central government, PSUs wholly or partially owned by the state government, Central Public Sector Enterprises or any other government bodies with Authorization from the OEMs of FBACS Manufacturers as per the ANNEXURE-8.

or

(iii) Authorised Partners of the OEM of FBACS Manufacturers as per the ANNEXURE-8.

In any of the above 3 cases(i,ii and iii), the Bidders themselves or the OEMs proposed by the Bidders should have supplied, installed and commissioned FBACS in Metro Rail Stations/ Metro Rail Depots/ Airports in INDIA in the any one of the last Three(03) financial years. The Relevant Letter of Acceptance (LOA)/Work Orders/ Purchase Order copies and Satisfactory Work Completion Certificates issued by the clients for the relevant works shall be furnished. The Bidders shall provide the Manufacturer Authorization form as per ANNEXURE-8 for all the BOQ items.

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

3.4 To qualify for award of this Contract,

(a) Each Tenderer in its name should have in the last five financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 achieved in at least two financial years a minimum annual financial turnover of **Rs 6458.63 Lakhs.**



(b) Each Tenderer in its name should have successfully completed or substantially completed similar works in any one year during the last five (05) financial years either of the following:

- i) **One (1)** similar work costing not less than the amount equal to **Rs. 1614.65 Lakhs**;
- ii) **Two (2)** similar works costing not less than the amount equal to **Rs. 1291.72 Lakhs**;
- iii) **Three (3)** similar works costing not less than the amount equal to **Rs. 968.79 Lakhs**.

(c) Each Tenderer or the OEM should have executed in any one year during the last five years, the minimum quantities of work are as follows;

- i) FBACS Devices – 563 Nos

Note: 1. “Similar Works” means **Installation and commissioning or Installation and Maintenance or CAMC of FBACS or other related Server/IT Infrastructure and applications with having obtained authorization from the OEM of the FBACS.**

2. **Substantially completed works** means those **works** which are at least **80% completed** as on the date of tender submission (i.e. gross value of **work** done up to the last date of submission is 80% or more of the original contract price) and continuing satisfactorily.

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

4. Completion certificates for works issued by Private parties shall be supported by TDS (Tax Deducted at Source) certificates.

5. In case the Tenderer has executed works/contract for a client, which includes “other works in addition to **similar works**”, then the Tenderer should provide a client certificate clearly indicating the amount of work done in respect of the “**similar work**” in support of work experience.

3.5 Each Tenderer should further demonstrate:

a) Availability by owning of the required / specified key and critical equipment for this work; and can also be deployed on lease / hire basis for all works provided, the relevant documents for availability for this work are furnished.

- a. Drilling Machine - 02 Nos

b) Liquid assets and /or availability of credit facilities of not less than **Rs 968.79 Lakhs** (Credit lines/ letter of credit/ certificates from banks) for meeting the fund requirement etc.

3.6 Not Used.

3.7 Not Used.

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

- (a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- (b) record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- (c) Participated in the previous Tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification.

3.9 Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme shall be given in compliance to government of India's instructions to relax the condition of prior turnover & prior experience in all public procurements subject to their offer meeting of



quality and technical specifications of the tender, BMRCL has decided that in case of offers from Micro & Small enterprises, the value/financial limits applicable for eligibility criteria for work experience and Eligibility criteria for average annual turnover (as mentioned in clause 3.4(a) & 3.4(b)) shall be 80% of the corresponding values for these criteria as mentioned in clause 3.4(a) & 3.4(b) above (subject to their offer meeting of quality and technical specifications of the tender).

3.10 The Tenderer shall mandatorily quote for all the BOQ items listed under the List of Mandatory Items 1.0 and shall mandatorily propose only one OEM for each of the items listed under Mandatory Items 1.0.

3.11 (a.) Non submission of the Prices for any of the BOQ Items .

or

(b.) Non submission of the details of the OEM and its products technical specifications for any of the BOQ items.

or

(c.) Non Submission of the relevant OEMs Metro Rail/Airport Experience (Having Supplied, Installed and Commissioned the Product in the Metro Rail Corporations/Airports in India)

or

(d.) Submission of More than One OEM for any of the BOQ item.

Any of the 4 cases of (a.)(b.)(c.)(d.) above shall result in the rejection of the complete bid submitted by such Bidders.

4. **Cost of Tendering**

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

B. TENDER DOCUMENTS

5. **Content of Tender documents**

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

Volume 1 : Qualification cum Technical Package

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

Volume 2 : Financial Package

1. Priced Bill of Quantities.

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

6. Clarification of Tender Documents

- 6.1 A prospective Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or email at the Employer's mailing address indicated in the Notice Inviting Tenders. The Employer will respond in writing (Letter or email) to any request for clarification of the Tender documents which it receives no later than date specified in "Appendix to form of Tender" (section-4). Written copies of the Employer's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the Tender documents and also will be uploaded in BMRCL's website: www.bmrc.co.in.

6.2 Pre-bid meeting:

- 6.2.1. The Tenderer or his authorized representative is invited to attend a Pre-bid meeting held at the Place, date and time indicated in 'Appendix to Form of Tender'.
- 6.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions.
- 6.2.3. The Tenderer is requested to submit any questions in writing or email, as per the format attached as **Annexure-6**, to reach the Employer not later than the date specified in 'Appendix to Form of Tender'.
- 6.2.4. BMRCL will offer clarifications to the questions raised by the Tenderers and received by BMRCL (without identifying the source of enquiry) and the responses given will be transmitted to all purchasers of the Tender documents. Any modification of the Tender documents listed in ITT Sub-Clause 5.1 which may become necessary as a result of the Pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITT Clause 7.
- 6.2.5. Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Tenderer.

7. Amendment of Tender documents

- 7.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an amendment / addenda. The same also will be uploaded on BMRCL's website: www.bmrc.co.in.
- 7.2 All prospective Tenderers who have downloaded the Tender documents will be notified of the addenda in writing or by email or by fax, and will be binding on them. The same also will be uploaded on BMRCL's website: www.bmrc.co.in.
- 7.3 To give prospective Tenderers reasonable time in which to take an amendment into account in preparing their Tenders, the Employer shall extend as necessary the deadline for submission of Tenders, in accordance with ITT Sub-Clause 17.2 below.
- 7.4 Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderers should acknowledge receipt of such addenda and list them in the tender submittals.

8. Language of Tender

- 8.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be in another



language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translated version in English shall govern.

C. PREPARATION OF TENDERS

9. Documents comprising the Tender

9.1 The Tender duly filled and submitted by the Tenderer shall be in three covers and shall contain the documents as follows:

9.1.1 First Cover: EMD / Tender Security

a) Earnest Money Deposit (EMD) / Tender Security (in accordance with ITT Clause 14);

9.1.2 Second Cover: Qualification cum Technical Package

- a) The Form of Tender (in the format indicated in Section 4);
- b) Qualification Information Form and Documents (in accordance with Section 3) and any other submissions as per requirements of Tender Document;
- c) "One set of complete Tender documents downloaded from BMRCL's website (including Employer's clarification and addenda, if any). in accordance to ITT clause 16.8";.
- d) Proof of payment of Tender fee / e-receipt.

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

9.1.3 Third Cover: Financial Package

a) Priced Bill of Quantities (in the format indicated in Volume 2);

9.2 Not used.

10. Form of Tender

The Tenderer shall complete the 'Form of Tender' furnished in the Tender documents and submit duly signed and stamped along with the Qualification Cum Technical Package. The Tenderer shall submit the Priced Bill of Quantities indicating the percentage (above or below or at par) and amount with Financial Package.

11. Tender prices

11.1 The Contract shall be for the whole of the Works as described in Clause 1.0 of ITT, based on the Bill of Quantities submitted by the Tenderer.

11.1.1 The Quoted price shall be inclusive of Labour Cess Charges and duties under applicable law but exclusive of CGST and SGST as specific under GCC Clause 39. BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL.

The Tenderer shall ascertain applicable duties under applicable Acts and shall be included in the quoted price but excluding the CGST and SGST.

11.1.2 The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

11.1.3 **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.



- 11.2 The Tender is a Total Value wise evaluation Tender. The Cost of all the individual items under Priced Bill of Quantities of Vol2.Financial Package of this tender shall be computed for the entire work and the total cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD Schedule of Rates of the respective year above or below Tender premium which the BMRCL has accepted. If the item required is not found in any of the Schedule of Rates of KPWD or CPWD, then rate shall be worked out as stipulated in GCC Clause 35.
- 11.3 The Price quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, unless provided otherwise in the General Conditions of Contract.
- 11.4 A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.
- 11.5 The rates should be written in numerals only (in figures and words) (Limited to Two (2) decimals only). If the Tenderer writes/indicates any other matter/s the Tender will be summarily rejected".
- 11.6 Proof of GST paid to the government shall be submitted to BMRCL along with succeeding Bills and also the GST paid against the final bill shall be submitted before release of Performance Bank Guarantee.
12. **Tender Currency**
- 12.1 Prices shall be quoted in Indian Rupees only.
13. **Tender validity**
- 13.1 Tenders shall remain valid for a period as specified in Appendix to Form of Tender (Section 4) after the deadline date for Tender submission specified in Clause 17 of ITT. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by email. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be required or permitted to modify his Tender but will be required to extend the validity of his Earnest Money Deposit for a period of the extension and in compliance with ITT Clause 14 in all respects.
14. **Earnest Money Deposit (EMD) / Tender Security**
- 14.1 Pursuant to ITT Clause 9, the Tenderer shall furnish, as part of its Tender, an Earnest Money Deposit (EMD) / Tender Security in the amount as specified in Appendix to Form of Tender (Section 4).
- 14.2 The Earnest Money Deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 14.8.
- 14.3 The Earnest Money Deposit shall be denominated in Indian Rupees and shall be in the following form :-
- a) A crossed Demand Draft /Pay Order / Banker's Cheque, issued in favour of **Bangalore Metro Rail Corporation Ltd** from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule payable **at Bangalore**.

(OR)



- b) An irrevocable **Bank Guarantee** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable and extendable **at a designated branch in Bangalore** (*specify the name of the branch and address*) in the form given in **Proforma A of Section 9** to the Tender documents. However, 'Earnest Money Deposit' Bank Guarantee format is also available in <http://tenderb.bmrc.co.in/>
(OR)
- c) RTGS / NEFT transfer to the BMRCL Bank Account number indicated in Appendix to Form of Tender (Section 4).
- 14.4 The Earnest Money Deposit shall be valid for a period as specified in Appendix to Form of Tender (Section 4) and remain deposited with the Employer from the date of opening of Tenders. If the validity of the Tender is extended, the Earnest Money Deposit (EMD) shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.
- 14.5 The Earnest Money Deposit shall be submitted in its original form; copies will not be accepted, however copy of EMD transaction done through RTGS/IMPS will be accepted after verifying the EMD amount credit to BMRCL Bank Account ; and No interest will be payable by the Employer on the Earnest Money Deposit. Any tender not accompanied by an acceptable Tender Guarantee is liable for rejection by the Employer.
However, BMRCL reserves the right to accept or reject the Tender Guarantee with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.
- 14.6 Unsuccessful Tenderer's Earnest Money Deposit (EMD) will be discharged / returned upon the Successful Tenderer signing the unconditional acceptance of the Letter of Acceptance (LoA) communicated by the Employer in pursuant to ITT clause 29 and furnishing the Performance Security by them pursuant to ITT clause 30.
- 14.7 The Successful Tenderer's Earnest Money Deposit (EMD) will be discharged upon the successful Tenderer furnishing the Performance Security pursuant to ITT Clause 30 and signing the Contract Agreement in pursuant to ITT clause 29.
- 14.8 The Earnest Money Deposit (EMD) may be forfeited:
- (a) If a Tenderer
- withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or
 - does not accept the correction of errors pursuant to ITT Clause 24.2; or
- (b) In case of a successful Tenderer, if the Tenderer fails:
- To sign the Contract Agreement in accordance with ITT Clause 29; or
 - To furnish Performance Security in accordance with ITT Clause 30.
- 14.9 Any Tender not accompanied by an acceptable Earnest Money Deposit and not secured as indicated in ITT Sub-Clauses 14.1 to 14.5 shall be rejected by the Employer as non-responsive, pursuant to ITT Clause 23.
- 14.10 Tenderers should ensure that the Earnest Money Deposit (EMD) envelope is available separately and not kept in "**Second**" or "**Third cover**" of the Tender document. If the Earnest Money Deposit (EMD) is kept elsewhere, the Tender will be summarily rejected.
- 14.11 Tenderers who submit EMD through Demand Draft / Pay order / Banker's Cheque needs to fill **Annexure-3 in Section-10**, along with a **cancelled cheque leaf/ bank details attested by bank official** for refund of EMD through NEFT/RTGS.



- 14.12 Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme shall be facilitated by providing tenders sets free of cost and exempted from EMD." Under the provision stated in Circular No: FD130 Exp-12/2015 by Government of Karnataka.
15. **Format and signing of Tender**
- 15.1 The Tenderer shall prepare one Original and a Copy of the documents comprising the Tender as described in ITT Clause 9, bound with the volume containing the Form of Tender, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the Original shall prevail.
- 15.2 The Original and a Copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. The authorization letter shall be indicated by written Notarized Power-of-Attorney accompanying the Tender. All pages of the Tender submittals where entries, corrections or amendments have been made shall be initialed by the person signing the Tender.
- 15.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.
- 15.4 Any individuals signing the Tender or other documents connected therein should specify whether he is signing:
- (i) as sole proprietor of the firm or as attorney of the sole proprietor;
 - (ii) as a partner or partners of the firm;
 - (iii) as a Director, Manager or Secretary in the case of a limited company with a copy of Notarized Power of Attorney duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Articles of Association.
- 15.5 The original Notarized Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.

D. SUBMISSION OF TENDERS

16. **Sealing and marking of Tenders**
- 16.1 Tender shall be placed in single outer cover consisting of three covers as explained below.
- 16.1.1 **First Cover: EMD / Tender Security**
The Tenderer shall submit the "**EMD / Tender Security**", in accordance with ITT Clause 9.1.1, in a separate envelope marked "**FIRST COVER – EMD / Tender Security for Tender No. BMRCL/O&M/IT/19/2023.**" **Do not open before 15:30 hours on 24-02-2024.**"
- 16.1.2 **Second Cover: Qualification cum Technical Package**
- a) Original documents of "The Form of Tender, Qualification Information, any other submissions as per requirements of Tender Document, duly stamped and signed Tender Document", in accordance with ITT Clause 9.1.2, shall be placed in one cover and marked "**ORIGINAL – QUALIFICATION CUM TECHNICAL PACKAGE for Tender No BMRCL/O&M/IT/19/2023.**"
 - b) A copy of the above documents except Tender document shall be placed in a separate cover and marked "**COPY - QUALIFICATION CUM TECHNICAL PACKAGE for Tender No. BMRCL/O&M/IT/19/2023.**"
These two covers shall be placed in a single separate cover and marked "**SECOND COVER - QUALIFICATION CUM TECHNICAL PACKAGE for Tender No BMRCL/O&M/IT/19/2023. Do not open before 15: 30 hours on 24-02-2024**".
- 16.1.3 **Third Cover: Financial Package**

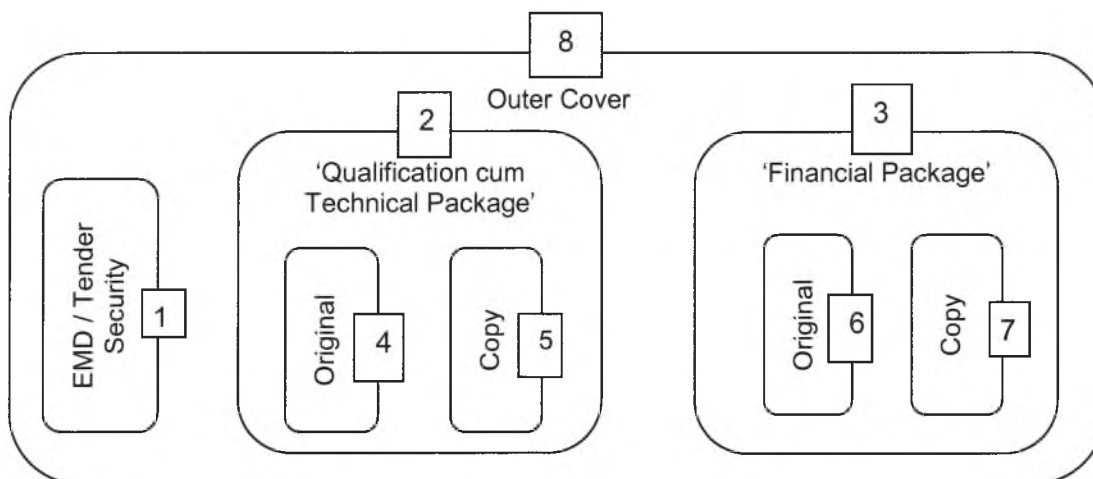


- a) Original documents of "Priced Bill of Quantities", in accordance with ITT Clause 9.1.3, shall be placed in one cover and marked "**ORIGINAL – FINANCIAL PACKAGE for Tender No. BMRCL/O&M/IT/19/2023.**"
- b) A copy of the above documents shall be placed in a separate cover and marked "**COPY – FINANCIAL PACKAGE for Tender No BMRCL/O&M/IT/19/2023.**"

These two covers shall be put in a single separate cover and marked "**THIRD COVER - FINANCIAL PACKAGE for Tender No BMRCL/O&M/IT/19/2023.**"

16.1.4 Outer Cover:

All the above three covers (the First cover, the Second Cover and the Third cover) shall be sealed in an **Outer Cover**. Thus there will be a total of **Eight Covers** altogether.



16.2 The inner and outer envelopes shall

- (a) be addressed to the Employer as given in Appendix to Form of Tender, And
- (b) bear the Project Name, the Notice Inviting Tenders (NIT) title, number and a statement "**Do not open before 15 : 30 hours on 24-02-2024**"

16.3 In addition to the identification required in ITT Sub-Clause 16.2, the inner envelopes shall indicate the **name and address of the Tenderer** to enable the Tender to be returned unopened in case it is declared late.

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

16.5 Telex, cable or facsimile or email Tenders will be rejected.

16.6 Offer / Tender / Bid shall be as per the "Instructions to Tenderers", "General Conditions of Contract" and "Special Conditions of Contract" given in the Tender documents. Each page of the Tender shall be signed and stamped by the Authorized Signatory of the Tenderer.

16.7 The Tenderer should avoid ambiguity in his Offer / Tender / Bid.

16.8 One set of complete Tender documents downloaded from BMRCL's website (including 'Employer's clarifications on pre-bid queries' and 'addenda' if any) untampered, signed and stamped on right hand bottom corner of each page shall be submitted with the Tender.

16.9 Tender document is not transferable and the party to whom Tender has been sold can only quote/submit their offer against the Tender. Tenderer cannot authorize any other party on his behalf. All correspondence will be made with the Tenderer to whom Tender document has been sold.



17. Deadline for submission of the Tenders

- 17.1 Tenders must be received by the Employer at the address specified in Appendix to Form of Tender not later than time and date given in the Notice Inviting Tenders (NIT) Section 1. In the event of the specified date for the submission of Tenders being declared a holiday for the Employer, the Tenders will be received up to the appointed time on the next working day.
- 17.2 The Employer may, at its discretion, extend this deadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 7, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

- 18.1 Any Tender received by the Employer after the deadline for submission of Tenders prescribed by the Employer, pursuant to ITT clause 17, will be rejected and / or returned unopened to the Tenderer.

19. Modification and Withdrawal of Tenders

- 19.1 The Tenderers may modify contents of **First or Second or Third covers** separately for each cover or withdraw their Tenders, after the Tender submission, provided that written notification of the "**MODIFICATION**" or "**WITHDRAWAL**" is received by the Employer prior to the deadline prescribed in ITT Clause 17.
- 19.2 Each Tenderer's modification separately for each cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITT Clause 15 and 16, not later than the deadline for submission of the Tenders with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST / SECOND / THIRD COVER**" or "**WITHDRAWAL**", as appropriate.
- 19.3 No Tender may be modified subsequent to the deadline for submission of Tenders.
- 19.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in ITT Sub-clause 13.1 above or as extended pursuant to ITT Sub-clause 13.2 may result in the forfeiture of Earnest Money Deposit pursuant to ITT Clause 14.8.

E. TENDER OPENING AND EVALUATION**20. Tender opening****20.1 Opening of First & Second Cover of all Tenderers and Evaluation to determine qualified Tenderers:**

- 20.1.1 The Employer will open the First Cover (EMD / Tender Security) followed by the Second Cover (Qualification cum Technical Package) of the Tenders, whose **EMD** has been found acceptable, (except those received late or withdrawn), including "**MODIFICATIONS FOR FIRST / SECOND COVER**" made pursuant to ITT Clause 19, in the presence of the Tenderers or their representatives who choose to attend on the date and the place specified in ITT Clause 17. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 20.1.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The Tender of a Tenderer for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 19 shall not be opened.
- 20.1.3 The Tenderers names, the presence or absence of Earnest Money Deposit (amount, format and validity), the submission of qualification information and such other information as the



Employer may consider appropriate will be announced by the Employer at the Tender opening stage.

No Tender shall be rejected at Tender opening stage except for the late Tenders pursuant to ITT Clause 18 or Tenders not accompanied by an acceptable EMD. Late and withdrawn Tenders will be returned unopened to Tenderers.

- 20.1.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with ITT Sub-Clause 20.1.3.
- 20.1.5 The Third Cover of all the Tenderers including modifications for Third Cover shall be placed in a large cover and securely sealed in the presence of the Tenderers or their representatives, who are present and also get the same signed by all those Tenderers or their representatives who remain present at the Tender opening. The large cover shall be kept in safe custody of the Employer.
- 20.1.6 The Employer will evaluate and determine whether each Tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required **Earnest Money Deposit** as per stipulations in ITT Clause 14; and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.
- 20.1.7 Tenders which are not accompanied by a valid **EMD / Tender Security** shall be considered as non-compliant and rejected. Second cover and Third cover of such Tenderers will not be opened.
- 20.1.8 All decisions whether a Tender is Non- Responsive, unacceptable or whether a **EMD / Tender Security** is fraudulent or unacceptable or non- compliant will be that of the Employer.

20.2 Opening of Third Cover of Qualified Tenderers and Evaluation:

- 20.2.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Third Cover (Financial Package). The Employer will open the Third Covers of only those Tenderers who are found to be qualified to execute the tendered works at the appointed time and date in the presence of the Tenderers or their representatives who choose to attend. In the event of the specified date of Third Cover opening being declared a holiday for the Employer, the Third Covers will be opened at the appointed time and location on the next working day.
- 20.2.2 Envelopes marked "**MODIFICATION FOR THIRD COVER**" shall be opened and the submissions therein read out in appropriate detail.
- 20.2.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.
- 20.2.4 The Employer shall prepare minutes of the Third Cover Tender opening, including the information disclosed to those present in accordance with ITT Sub-Clause 20.2.3.
- 20.3 The Tenderer's designated representatives who choose to attend the Tender opening will be required to sign the minutes recorded during the Tender opening. The omission of Tenderer's signature on the minutes shall not invalidate the content and effect of the record.
- 21. Process to be confidential**
- 21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. Clarification of Tender submittals

- 22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT Sub-clause 24.
- 22.2 Subject to ITT sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing or email.
- 22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

- 23.1 The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.
- The Employer may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- 23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

- 24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the rates in figures and in words, the **words will govern**; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
 - (c) If more than one rate is quoted, then the Tender submitted by the Tenderer will be rejected.

- 24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the Earnest Money Deposit shall be forfeited in accordance with Sub-Clause 14.8 of ITT.
25. **Evaluation and comparison of Tenders**
- 25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 23. No Tender will be considered if complete requirements covered in the Schedule is not included in the Tender.
- 25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
- (a) making any correction for errors pursuant to ITT Sub-clause 24; and
 - (b) making appropriate adjustments to reflect discounts or other price modifications offered.
- 25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 25.4 The Tenders received will be evaluated by the Employer to ascertain the lowest acceptable Tender in the interest of the Employer, as specified in the specification and Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.
- 25.5 The estimated effect of the price adjustment conditions, under relevant Clause of the General Conditions of Contract, during the implementation of the Contract, will not be taken into account in Tender Evaluation.
- 25.6 If the Tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in ITT Clause 30 be increased 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, subject to condition as specified in Special Conditions of Contract.

F. AWARD OF CONTRACT

26. **Award criteria**
- 26.1 Subject to ITT Clause 28, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be
- (a) eligible in accordance with the provisions of ITT Clause 2, and



(b) Qualified in accordance with the provisions of ITT Clause 3.

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

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

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

28.1 Notwithstanding ITT Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer/s or any obligation to inform the affected Tenderer/s of the grounds for the Employer's action.

28.2 BMRCL reserves the right to accept the Tender in part or full which is beneficial to BMRCL. BMRCL's decision in this regard shall be final and binding.

29. Notification of award and signing of Agreement

29.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, email or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

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

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

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

29.5 The cost of stamp duties and similar charges imposed by law shall be borne by the contractor.

30. Security deposit / Performance Security

30.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer, a Security deposit in accordance with GCC Clause 25 and format given in **Proforma B of Section: 9** for an amount as specified in 'Appendix to Form of Tender' (Section 4).

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

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



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

31. **Corrupt or Fraudulent practices**

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

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

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
- (ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of BMRCL/Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract

- 31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 47.2 of the General Conditions of Contract.

32. **One Tender per Tenderer**

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

33. **Site visit**

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

34. **Make in India Order**

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement.

The bidder shall be considered as "Class-I Local Supplier" only if all the Items declared as per the List at ANNEXURE-9 is meeting the minimum local content criteria i.e 50% as per



the Clause No. 5 of the Order No. P-45021/2/2017-PP (BE II) dated 16.09.2020 of Department for Promotion of Industry and Internal Trade under the Ministry of Commerce and Industry, Government of India. Any deviation herein will result in the bidder being considered as Class-II Local Supplier or Non Local Supplier and will not be eligible for the MII Purchase preference.

35. **Purchase Preference**

Purchase Preference will be as per the terms of Clause-3A(c), Clause 5, Clause 6, Clause 9 of the Public Procurement (Preference to Make in India), Order No. P-45021/2/2017-PP(BE II) dated 16.09.2020 of Department for Promotion of Industry and Internal Trade under the Ministry of Commerce and Industry, Government of India

36. While all efforts have been made to avoid errors in drafting the Tender documents and the Tenderer is advised to check the same carefully and seek clarification within the scheduled period only. No claim on account of any errors detected in Tender document shall be entertained.

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SECTION 3 : QUALIFICATION INFORMATION

- 1.0 The information to be filled in by the Tenderer hereunder will be used for purposes of evaluating the eligibility and qualification of the Tenderer as provided for in Clause 3.1 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

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

		Financial Year	Total Value of works for the year (Rs. Lakh)	Multiplication factor for updation value of work done to 2023-24	Total value of Works updated to 2023-24 (Rs. Lakh)
1.2	Total value of works (*) executed and payments received year wise in the last five years (in Rs. Lakhs) #	2018-19		1.31	
		2019-20		1.23	
		2020-21		1.14	
		2021-22		1.07	
		2022-23		1.00	

* Value of work as defined in ITT clause 3.

- Attach Certificate from practicing Chartered Accountant

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

(A) Existing commitments and on-going works:

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

** Attach certificates duly attested by the Employer or Engineer-in-Charge of the ongoing works.

(B) Works for which Tenders already submitted:

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

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



- 1.5 Work performed as Prime Contractor (in the same name) on works of similar nature during the last five years counted 28 days prior to the date of Tender Submission. [With respect to ITT Clause 3.4(b)].

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

- 1.6 The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below:

Sl No	Item of Equipment	Requirement	Owned		Hired		Remarks
			Capacity	Age/Condition	Capacity	Age/Condition	
1	Drilling Machine	02 Nos					

- 1.7 Reports on the financial standing of the Tenderer, such as balance sheet, Profit and Loss statements and Auditor's reports for the last five years; (Provisional Financial Statement are not acceptable).
- 1.8 Qualification and experience of the key technical and Management personnel in permanent employment with the Tenderer and those that are proposed to be deployed on this Contract, if awarded.
- 1.9 Not Used
- 1.10 Quantities of work executed as Prime Contractor (in the same name) during the last five years counted 28 days prior to the date of Tender Submission. [with respect to ITT Clause 3.4(c)].

Year	Name of Work	Name of Employer	Quantity of work performed ***		Remarks (Indicate Contract reference)
			Item	Qty	
2018-19					
2019-20					
2020-21					
2021-22					
2022-23					

*** items of works for which data is required should tally with that specified in ITT clause 3

- 1.11 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.5 (b): Cash in hand, Letter of Credit, etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing. If the Contract for this work, namely "..... (name of the work)" is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs. to meet the working capital requirements for executing the above Contract, Apart from the facilities provided to the contractor, if any



Sd/-
 Name of the Bank, Senior Bank Manger
 Address:

1.12 Information on litigations in which the Tenderer is involved

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

1.13 The proposed methodology and program of works, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per key details.



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SECTION 4 : FORM OF TENDER

Tender No: BMRCL/O&M/IT/19/2023

Description of Work: SITC of FBACS at Stations and Depots of Phase-1 and Phase-1 Extn

To:

The Executive Director (O&M),
Bangalore Metro Rail Corporation Ltd (O&M Wing)
Admin Building, Baiyappanahalli Depot,
S V Road,
Bangalore – 560 038,
Karnataka, India.

Dear Sir / Madam,

Having examined and understood the Instructions to Tenderers, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender Notification No BMRCL/O&M/IT/19/2023 dated 23-01-2024 including any addendum/amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender documents in duplicate, which includes the following for the said works;

- a) First Cover : Earnest Money Deposit (EMD) / Tender Security
- b) Second Cover : Qualification cum Technical Package
- c) Third Cover : Financial Package

I/We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Tender documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the Bill of Quantities which are made part of the Financial Package.

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

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

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit (EMD) required by the Tender documents.

We undertake, if our Tender is accepted, to execute the Works in accordance with the Stipulated Completion Date specified in the 'Appendix to Form of Tender'.

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to **Three (03) percent** of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 25 of GCC.

We agree to abide by this Tender for the Tender Validity Period specified in Clause 13 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that we comply with the eligibility requirements as per ITT Clause 2 and clause 3 of the Tender documents.

Tender No. BMRCL/O&M/IT/19/2023

Section 4: Form of Tender

Dated this day of 2024.

Yours faithfully,

(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of

"....."

(To be submitted duly printed, signed and stamped by the Authorized Signatory of Tenderer on Tenderer's letter pad)



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

Sl. No	Reference Contract clauses	Description
1.	Employer's Name & Address	Bangalore Metro Rail Corporation Ltd (O&M Wing), III Floor, BMTCL Complex, K.H Road, Shanthinagar, Bangalore – 560 027, Karnataka, India
2.	Warranty (GCC clause 50)	The Warranty shall start from the date of acceptance by the Employer and shall continue until 12 months from that date of acceptance as in GCC clause 50.
3.	Validity of Tender (ITT clause 13)	180 days from the latest date of submission of Tenders as per ITT clause 13.
4.	Tender Security / Earnest Money Deposit (EMD) (See Clause 14 of ITT)	Tender Security/Earnest Money Deposit (EMD) Rs. 32,29,319 /- (Indian Rupees Thirty Two Lakhs Twenty Nine Thousand Three Hundred and Nineteen only) in the form as defined in clause 14 of Instructions to Tenderers and shall have to be valid for 60 days beyond the validity of the Tender (i.e., (180+60) 240 days from the date of Tender submission).
5.	Contractor's Name & Address with telephone No and e-mail id	 (To be filled in by the Tenderer)
6.	Submission of queries and pre-bid meeting, date and time of Tender Submission and Tender opening, and Place	• Last date for submission of queries by Tenderers : Up to 17:30 Hrs (IST) on 17-02-2024 • Date of Pre-bid meeting : At 11:30 Hrs (IST) on 15-02-2024 • Date for Tender Submission: From 11:00 Hrs to 15:00 Hrs (IST) on 24-02-2024. • Date for Tender Opening: At 15:30 Hrs (IST) on 24-02-2024. • Place: Office of The Executive Director (O&M), Bangalore Metro Rail Corporation Ltd (O&M Wing) Admin Building, Baiyappanahalli Depot, S V Road, Bangalore – 560 038, Karnataka, India.
7.	The Work consists of	Installation, Commissioning and CAMC of Face Biometric Access Control systems, EM locks, Touchless exit switch and Management of FBACS applications including but not limited to Time and Attendance management , Access control management, visitor management , contractor works/job management, in Bangalore Metro Rail Stations & depots
8.	Start Date	The date of signing of the first 'Contract Agreement' (CA) for a section or reach or a set of stations.
9.	Work Completion Period for Supply, Installation, Testing and Commissioning	04 Months from the Date of Signing of the Contract Agreement for individual sections or reaches or stations



Sl. No.	Reference Contract clauses	Description
10.	The following documents also form part of the Contract (See Clause 2.2 of GCC)	(1) Contract Agreement (2) Letter of Acceptance, Notice to Proceed with the works (3) Instruction to Tenderers/ Bidders (4) General Conditions of Contract (5) Special Conditions of Contract (6) Form of Tender / Bid Form (7) Technical Specifications including scope of work (8) Bill of quantities (9) Drawings (10) Contractor's Proposals (11) All correspondence between the Tenderer and BMRCL from the date of issue of NIT and the date of issue of the LOA. (12) Any other document forming part of the Contract.
11.	The Site Data	BMRCL Metro Stations & Depots
12.	Amount of Performance Security (See Clause 25 of GCC)	a. 3% of the Contract Value in INR. In the event of variations during the execution of the Contract which result in payments to the Contractor over and above the original contract price, the Performance Security shall be suitably adjusted at every 6 month at the request of the Employer. The Performance Security shall be in the form of Demand Draft / Pay Order / Banker's cheque / Bank Guarantee shall be drawn on and payable / extendable at a designated branch in Bangalore / RTGS/NEFT transfer to BMRCL bank account.
13.	Liquidated Damages (See Clause 40 of GCC)	The liquidated damages for the whole of the works are 0.1% of the Contract price per day. The maximum amount of liquidated damages for the whole of works is Ten percent (10%) of final Contract price.
14.	Program & Methodology (see clause 21 of GCC)	Work program shall be submitted within 15days of issue of LoA or earlier as required by the Employer/Engineer.
15.	Payment upon Termination – Computation of additional cost to the Employer (GCC Clause 47.1)	The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent .
16.	As-Built Drawings and Operation & Maintenance Manuals (If applicable as per GCC Clause 45)	1. The date by which "as-built" drawings (in scale A2) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. 2. The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. 3. The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is 1% of the Final Contract Value.



Sl. No	Reference Contract clauses	Description		
		Sl. No	Type of Cover	Minimum cover for Insurance
17.	Insurance (GCC Clause 26)	(i)	Works and of Plant and materials	The Sum stated in the Agreement plus 20%
		(ii)	Loss or damage to equipment	Full replacement cost
		(iii)	Loss or damage to property	Full replacement cost
		(iv)	Personal injury or death Insurance (a) For Third Party	For normal works it could be Rs. 20 Lakh to cover 4 persons @ 5 Lakh each.
			(b) For Contractor's Employees or labour	In accordance with the statutory requirements applicable to Karnataka.
18.	The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of Works (GCC Clause 21).	Not Applicable (No Critical equipment involved)		
19.	Duration of the CAMC Contract	05 Years from the date of signing of the CAMC contract agreement for individual sections or reaches or stations		
20.	BMRCL O&M Bank Account Details	Bank Name: Bank of India Bank Account Number: 840420110000739 IFSC Code: BKID0008404 Branch: Cantonment branch, bangalore Account type: Current Account		



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SECTION 5 : GENERAL CONDITIONS OF CONTRACT**Contents**

A. GENERAL	41
2. INTERPRETATION	42
3. LAW GOVERNING CONTRACT	42
4. EMPLOYER'S DECISIONS	42
5. DELEGATION	43
6. COMMUNICATIONS	43
7. NOT USED	43
8. OTHER CONTRACTORS	43
9. PERSONNEL:	43
10. EMPLOYER'S AND CONTRACTOR'S RISKS	43
11. EMPLOYER'S RISKS	43
12. CONTRACTOR'S RISKS	43
13. NOT USED	43
14. CONTRACTOR TO EXECUTE THE WORKS	44
15. THE WORKS TO BE COMPLETED BY THE STIPULATED COMPLETION DATE	44
16. SAFETY	44
17. DISCOVERIES	44
18. POSSESSION OF THE SITE	44
19. ACCESS TO THE SITE	44
20. INSTRUCTIONS	44
B. TIME CONTROL	44
21. PROGRAM	44
22. EXTENSION OF THE TIME FOR COMPLETION	44
23. DELAY ORDERED BY THE EMPLOYER	45
24. MANAGEMENT MEETINGS	45
25. PERFORMANCE SECURITY / SECURITY DEPOSIT	45
26. INSURANCE	46
C. QUALITY CONTROL	47
27. IDENTIFYING DEFECTS	47
28. TESTS	47
29. CORRECTION OF DEFECTS	47
30. UNCORRECTED DEFECTS	47
31. INSPECTIONS AND TESTS	47
32. ACCEPTANCE CERTIFICATES:	48
D. COST CONTROL	48
33. BILL OF QUANTITIES (BOQ)	48
34. VARIATIONS	48
35. PAYMENTS FOR VARIATIONS	48
36. SUBMISSION OF BILLS FOR PAYMENT	49
37. PAYMENTS	49
38. NOT USED	49
39. TAXES & DUTIES	49
40. LIQUIDATED DAMAGES	49
41. COST OF REPAIRS	50
E. FINISHING THE CONTRACT	50
42. COMPLETION	50
43. TAKING OVER	50
44. FINAL BILL / ACCOUNT	50
45. AS BUILT DRAWINGS AND /OR "OPERATING AND MAINTENANCE MANUALS "	50



46	TERMINATION	50
47	PAYMENT UPON TERMINATION	51
48	PROPERTY	51
49	RELEASE FROM PERFORMANCE	51
F. OTHERS		51
50	WARRANTY PERIOD	51
51	FORCE MAJEURE	52
52	PROCEDURE FOR RESOLUTION OF DISPUTES	52
53	PATENT RIGHTS	53
54	LIMITATION OF LIABILITY	53
55	GOVERNING LANGUAGE	53
56	THE COURTS OF JURISDICTION	53
57	NOTICES	53
58	USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE GOVERNMENT	53
59	SITE INVESTIGATION REPORTS	54
60.	APPROVAL BY THE EMPLOYER	54



SECTION: 5 GENERAL CONDITIONS OF CONTRACT**A. General****1. Definitions**

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



- q. **"Materials"** are all supplies, including consumables, used by the contractor for incorporation in the Works.
- r. **"Notice to Proceed"** means the notice issued by the Employer to the Contractor to proceed with the works at the site.
- s. **"Plant"** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
- t. The **"Project Site"** or **"Site"** means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Employer for the purpose.
- u. **"Appendix to Form of Tender"** is the Salient Features of Contract that defines the documents and other information which comprise the Contract.
- v. **"Signed"** includes stamped, except in the case of acceptance of Tender or any amendment thereof;
- w. **"Specification"** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
- x. The **"Start Date"** shall be the date of issue of 'Letter of Acceptance' (LOA) or the date specified in the 'Notice to Proceed', as the case may be.
- y. The **"Stipulated Completion Date"** is the date on which it is intended that the Contractor shall complete the Works. The Stipulated Completion Date is specified in the 'Appendix to Form of Tender'. The Stipulated Completion Date may be revised only by the Employer by issuing an extension of time.
- z. A **"Subcontractor"** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
- aa. A **"Variation"** is an instruction given by the Employer which varies the Works.
- bb. **"Works"** means what the contractor requires the contractor to construct, install and turn over to the Employer, as defined in the contract Data/ Description of the work / Technical specifications / Scope of works.

2. Interpretation

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

3. Law governing Contract

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

4. Employer's decisions

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



5. Delegation

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

6. Communications

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

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

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

9. Personnel:

- 9.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

- 9.2 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BMRCL from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

- 9.3 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.4 Compliance with Labour Regulations

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

10. Employer's and Contractor's risks

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

11. Employer's risks

- 11.1 The Employer is responsible for the excepted risks which are:

- (a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Subcontractors arising from the conduct of the Works; or
- (b) a cause due solely to the design of the Works, other than the Contractor's design; or
- (c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced Contractor:

(i) Could not have reasonably foreseen; or

(ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) Prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) Insure against such loss or damage."

12. Contractor's risks

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

13. Not used

14. Contractor to execute the Works

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

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

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

16. Safety

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

17. Discoveries

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

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract or Notice to proceed, the reasonable extension of time may be given. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

19. Access to the Site

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

20. Instructions

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

B. Time Control**21. Program**

21.1 Within the time stated in the 'Appendix to Form of Tender', the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works within 15 days from the date of issue of LOA or earlier as required by the Employer.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations.

22. Extension of the Time for Completion

22.1 The Employer shall extend the Time for Completion of the works if a Variation is issued and which makes it impossible for Completion to be achieved by the Stipulated Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Stipulated Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Variation and submitting full supporting information.



23. Delay ordered by the Employer

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

24. Management meetings

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

25. Performance Security / Security Deposit

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

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

(or)

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

(or)

- (c) RTGS / NEFT transfer to the BMRCL Bank Account number indicated in Appendix to Form of Tender (Section 4)

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

- 25.2 On the performance and completion of the Contract in all respects the Performance Security will be converted into Guarantee against warranty obligations of the Contractor. The Performance Security shall be valid up to 03 months beyond the Warranty Period for the Entire Work and the additional security for unbalanced Tenders shall be valid until a date 30 days from the date of issue of the certificate of completion. The Performance Security will be returned within 03 months after satisfactory completion of Warranty Period.
- 25.3 The Employer shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the Contract under reference or any other Contract with the Employer.
- The Employer shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the Employer may suffer or be put by reason of or due to any act or other default, recoverable by the Employer from the Contractor in respect of the Contract under reference or any other Contract.



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

- 25.4 The Performance Security shall remain in full force and effect during the period that would be taken for satisfactory performance/ completion of the Works and fulfilment in all respects of the Contract and shall in the first instance be valid until 3 months beyond the Warranty Period. Before the expiry of the date of validity of the Performance Security, the Contractor on being called upon by the Employer from time to time shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Employer at least thirty days before the date of expiry of the Performance Security on each occasion.
- 25.5 As and when an amendment is issued to the Contract, the Contractor shall, within 15 days of the receipt of such an amendment furnish to the Employer an amendment to the Performance Security rendering the same valid for the Contract as amended and up to 3 months beyond amended completion of Warranty Period. All expenses of this shall be borne by the Contractor.
- 25.6 The Performance Security and or any amendment thereto shall be executed on a Non Judicial stamp paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so.
- 25.7 If the Contractor, having been called upon by the Employer to furnish Performance Security, fails to furnish the same, it shall be lawful for the Employer :
- i) to recover from the Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any Contract with the Employer or the government or any other person Contracting through the Employer or otherwise however, OR
 - ii) to cancel the Contract or any part thereof and to execute or authorize to execution of the Works at the risk and cost of the Contractor and in that event the provisions of clause GCC 46 & 47 of GCC shall apply as far as applicable.

26. Insurance

- 26.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Warranty Period), in the amounts stated in the 'Appendix to Form of Tender':
- (a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
 - (b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
 - (c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.
- 26.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.
- 26.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub- clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such



default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payment is due, the payment of the premiums shall be a debt due.

26.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

26.5 Both Parties shall comply with any conditions of the insurance policies.

C. Quality Control

27. Identifying defects

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

28. Tests

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

29. Correction of Defects

29.1 The Employer shall give notice to the Contractor of any Defects before the end of the Warranty Period, which begins at Completion and is defined in the 'Appendix to Form of Tender'. The Warranty Period shall be extended for as long as Defects remain to be corrected.

29.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

30. Uncorrected defects

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

31. Inspections and Tests

31.1 The Employer or its representative shall have the right to inspect and/or to test the materials or works to confirm their conformity to the Contract specifications at no extra cost to the Employer. Special Conditions of Contract and the Technical Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

31.2 Should any inspected or tested materials fail to conform to the specifications, the Employer may reject the materials or Works and the Contractor shall either replace the rejected materials or make alterations /rectifications necessary to meet specification requirements free of cost to the Employer.

31.3 The Employer's right to inspect, test and where necessary, reject the materials or Works at Project Site shall in no way be limited or waived by reason of the materials or Works having previously been inspected, tested and passed by the Employer or its representative prior to the dispatch of the materials.

31.4 Nothing in GCC Clause 31 shall in any way release the Contractor from any warranty or other obligations under this Contract.



32. Acceptance Certificates:

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

D. Cost Control**33. Bill of Quantities (BOQ)**

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

34. Variations

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

35. Payments for Variations

- 35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
- 35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of Contract.
- 35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible, the payment would be made at the derived rate for the item plus or minus the overall



percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

- 35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1, 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.
- 35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

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

37. Payments

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

38. Not Used

39. Taxes & Duties

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

40. Liquidated damages

- 40.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the 'Appendix to Form of Tender' for each day that the Completion Date is later than the Stipulated Completion Date (for the whole of the Works or the milestone as stated in the 'Appendix to Form of Tender'). The total amount of liquidated damages shall not exceed the amount defined in the 'Appendix to Form of Tender'. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
- 40.2 If the Stipulated Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.



41 Cost of repairs

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

E. Finishing the Contract**42 Completion**

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

43 Taking over

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

44 Final Bill / Account

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

45 As built drawings and /or "Operating and Maintenance Manuals "

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

46 Termination

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



For the purpose of this paragraph:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.
- (ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

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

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

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

47 Payment upon Termination

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

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

48 Property

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

49 Release from performance

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

F. OTHERS

50 Warranty Period

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



use of the supplied materials or the Works in the conditions prevailing in the country of final destination.

50.2 This warranty shall remain valid for a period specified in Appendix to Form of Tender after the materials or Works or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall at its discretion either:

- a) make such changes, modifications, and/or additions to the Works or any part thereof as may be necessary in order to attain the Contractual guarantees specified in the Contract at its own cost and expense and to carry out further Performance Tests in accordance to respective Special Conditions of Contract / Technical Specification; OR
- b) pay liquidated damages to the Employer with respect to the failure to meet the Contractual guarantees. The rate of these liquidated damages shall be as per GCC clause 40 or respective Special Conditions of Contract or as specified in the Technical Specifications.

50.3 The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.

50.4 Upon receipt of such notice, the Contractor shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Works or parts thereof, free of cost at the ultimate destination. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period from the date of replacement/repair/renewal.

50.5 If the Contractor, having been notified, fails to remedy the defect(s) within 3 days, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

51 Force Majeure

51.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

51.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

51.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

52 Procedure for Resolution of Disputes

52.1 The Employer and the Contractor shall make every effort to resolve amicably through negotiation any disagreement or dispute arising between them under or in connection with the Contract.



- 52.2 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.
- 52.3 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.
- 52.4 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the respective Special Conditions of Contract.

53 Patent Rights

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

54 Limitation of Liability

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

55 Governing Language

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

56 The Courts of Jurisdiction

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

57 Notices

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

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

- 58.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 58.2 The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 58.1 except for purposes of performing the Contract.
- 58.3 Any document, other than the Contract itself, enumerated in GCC Clause 58.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so required by the Employer.



- 58.4 The Contractor shall permit BMRCL to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the BMRCL, if so required by BMRCL.

59 Site Investigation Reports

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

60. Approval by the Employer

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

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SECTION 6 : SPECIAL CONDITIONS OF CONTRACT

1. General

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

2. Scope of Work / Inspection of Site

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

3. Subcontracting (GCC Clause 7)

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

4. Compliance with labour regulations (GCC Clause 9.4)

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

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

5. Safety (GCC Clause 16)

Fire Precautions:

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



6. Access to the Site (GCC Clause 19)**Security and Passes:**

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

6.4 Conditions of working in restricted area

Work under this contract lies in restricted area.

6.4.1 Visit to site within the restricted area

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

6.4.2 Entry/Exit

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

6.4.3 Identity Cards or Passes

The contractor, his agents and representatives are required individually to be in possession of an identity Card or Pass duly verified by the Employer or his authorized Representative. The identity card or pass will be examined by the Security Staff at the time of entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area.

6.4.4 Identity of Workmen

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

6.4.5 Search

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



6.4.6 Working Hours

- 6.4.6.1 The Metro stations are restricted areas, usually the work can be carried out during working days in the week and remain closed on the Sunday. The working hours available to contractor's labour & staff are 9.00AM to 6.00 PM, however appreciably reduced because of the time taken in security checks observed at the time of entry/exit and during working hours.
- 6.4.6.2 The exact working hours, days and non working days observed for the restricted area, where works are to be carried out shall be deemed to have been ascertained by the contractor before submitting his tender. The Tenderer's attention is, invited to the fact that the total number of working hours for a restricted locations are prescribed in Regulations and they cannot be increased by the BMRCL.
- 6.4.6.3 Contractor's materials, transport etc., shall normally be permitted to go out of the area (Metro Stations) between 9.00 PM to 6.00 AM only.
- 6.4.6.4 In an emergency condition, Contractor may also be allowed to carry out the work beyond that mentioned in clause No. 6.4.6.1, but however, no movements of materials and transport out of site of work shall be permitted during night unless special permission is obtained from the higher authorities.
- 6.4.6.5 Some works has to be carried out during night after revenue hours, duly taking PTW (Permission to Work) on daily basis well in advance. Work shall not be allowed to carry out without prior PTW.

6.4.7 Work on Holidays

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

6.4.8 Access to restricted area after completion of Works :-

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

6.4.9 Not Used**6.4.10 Co-operation with other Agencies**

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

6.4.11 Electric Supply

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

6.4.12 Emergency Works

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work, under intimation to the Engineer.



7. Inspections and Tests (GCC Clause 31)**7.1 Inspections and tests at final acceptance are as follows:**

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

7.2 Materials and Samples

- 7.2.1 The contractor shall produce samples of all materials/articles, fittings, accessories etc., that he proposes to use in the Works and get it approved in writing by the Engineer before incorporating in the work. The materials, articles etc., as approved shall be labeled as such and shall be signed by the Engineer and contractor's representative. The samples shall be kept in the custody of the Engineer till payment of final bill.
- 7.2.2 Materials provided by the contractor for incorporation in the work shall unless otherwise specified in the Technical specifications, comply with the requirement of the latest relevant Indian Standard (IS) in the website of BIS i.e. www.bis.org.in and as specified in 'Karnataka Building Specifications (KBS)', 'Karnataka Roads & Bridges Specifications (KRBS)' and 'Karnataka Public Works Ports and Inland Water Transport Department (KPWP&IWTD)', Bangalore Circle. In case of any difference / discrepancy on the above, the condition in the interest of BMRCL shall prevail.

8. Variations (GCC Clause 34)

Total variation under the Contract shall be limited to $\pm 25\%$ of the Total Original Value of the Contract

9. Payments for Variations (GCC Clause 35)

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

10. Taxes and Duties (GCC Clause 39)

- 10.1 The Contract price shall be inclusive of Labour Cess Charges and duties under applicable law but exclusive of CGST and SGST. BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL
- 10.2 **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.
- 10.3 The Contract Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.



- 10.4 Contractors shall be entirely responsible for license fees, road permits and any other incidentals incurred until completion of the whole of the Works and handover to the Employer.
- 10.5 The Contractor shall maintain complete records of duties, other taxes and levies, etc.; payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.
- 10.6 Any increase in CGST and SGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the extension of time". However, this shall not be applicable for "Variations".

11. Termination (GCC Clause 46)

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

12. Procedure for Resolution of Disputes (GCC Clause 52)

Arbitration: The procedure for arbitration shall be as follows:

- 12.1 In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996, and its latest amendments. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, a request may be made by BMRCL to the High Court of Karnataka to take necessary measure for appointment of the Sole Arbitrator.
- 12.2 Arbitration proceedings shall be held at Bangalore, Karnataka, India.
- 12.3 The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.
- 12.4 Performance under the Contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

13. Notices (GCC Clause 57)

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

Employer :

Bangalore Metro Rail Corporation Ltd (O&M wing)
Office of Telecom & AFC Department,
Baiyappanahalli Metro Depot,
Swami Vivekananda Road (Old Madras road),
Baiyappanahalli, Bangalore – 560 038,
Karnataka, India

Contractor:

.....
.....



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

14. Use of Contract Documents and Information; Inspection and Audit by the Government (GCC Clause 58)

14.1 Security of Classified Documents

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

15. Protection of Environment: (New Clause)

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

16. Approved Materials (New Clause)

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

17. Contract Extension

At the discretion of the employer the contract period may be suitably extended till completion of the work in consultation with the contractor with the same terms and conditions of the contract.

18. Payments (GCC Clause 37)

- (i) On Delivery : Ten percent (10%) of the Contract price of Schedule A of Vol2.Financial package shall be paid on receipt of Final Design Documents and As-Built Documents. Seventy percent (70%) of the Contract price of Schedule A of Vol2.Financial package shall be paid on receipt of goods at BMRCL premises and upon submission of relevant documents ; and
- (ii) On Final Acceptance: The remaining Twenty percent (20%) of the Contract price of Schedule A of Vol2.Financial package shall be paid to the Contractor in about 30 days after the date of acceptance Certificate issued by the Purchaser's representative for the respective installation and training and other necessary documents as finalised by BMRCL.
- (iii) Payments of the Contract price of Schedule B of Vol2.Financial package shall be paid to the Contractor on Quarterly basis after the completion of the respective quarter in about 30 days from the date of submission of bills after deducting penalties if any.

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

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SECTION 7 – TECHNICAL SPECIFICATIONS**1. GENERAL**

- 1.1 All works under this contract shall be strictly carried out in accordance with General Rules, specifications, special conditions read in conjunction with Technical specification and General Conditions of Contract. Technical specification shall take precedence over the Schedule wherever in variance.
- 1.2 Materials to be provided by the contractor for incorporation in the work shall unless otherwise specified in the Technical specification comply with their requirements of the relevant Indian Standard (IS) including errata and amendments read in conjunction with latest edition. The contractor may, however, at his own discretion provide and incorporate in the works such materials complying with the requirement of any subsequently amended or revised edition of the corresponding IS without any price adjustment of the lump sum or while pricing deviation.

2. SCOPE OF WORK

- 2.1 The work under this contract comprises of entire completion of the work described in schedule 'A', 'B' and as specified in these Technical specifications. Tenderer are advised to visit the Site(S)/Building(S) and ascertain for themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), etc.; and quote their Tenders (Unit Rate) accordingly. Any claim whatsoever will not be entertained by the Employer at a later date.

2.2. The Scope of work constitutes the following:

- a. The Supply and Installation of the FBACS as per the List of Mandatory Assets 1.0 for Phase-1 and Phase-1 Extension metro stations and Depots.
- b. Comprehensive Annual Maintenance contract for a period of 5 years extendable Upto 10 years. The CAMC contract Period begins on the date of issuance of the Final Acceptance Certificate by BMRCL for the completed Work. The CAMC value finalised in the tender is for 72 Locations (68 Stations and 04 Depots). The CAMC contract value will be paid on Pro rata basis as when one reach or a set of stations is fully commissioned and made operational.
- c. FBACS assets as listed in Appendix-1 are the Requirements of BMRCL and this requirement may be considered for finalizing the cost of Items listed under List of Mandatory Assets 1.0. The BOQ indicated in Appendix- 1 is only indicative and BMRCL reserves the right to vary the Quantities as per the scope upon awarding of the contract.
- d. Providing 200Mbps dedicated 1:1 FOTS based Internet Leased Line connectivity from Class A ISP to DC2-Peenya depot location for a period of one year

3. Supply, Installation and Maintenance of the FBACS:

The scope of work also includes supply, installation, Testing and commissioning of the Items listed under List of Mandatory Assets 1.0. The Detailed Design and Technical Specification is given below.

- 3.1 The proposed FBACS shall be installed for all the critical equipment rooms and for platform walkway gates to ensure that access is limited to only authorized staff. The restricted equipment rooms/areas including but not limited to:
- i. Station control room
 - ii. Signalling Equipment room
 - iii. Telecom Equipment room
 - iv. S&T UPS room
 - v. ASS/TSS room
 - vi. ECS room
 - vii. TVS room
 - viii. All equipment rooms in OCC, BCC and depots



ix. Platform walkway access gates

3.2 The Doors of the restricted equipment rooms/areas shall be installed with Electro Magnetic Locks, Touchless Exit switches and Emergency door release box.

3.3 List of Mandatory Assets 1.0

1	Face Biometric Access Control Device and FBACS Application
2	FBACS Server
3	Electromagnetic Lock
4	Touchless Exit Switch
5	Resettable press to open type Emergency Door release box
6	Access Control cable
7	Mounting backbox and plate

4. The detailed Technical Specifications of each List item given above is listed here:

4.1 Face Biometric Access Control Device and FBACS Application:

FBACS			
OEM :			
PART NO :			
SL NO	PARAMETER	SPECIFICATION	Compliance (Yes/No)
1	Access Control	Windows/Web based, supported databases - MS SQL Server and it should have intuitive design.	
		Able to manage biometric, Card reader and Controllers with same software. User enrolment should be done only once for biometric and controller enrolment. Access Control, Time & Attendance and other modules like VMS, should use same Database in case of future scalability.	
		Functionality to Import existing User/terminal details from Excel sheet or existing SQL DB. The API should also be available to expose to 3rd Party system to Pull/Push logs	
		Flexible enough to host on Private cloud or On-Premises.	
		Migrate Biometric & Images from existing system and seamless migration to future Biometric systems.	

	Option to PULL Biometric templates from device to central database in case of data recovery of biometrics required	
	User detail, enrolment status of biometrics, Duress finger, Biometric Modality with Add, delete, or edit user from the interface. There should be Filter enrolled and non-enrolled users	
	User wise logs, Users List in given terminals	
	Software should support IP based device or USB Biometric device for enrolment along with desktop card reader for card Encoding & Reading	
	Capture Photograph, Demographic details, Biometric (Fingerprint (Up to 10 Fingers and mark Duress finger to one of them) /Face/IRIS any given) modalities	
	Assign User wise Policy - A user may have different access policies for different readers. It should be configurable. For exp: USER A May have finger + Card on Terminal 1 and Finger Only on Terminal 2	
	Assign different user policy on same terminal. For exp: On Terminal 1: User A have Finger Only policy and USER B have Face/Finger+ Card policy	
	Assign a specific access schedule to user	
	Deletion of biometric and re-enrol them whenever needed	
	Push User/Group of users in terminal/Group of terminals	
	Terminal list with Online & Offline Status, Count of Online and Offline Terminals	
	Add/Edit/Delete Terminal Details & groups. Extract Terminal wise logs & user list. There should be option for terminal wise Wiegand settings	
	Global Policies for all the terminal and should also have an option to set the local policies.	
	Access Schedule: Up to 64 schedules can be created	
	Fetch real time logs directly from reader & controller & it should be shown on server	
	Display user details along with photograph while Real time identification	
	Never delete logs from reader it should overwrites in FIFO mode when it reached the reader's maximum limit	
	Configurable SMS/Mail Alerts	
	Fingerprint & Face & IRIS stored in the database should be encrypted with 256-bit AES Key. There should be an option to inject customer keys.	



		Integration API for existing and future software.	
		Integration between Logical login and Physical access control system. If user doesn't swipe card/Fingerprint/Face at the access control device. Specific user login ID will be blocked in Win active directory.	
		De-Dup of user on the basis of biometric data (Finger print/ Face). Blacklisted user will not able to enrol in the access control software. An alert should be generated, if someone tries to enrol blacklisted user.	
2	T&A	Facilitates superlative range of flexible functions such as Multiple Organizations, Late-In, Early-Out Policy, Overtime Policy, Absenteeism Policy, Multiple Holidays, Holiday Schedules, Manual Entry and corrections of Entry-Exit Events and Attendance Summary	
		Allows to create multiple Organization, Branch, Department, Section, Division, Location Employee Master, Designation	
		User Role Management (Admin/HR/Employee/Report Viewer)	
		Create and Update Duty Roaster	
		Sends SMS / Email alerts for various pre-defined events such as User Events, Monthly Attendance, and Missing In/Out Punch to multiple users automatically on the occurrence of any such events	
		Offers integration through API, database to database, and customized export template	
		Allows seamless integration with third party Payroll, HRM, Tally, SAP, ERP, Active Directory, etc.	
		Allows creating time-attendance, shifts related reports and colourful charts using various filters and formats, also offers customized reports. Few of them listed below but not limited to:	
		Daily & Monthly Reports	
		Absent Report	
		Late Arrival Report	
		Early Departure Report	
		Muster Role Report	
		All (Raw) Punches Report	
		Masters Reports	
		Raw Punch Report	
		Condensed Report	
		Daily and Monthly Performance Report	
		Reports Export Format: PDF, Excel & Word	

		Offers an option to assign a new shift automatically based on user's punch details	
		Manages unlimited shifts & Schedules	
		Manages continuous shifts as well as overnight shifts	
		Interprets User punches for entry or exit depending on attendance policy configuration	
		Monitors late-in entry and early-out exit of employees based on their shift timings	
		Allows calculating overtime on a daily, weekly, or monthly basis	
		Allows creating multiple shifts and schedules with break time, grace time, off day, repeat days, etc. to manage workforce of organization	
		Allows creating holiday schedule groups with multiple holidays in each group	
		Facilitates corrections and manual entries of entry-exit events like attendance records, overtime, late-in/early-out timings, etc.	
		Offers User-wise and Period-wise options with Late-In, Early-Out, Overtime and Absenteeism Policies	
		Offers generation of attendance summary that includes various employee data like attendance, weekly off and holidays organization-wise, department-wise and user defined period-wise	
		Facilitates defining common rules and parameters like number of duplicate punches allowed, auto shift correction, maximum late-in/early-out allowed time, password security, etc. as templates that can be applied globally to all users	
		Allow to create general shift, night shift and support auto shifts.	
3	Visitor Management	The software should support both Windows and web based with MS-SQL Server as a database. The software should also work in offline mode when it is not connected with central server. Whenever connectivity restored, it should sync data automatically with server.	
		The software program shall be compatible with Windows 10/11 64-bit OS & hardware. The VMS should share the same database as Access Control system and there should not be separate instance installed for database. Visitor should also be able to use same access control device which is being used for the Employees. The mode of access (Card/QR/Biometric) should be configurable in the software.	

		The Software License should be perpetual in nature & should supports up to 20K visitors/contractors and no recurring cost of license should be there.	
		Administration & User activity of the software should be user friendly from GUI & performance perspective. It should allow seamless Integration with Printer, Scanner, Web cam & IP Camera.	
		The software should have visitor pre-enrolment provision to provide seamless access. The appointment request should be approved by the official before providing the access in the premises.	
		The software should be able to capture demographic, biometric and ID (Government ID-Aadhar/Driver License) of the Visitor. There should be an option to scan the ID and auto-fill the data in the respective fields.	
		Software should be securely developed & support AES 256 encryption for Visitor/Employee biometric data	
		Notifies the Hosts (by SMS/Email) about a Visitor's Arrival & Generate Visitor Pass in the form of E-Pass and Paper Pass with Customizations, Keep Track of Visitor Documents and Vehicle Information. Limit Access for Particular Areas only, Live Tracking of Visitors, and Store Visitor's Record for Future Purpose & generates detailed Reports of Visitor Movement. Create pass format in required format & information after successful registration & biometric / Card allocation mentioning unique ID, which should work as primary keyword to search the details in single click.	
		Active Directory & database defined Username & Password should be supported to login in Application.	
		Login using OTP should be allowed (Vendor need to suggest the SMS gateway provider for SMS/OTP message service)	
		Dashboard should be able to show total counts of Visitor in Building	
		VMS should be able to support biometric, Card and Paper Visitor Pass for Access	
		Visitor Access should be Auto removed, once he is OUT from office (Applicable in Case of Biometric)	

		There should be an option to blacklist the visitor. The blacklisting option should be available based on ID, Mobile, Email or Biometric (Finger print/Face). Blacklisted user should be identified as soon as any of the above field matches in the system.	
		Escort Feature:	
		The escort person (Employee of the Company) can escort one visitor or multiple visitors at the same time.	
		Access Device should only authorize or permit access to such a visitor only after authorizing an escort. This should be through Biometric or RFID cards.	
		Alerts:	
		Visitor's Overstay in office	
		Exceeding no. of Visitors at floor or premises	
		Reports:	
		Number of Visitors inside the building	
		Date wise Visitor Details	
		Official wise visitor details	
		Visitor wise report	
		Department wise visitor detail	
4	Contractor Management	The access control software should have contract management module	
		The software should allow to add unlimited Contractors/Vendors Company	
		There should be a provision to add PO# against Contractor/Vendor Company	
		There should be a provision add Contractor Staff in Access control System with specific category	
		The access should not be given beyond the order Validity date	
		There should be an option to limit number of persons per contract	
		Option to set that a contractor Employee can't work beyond certain time duration.	
5	Credential		
	Biometric	AI based Face Recognition - Should have NPU inbuilt	
	Barcode and QR code	Device should QR code Supported	
	RF Option	Universal Card Reading module (125kHz EM, HID Prox & 13.56MHz MIFARE, MIFARE Plus, DESFire, DESFire EV1/EV2/EV3, FeliCa, iCLASS SE/SR/Seos)	
	RF detection distance	Minimum 30 mm	



	Mobile Credential	Frequency: 13.56MHz NFC	
		Frequency: 2.4GHz BLE	
		Certificates: ISO 27001	
		Encryption: AES-128/256	
		Compatible devices: iOS 7.0 above, Android 9.0 above	
6	General		
	CPU	1.5 GHz Quad Core or better	
	Memory	32 GB Flash + 4 GB RAM or higher	
	Database Encryption	AES 128 bit /256-bit method	
	OEM for Hardware	Device Manufacturer & Algorithm manufacturer should be from the same OEM.	
	GDPR or Data Protection Regulation or Personal Data Protection (PDPB India)	Must be supported with ToC (Face Template on card)	
	Crypto chip	Supported	
	LCD type	Minimum 5 inch IPS color LCD	
	LCD resolution	Minimum 720 x 1280 pixels	
	Sound	16bit	
	Operating temperature	-20°C to 50°C	
	Storage temperature	-40°C to 70°C	
	Operating humidity	0% to 80%, non-condensing	
	Storage humidity	0% to 90%, non-condensing	
	Camera	2MP 2EA	
	Dimension	Compact form-factor	
	Facial Recognition Algorithm	NIST Certified by OEM of Hardware.	
	IP rating (without external enclosure)	IP65 or higher	
	IK rating	IK06 or higher	
	Components not used from countries, which sharing land border with India	NDA compliance is must, OEM should produce the letter.	
	Certification	UL / ETL, CE, FCC, IC, KC, RoHS, REACH, WEEE, UKCA, RCM, BIS	
7	Face		
	Recognition Distance	0.6 to 1.0 m	
	Recognition Height	1.4 to 1.9 m	
	Mask detection	Must support variety of masks (N95, 3-ply, Fabric)	
	Matching speed	Within 0.3 seconds	
	Enrolment Methods	Must support upload a photo or drag & drop	
		Must support enrolment through an email link	
		Must support Bulk enrolment through CSV import	
		Must have integration with DB/ERP/HRMS for photo importing	

	Live Face Detection	Must support anti-spoofing mechanism against Selfie, Photo, 3D Mask or 3D Face Replica Model based fake-face attacks	
8	Storage Capacity		
	Max. User	1,00,000	
	1:N Matching	Face: 40,000	
	1:1 capacity	Face: 100,000	
		Card: 100,000	
		PIN: 100,000	
	Text logs	10,00,000 or higher	
	Max. Image Logs	50,000 or higher	
9	Capacity		
	Ethernet	Supported (10/100/1000 Mbps, automatic MDI/MDI-X)	
	WiFi (on-board)	Must be on-board - Support	
	RS-485	1ch Host / Slave (Selectable)	
	OSDP	Must support OSDP ver. 2.0 or higher	
	Wiegand	1ch Input, 1ch Output	
	Aux Inputs	3ch Inputs	
	Relay	1 Relay	
	POE+	Supported	
	SIM	4G/3G With IoT support	
	Intercom	Supported - Should able to have two way communication	
	RTSP	Supported - to connect with Any Video Management System	
	USB	USB 2.0 (Host)	
	USB expansion port	Must support for future expansion	
	Tamper Detection	Supported	
10	Electrical		
	Power	DC 12 V DC 24 V (current: 1.2 A)	
	Relay	2 A @ 30 VDC Resistive load	
		1 A @ 30 VDC Inductive load	
11	Integration		
	Data transfer	Seamless integration with 2-way data transfer capability	
	Enrollment	Seamless integration with direct enrolment from Master software	

4.2 FBACS Server:

FBACS Server	
OEM :	
PART NO :	



Sr. No.	Parameter	Specification	Compliance
1	Mounting Type	Rack	
2	No of Cores	16	
3	No of Threads	32	
4	Minimum Frequency	2.5 Ghz	
5	No of Sockets	1	
6	Memory	64 GB	
7	Power Supply	Redundant	
8	Network	Redundant Gigabit Ethernet	
9	Boot Drive	250GB Enterprise SSD * 2	
10	Raid Support	0,1,5,6	
11	OS	Windows Server	
12	Storage	2TB usable with Raid5	

4.3 Electromagnetic Lock:

600 / 1200 LBS ELECTRO MAGNETIC LOCK			
OEM :			
Part No :			
Sr. No.	Parameter	Specification	Compliance
1	Holding Force	Upto 600 LBS * 2	
2	Magnet Size	500 X 42 X 26 mm	
3	Armature Size	180 X 38 X 11 mm	
4	Current Drain	480mA±10%/12Vdc ; 240mA±10%/24Vdc	
5	Operating Temperature	(-10 to 55)°C (14 to 131)°F	
6	Housing Finishing	Anodized Aluminium	

4.4 Touchless Exit Switch:

TOUCHLESS EXIT SWITCH			
OEM :			
Part No :			
Sr. No.	Parameter	Specification	Compliance
1	Input	12 Volt DC	
2	Output	1-relay output, 3 Amp Dry Contact	
3	Connectors	NO, NC, COM, +12V & GND	
4	Activation Time	1 second or as long as sensor is triggered	
5	LED Color	Standby ; Active	
6	Operating temp	-20~+50	

7	Mechanical Life	100,000 Operations	
8	Humidity Tolerance	0-95% (non- condensing)	

4.5 Resettable press to open type Emergency Door release box:

EMERGENCY DOOR RELEASE BOX			
OEM :			
Part No :			
Sr. No.	Parameter	Specification	Compliance
1	Alarm Status Indicator	Green / Red / Yellow	
2	IP Rating	IP 50	
3	Relay	NO / NC	
4	Colour	Green	

4.6 Access Control cable:

Access Control Cable			
OEM :			
PART NO :			
Sr. No.	Parameter	Specification	Compliance
1	No of Cores	8	
2	Nominal Cross Sectional	0.25 Sqmm	
3	Working voltage	220V	
4	Conductor	Annealed Bare Stranded Copper	
5	Insulation	LSZH	
6	Sheath	LSZH	
7	Operating Temperature	+5 °C to +50 °C	
8	Flame Retardant	IEC / ISO Certified	

4.7 Mounting backbox and plate:

Mounting backbox and plate			
OEM :			
PART NO :			
Sr. No.	Parameter	Specification	Compliance
1	IP rating	IP 65 or higher	
2	IK rating	IK08 or higher	
3	Material	Fire retardant plastic material	
4	Cable entry	Front or bottom	
5	Dimensions	As per device suitability	

- 4.8 All the Technical Scope mentioned above must be mandatorily part of the product and should be complied with as part of the contract.
- 4.9 The FBACS application shall have minimum of 50,000 licenses availability for all the module licenses. The FBACS application modules includes but not limited to Access Control management, User management, Time and attendance, Device management, Shift and schedule management, Leave management, visitor management, contract worker management, visitor management, job permit management, Report management, API management, Enterprise master management, Employee self service management
- 4.10 The FBACS application shall be web based fully scalable and customizable as per the requirements of BMRCL
- 4.11 The FBACS shall also be available in android and ios mobile platform for user self service
- 4.12 The FBACS application shall support flexi or dynamic shift schedule, shift continuation, multiple shift per day and mark the attendance automatically with the appropriate shifts
- 4.13 The FBACS application shall support Compooff generation for extra work hours and utilizing the Compooff hours
- 4.14 The FBACS application shall support for leave clubbing across other leaves/week-off/Holidays, leave balance management from other leaves, leave restriction facilities as per the requirement of BMRCL. The FBACS application shall also support multi-leave approving based on leave duration. The application shall able to restrict the leave applications based on leave duration for certain shifts or leave type
- 4.15 The FBACS applicable shall support generation of standardized and color coded or QR based passes to identify individuals authorized to work in BMRCL premises
- 4.16 The FBACS application shall support centralized monitoring of all the access control devices and update the device health status, events at all the times
- 4.17 The FBACS application shall provide information pertaining to time of access, duration of stay inside the equipment rooms and shall trigger alarms to the centralized monitoring locations in case of the duration of stay exceeds the defined time configured.
- 4.18 The FBACS application shall support regularizing the attendance with multi-level approving authorities upto minimum of 5 level
- 4.19 The FBACS application shall support for multi-level approving hierarchy for all the modules wherever applicable. There shall be feature of auto approval of certain types of leaves for certain percentage of the employees as defined by the BMRCL
- 4.20 The FBACS application shall support real time notification/alarms in case of unauthorized access attempts
- 4.21 The Face recognition device shall be able to detect the faces irrespective of the foreground, background lighting conditions, dark/light faces, with/without spectacles, with/without face mask, with/without hair on head/beard/moustache.
- 4.22 The FBACS application shall support configuring the user for using the device as access control or attendance or both and also device shall also able to configure to work as access control or attendance or both.
- 4.23 The FBACS application shall provide reports and graphical representation of number of people entered, exited for each access control door.
- 4.24 The FBACS servers shall be installed and configured with redundancy in DC and DR locations. No single point of failure of server shall affect the functioning of the FBACS application and the end device. The end devices shall also be able to store the punch records, events, logs if unable to reach the server and push the data automatically to the server when the server is reachable.



- 4.25 **The Comprehensive Annual Maintenance Contract (CAMC) is for the period of Five (05) Years from the date of Commissioning and acceptance of the BoQ items as per the terms & conditions in the Contract. The CAMC cost paid by BMRCL to the contractor is the Accepted Contract Price quoted in Pricing Schedule B of Vol2.Financial Package of this Tender and is applicable throughout the Contract period of the Tender. The Five (05) years CAMC period is also applicable for the additional assets as and when installed during this Five (05) year contract period as per the unit Price quoted in Pricing Schedule A of Vol2.Financial Package of this Tender.**
- 4.26 **The CAMC Cost also includes 3 Nos of Trained manpower in 2 shifts each (5:00 Hours to 14:00 Hours and 14:00 Hours to 23:00 Hours) and 2 No of Trained manpower in the Night Shift (23:00 Hours to 05:00 hours) deployed at BMRCL Premises. The Total deployment of manpower in a day will be 08 Nos for all the Days including public holidays and Sundays. The Leave Reserves and Rest Reserves have to be managed by the contractor separately for the deployment of 08 Nos of Trained Manpower on all the Days. The Trained Man power deployment under this CAMC contract for additional assets (as & when installed & commissioned) is calculated based on the pro-rata basis to the existing contractual value.**
- 4.27 The CAMC contract can extended for a period of 10 Years from the date of Installation subject to the acceptance of both the BMRCL and Contractor, the CAMC Cost paid on the 5th year shall be freezed for every year for the next 5 years.
- 4.28 The Contractor upon commissioning the entire FBACS, shall get it certified from the CERT-In Empaneled List of Vendors. CERT-In is the national nodal agency under the Ministry of Electronics and Information Technology, Govt of India for responding to computer security incidents as and when they occur.
- 4.29 The contractor shall provide compliance to all the vulnerabilities identified by the CERT-In agency from time to time for the commissioned FBACS throughout the period of the CAMC contract. All the complied documents shall be submitted on Quarterly basis.
- 4.30 Contractor shall keep sufficient Nos. of spares and consumables required for replacement during servicing and Breakdowns to avoid any delay
- 4.31 The contractor shall plan the Scheduled Preventive Maintenance activity, in such a way that, the activities shall be uniformly spread throughout the year.
- 4.32 The Contractor shall depute Eight (08) Nos of sufficient trained, Experienced and competent personnel in different shifts (as indicated in Appendix-4) for carrying out Preventive servicing / Breakdown maintenance. The deployed man power should be Minimum Engineer Graduate in Computer Science/Information Science/Electronics and Communication or equivalent and should have 2 years experience in IT Software, Hardware and Networking Domain knowledge. The deployed man power should mandatorily be able to Read, Write and Fluently Converse in Kannada and English Language.



- 4.33 The Contractor shall submit the detailed Preventive Maintenance Schedule for Employer's approval before starting the works. The contractor shall strictly follow the approved Maintenance Schedule.
- 4.34 Quarterly Payments under CAMC shall be made subject to Completion of all activities as per the approved maintenance schedule. Quarterly Payments will not be released if there is any lag in Installation or Maintenance Schedule.
- 4.35 All scheduled planned maintenance work which requires shutdown of any essential equipment, passenger amenity equipment's, emergency equipment's shall be normally carried out in non-revenue hours (night shift). However, these criteria can be relaxed by engineer in charge on case to case basis depending upon redundancy available of particular equipment, passenger load on station, weather condition or requirement of particular equipment at that time. The scheduled activity performed after revenue hours should be based on weekly maintenance block provided. An integrated block will be communicated by BMRCL to all concerned and a maintenance plan is to be made in line with this.
- 4.36 The contractor shall carry out the following checks/works during Preventive Maintenance/Serviceing as per the approved maintenance schedule.

5. BREAKDOWN MAINTENANCE.

- 5.1 In case of any breakdown, the contractor shall depute their engineer for servicing of the defective system. If any components have to be replaced, it must be done as per the timelines at Appendix 3.
- 5.2 A failure / breakdown shall be registered to the contractor when any defect is noted by the Concerned Site In charge of BMRCL due to any of the following:
- a) Operational defect
 - b) Failure of any Component/system.
 - c) Failure of any Sub-component/sub-system
 - d) Any Maintenance lapse (whether material or workmanship)

The contractor shall not provide any excuse for not attending any breakdown occurring on account of the above-mentioned conditions except for breakdown occurring on account of Physical Damage to the equipment's due to any extreme cause. All breakdown occurring on account of present/previous operational problem, maintenance lapse, ageing, power fluctuation /interruption, failure due expiry of designed life, etc., of component/subcomponent/ system/subsystem shall be the responsibility of the contractor. The scope of Breakdown Maintenance shall include the attending/rectification of the Breakdown and failures occurring in the system at any time during 24hrsx365days inclusive of all Sundays &Holidays.

The Maintenance Contractor personnel will perform the maintenance and troubleshooting (as per manuals) and restore the working with stock of spare module/card/equipment wherever necessary

The Maintenance Contractor personnel will perform the maintenance and troubleshooting (as per manuals) and restore the working with stock of spare module/card/equipment wherever necessary

Minor Breakdown: The Minor failures/defects (due to which the FBACS equipments and systems/servers does not get affected) occurring in the system during operation which includes repairing/replacement of defective items shall be done by the contractor within the time specified as follows (also as detailed in Appendix-3):



Response Time (Max) : 02 Hours

Rectification Time (Max) : 04 Hours

Major Breakdown: Major failures (due to which operation of FBACS and systems/servers gets affected) taking place in the system which cover all type of Breakdown of the Major Equipment's and which includes Repair/Replacement of Assemblies, Sub-Assemblies, and Components, etc. as a whole shall be attended and rectified within the time frame specified as follows (also as detailed in Appendix-3):

Response Time (Max) : 01 Hours

Rectification Time (Max) : 02 Hours

The contractor shall be responsible for ensuring prompt & proper attention to breakdowns/failures along with undertaking detailed root-cause analysis of the breakdown/failure, so that appropriate corrective measures are taken to prevent their recurrence in future.

- 5.3 Soon after detection of any failure in the FBACS equipments/systems/servers, BMRCL will notify the contractor to depute their engineers on urgent basis. The vendor should provide immediate support services with 2 hours response time for Severity 1 & 2 problems. Engineer will respond back immediately with remote support upon intimation and would reach site within 2 hours of intimation if problem is not resolved thru Remote dial in support

The system faults and their severity levels are defined as:

- Severity 1 This is defined as a failure, which denies or severely limits users "access to a live" or on-line system.
- Severity 2 This is defined as a failure that results in diminished functionality of the system / diminished functionality to the users.
- Severity 3 This is defined as the problem in the redundant unit or the local problem which don't affect group of users or impacts only the non-critical services.
- Severity 4 System issues fall within this category include assistance with routine or planned maintenance upgrades for a system. Issues within this category are always operations or procedures that have planned for some time in advance

- 5.4 The contractor shall attend any number of breakdown calls at no additional cost within the contract period.

6. Maintenance Requirements/ Terms and Conditions:

- 6.1 The Contractor shall maintain the entire FBACS and its related components / equipments in good working order at all times.
- 6.2 The Contractor shall replace all the faulty components without any compromise in service. The Contractor shall maintain adequate quantity of consumable and contingent spare parts in his custody in order to minimize the shutdown time.
- 6.3 During the period of contract, wherever required components shall be replaced with the item of OEM only for reasons of compatibility & characteristics. Replacement of item of other make / other part number is not acceptable. In this regard, the bidder has to furnish authorization from OEM for the supply / replacement of major components. In case the bidder is OEM then self-declaration for the supply / replacement of major components shall be furnished.



- 6.4 The Contractor shall provide Preventive maintenance service reports duly signed jointly by both Contractor and Employer, detailing the overhauling made on each sub system of the FBACS. In case of replacement of defective parts reasons for its failure shall be indicated in the service report.
- 6.5 The spares utilized shall be from the original equipment manufacturer for the supplied equipment.
- 6.6 The Contractor staff shall be provided with Smart phones with data pack and shall keep the phone active for attending to any call, the cost of which shall be borne by the contractor
- 6.7 The Contractor will have to engage a minimum of 03 Nos of well trained staff on site in 2 Shifts of 8 Hours each and 2 Nos of Staff in the Night Shift to ensure proper Maintenance and to attend Breakdown calls round the clock all 7 days a week & 365 days a year inclusive of all holidays & Sundays.

6.8 Tools & Test Equipment:

The contractor shall bring all tools and test equipment which is essential in day to day use in both preventive and breakdown maintenance. The contractor shall maintain tools and test equipments along with its calibration certificate (if any). If the list of tools and test equipments is found insufficient, the same shall be augmented for preventive and breakdown maintenance of all the equipments covered under the contract.

6.9 Performance & Quality Audit:

BMRCCL will perform random and periodic audits to ascertain the quality of maintenance to meet expected levels of KPI. The contractor will be penalized for the non-conformances observed during the audit. The contractor should strive to exceed the expectations of BMRCCL through continual improvements in methods, sequences, processes and practices.

6.10 Penalty for Non-Conducting Of Preventive Maintenance Activity as per Appendix 2:

If the contractor fails to Perform a particular preventive maintenance activity as per time schedule and procedure laid down in the employer's requirement in the tender due to shortage of spares/manpower or any other reason, then a penalty of Rs.1000/- for every period of 48 hrs shall be levied upon the contractor for each such maintenance activity, which shall be in addition to the cost assessed by BMRCCL for cost implications which would come on BMRCCL as a result of non- fulfillment of carrying out the AMC work as per time schedule or procedure laid down

6.11 Penalty for Delay for Attending the Breakdowns/Faults:

If any major equipment is out of order for more than the time specified either due to lack of proper attention or due to non-availability of man power, then BMRCCL shall impose a penalty of Rs 10,000/- for every period of 24 hours for which the equipments is out of service. If a minor equipment remains in fault for more than the time specified, then also a penalty of Rs.1,000/- shall be imposed for every period of 24 hours, for which the equipment is out of service. The decision of BMRCCL is final and binding on the contractor on the imposed penalty.

If the face biometric device or Touchless exit switch malfunctions leading to operation of emergency door release box, penalty of Rs. 5,000/- shall be imposed for every such operation.



6.12 Procedure for Rectification of faults delayed beyond maximum permissible time:

In the event of breakdown of any equipment in which the contractor is not able to rectify the fault within the maximum permissible time as prescribed in Appendix-3, due to any reason and the Employer desires to rectify the faulty system in order to ensure proper function of the system, then the Employer can carry out the rectification of the faulty equipment from the OEM or its authorized dealer. The expenditure incurred against the rectification of the faulty equipment shall be paid either by the contractor directly to the agency deployed by the Employer or Employer will pay the bill to the agency (deployed by the Employer for rectification of the faulty equipment) and recover the same amount from the running bills of the contractor. The decision of the Employer in this regard shall be final and binding on the contractor.

6.13 Service Reports:

As per the BMRCL prescribed format, where in information pertaining to details related to breakdowns/failures, complaints registered by authorized representative of BMRCL to the contractor is elaborated. The above details would also clearly bring on record the failures/breakdowns cases, cause of the failures, corrective action taken for rectification of failure and time taken for closure of the complaint. The above data/record will have to be correctly and properly maintained and produced by the contractor, as the same would enable BMRCL to effectively monitor the AMC work being undertaken by the contractor.

Quarterly summary of the failure report along with the analysis giving details of nature of faults, remedial action taken shall be submitted to the BMRCL in a separate format prescribed by BMRCL

6.14 Procedure for handing over of complete system:

The contractor shall be required to conduct a joint assessment with BMRCL before the start of second last quarter of CAMC (i.e. before the start of 19th quarter of CAMC) for identification of all defects persisting in the system which are covered under CAMC. The contractor shall be required to attend and rectify all such defects (assessed during above joint inspection) before the completion of the contract period of Five Year of CAMC. The system shall be handed over to BMRCL after completion of contract period in working condition after duly verifying the closure of all the defects arising in the system during the period of contract. At the end of the contract period or on termination, all the equipment, hand tools, software or maintenance data or hard copies of maintenance documents or maintenance manuals or any other items belonging to BMRCL shall be handed back in good condition. Any damages as assessed by BMRCL, shall be recovered from the contractor

6.15 Replacement of a System/Body on account of External Damage.

In the event of failure of any equipment requiring complete replacement on account of any external damage, the same shall not be covered under the scope of contract of CAMC. However the contractor shall carry out a detailed inspection of the system and there after submit a technical cum commercial offer for replacement of the equipment. The above submitted offer of the contractor shall be examined by BMRCL in all respects (i.e. technical, financial, commercial etc.) for taking further needful action in this regard.

6.16 Key Performance Indicators (KPI):

Key performance indicator and criteria for evaluation is given below:

- a) Completion of preventive maintenance and checks as per the schedule in Appendix 2 (20%)



- b) Corrective maintenance, Rectify the defects in time by in-house staffs (20%)
- c) Staff Technical Competency: Be Conversant with the Operations & Maintenance of the equipment pertaining to the system and adequate training shall be given for all maintenance staffs.(10%)
- d) Have the plan for the day's work and consolidated weekly plan shall share to system manager. (5%)
- e) Punctuality of staff, on time reporting, Wearing uniform with necessary PPE, safety and protective gear for work. Should be civil and courteous while on duty. Should adhere to the rules / procedures (10%)
- f) Inventory management – Tools, Instruments, etc., Should timely arrange for tools required for the work. (15%)
- g) Report the failures occurring in the equipment under CAMC and coordinate works for rectification. (5%)
- h) Keep and update records like equipment checklist, defects register, maintenance register, etc. (10%)
- i) Should move from one station to another in need of emergency and other requirements for work. Should coordinate with other agencies for any work. (5%)

6.17 Performance Management:

The overall performance grading will be done on a monthly basis in each station. The payment as per the bill raised by the contractor will depend upon the overall score obtained by the contractor in each station. The payment terms shall be as below:-

Monthly Score of 85% and above: 100% payment

Monthly Score of between 80% to <85%: 95% payment.

Monthly Score of between 75% to <80%: 85% payment

Monthly Score of between 60 to <75%:75%

Monthly Score of<60%:60% payment

If the score is consistently below 60% for 3 consecutive months in a period of one year from the date of issue of LOA then the contract will be subjected to termination. However the CAMC Payment will be made on Quarterly Basis.

6.18 Documentation of Maintenance Records

The following minimal records are to be properly maintained in agreed Digital /Hard forms.

- Record of Preventive Maintenance schedule and status.
- Record of Job card, PTW applied/Closed.
- Record of Tools including special tools.
- Record of Corrective Maintenance.
- Record of failures and analysis, updated Failure report.
- Record of faulty items. (Segregated as repairable and non-repairable)

6.19 Deployment of a 5 Seater 4 Wheeler vehicle 24/7 at BMRCL Premises.

A brand new 5 Seater, 4 Wheeler vehicle as approved by BMRCL shall be deployed under this contract for movement of Personnel and materials in case of emergencies throughout the period of the CAMC contract. The vehicle shall be available 24/7 and shall be utilized as per the requirements of BMRCL. The deployment of sufficient number of Drivers for 24/7 operations and the periodic maintenance of the Vehicle as per the Vehicle OEM recommendations is the responsibility of the contractor under this CAMC contract. The necessary documents of periodic vehicle maintenance shall be produced as and when requested by BMRCL.



Appendix-1

List of FBACS Assets (This is a Tentative Quantity List and will vary based on site conditions and with addition of New Stations) .The Items described below is for 68 stations and 04 Depots.

Sl. No.	Description	UoM	Quantity
1	Face Biometric Access Control Device and FBACS Application	Nos	704
2	FBACS Server	Nos	04
3	Electromagnetic Lock	Nos	704
4	Touchless Exit Switch	Nos	704
5	Resettable press to open type Emergency Door release box	Nos	704
6	Access Control cable	mtrs	70400
7	Mounting backbox and plate	Nos	704

Details of Stations and Depot covered under this contract for FBACS:

SI No	Reach	Stations	Depot
1	Line-1	Whitefield to Challaghatta (37 Stations)	Baiyappanahalli depot , whitefield depot, Challaghatta depot (03 depot)
2	Line-2	Madavara to Silk Institute (31 stations)	Peenya depot (01 depot)
	Total	68 stations	04 depots



Appendix-2

Preventive maintenance schedule of IT networking sub-systems

Details of Maintenance Schedules of various IT. Sub-systems		
Sub-system	Period	Details of Maintenance
1. Face Biometric Device 2. Servers 3. FBACS application 4. EM lock, touchless exit switch and Emergency Door release box	Daily, Weekly, Monthly, Half yearly, Yearly .	The Preventive Maintenance List shall be proposed as per the recommendations of OEM's and the approval of BMRCL shall be obtained for finalizing the Preventive Maintenance Schedules



Appendix -3

The Maximum permissible rectification time for FBACS faults is given in below table. This will be reviewed periodically based on requirements

Permissible Fault Rectification Time (Max.)		
S N.	Fault Details	Max. Permitted Time to Rectify the faults
1	Major software failure affecting operations	02 hours
2	Major hardware failure affecting operations	02 hours
3	Major hardware failure NOT affecting operations	04 hours
4	Major software failure NOT affecting operations	04 Hours
5	Major or critical alarms rectification NOT affecting operations	04 Hours



Appendix-4

Man Power Deployment Under this CAMC		
S N.	Shift Details	Total Manpower to be deployed
1	Shift A: 05:00 hrs to 14:00 hrs	03 No's
2	Shift B: 14:00 hrs to 23:00 hrs	03 No's
3	Shift C: 23:00 hrs to 05:00 hrs	02 No's

.....XXXX.....



SECTION 8 – DRAWINGS

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SECTION 9: PROFORMA OF BANK GUARANTEES

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

PROFORMA – B: Form of Bank Guarantee for Performance of Contract



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PROFORMA - A**FORM OF BANK GUARANTEE FOR TENDER SECURITY /
EARNEST MONEY DEPOSIT**

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

1. **WHEREAS** “.....(*Name and Address of the Tenderer*)”
 (hereinafter called the “Tenderer”) has undertaken for submission of Tender in pursuance of Contract
 No. (*work of*) Bangalore Metro Rail Project
 to be specified) (hereinafter called “the Tender”)

2. **AND WHEREAS** it has been stipulated in the concerned Tender notification issued by Bangalore
 metro Rail Corporation Limited (BMRCL) which expression shall unless repugnant to the context or the
 meaning thereof, include its successors, administrators, executors and assignees, herein after called
 the Employer) to the Tenderer that the Tenderer shall furnish to EMPLOYER (BMRCL) with a Bank
 Guarantee as per the conditions of the Tender, from an Indian scheduled Bank (excluding Cooperative
 Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 r/w second schedule
 for, the sum specified herein below as Tender security for compliance of the obligation and
 performance, in accordance with the concerned Tender conditions.

3. **AND WHEREAS** we..... (*the name and full address of the Bank*
including Email address) having registered office at (hereinafter referred to as the issuing
 Bank) which expression shall unless repugnant to the context or the meaning thereof, include its
 successors, administrators, executors and assignees, do hereby agree to give the Contractor such a
 Bank Guarantee, drawn and payable at Bangalore through Bangalore Branch.

4. **NOW therefore**, we hereby affirm that we are the guarantor and responsible to EMPLOYER
 (BMRCL) and their successor, on behalf the Tenderer up to a total sum of INR-
 (*amount of Guarantee to be specified in figure and words*), and we hereby further unconditionally,
 irrevocably and without demur undertake to immediately pay you, upon your first written demand and
 without cavil, or arguments any sum or sums within the limits of Indian
 Rupee..... (*Bank guarantee amount to be specified*) as aforesaid without your
 needing to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current
 A/c. of EMPLOYER (BMRCL), the sums specified therein.

5. This Bank Guarantee is cashable or extendable at our designated Branch in Bengaluru (Bangalore)
 Karnataka, India, as mentioned below:

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

6. “This Bank Guarantee shall be encashed unless renewed by the Contractor at the request of the
 Employer, before the due date”.

7. The Bank is liable to pay the EMPLOYER (BMRCL), any amount upto and inclusive of the



aforementioned full amount upon written order from the EMPLOYER (BMRCL). The Bank will pay the money required by the EMPLOYER (BMRCL) 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.

8. BMRCL shall have full rights to encash this Bank Guarantee at any time during the guarantee period and the Tenderer shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer (BMRCL). The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (BMRCL), without the consent of the Tenderer and without referring the matter to the Tenderer.

9. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction to adjudicate disputes arising out of encashment of the Guarantee, and we, the said Bank, undertake 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 our liability hereunder.

10. This Bank Guarantee will not be discharged due to the change in the constitution of the Tenderer or change in the constitution of the issuing bank

11. This guarantee is executed and issued by Shri who is/are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being.....

12. The Banks liability under this Guarantee shall not exceed the amount of INR..... (to be specified in words and figures).

13. This guarantee shall be valid for (period to be specified) till (Period to be mentioned).

14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

15. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the first occurrence of either of the following events:.

a) Payment by the Bank of the Guaranteed sum in full to the Employer/
BMRCL

or

b) Receipt of written communication from the Employer/BMRCL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR SIGNATURE AND SEAL OF THE GUARANTOR
NAME OF THE BANK NAME OF THE BANK
ADDRESS ADDRESS

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the Bank Guarantee.
2. The Bank Guarantee shall be from an Indian Scheduled bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, preferably drawn on and payable/extendable at a designated branch at Bangalore only.



PROFORMA – B**FORM OF BANK GUARANTEE FOR PERFORMANCE OF CONTRACT**

To
BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
BMRL Metro Rail Depot,
Old Madras Road, Near NGEF Bus Stop,
Baiyappanahalli, Bangalore - 560038
Karnataka, India.

1. **WHEREAS** “.....(*Name and Address of the Contractor*)”
 (hereinafter called the “Contractor”) has undertaken for due performance of Contract, in pursuance of
 Contract No. (*description of the Contract work of Bangalore Metro Rail*
Project to be specified) (hereinafter called “the Contract”)

2. **AND WHEREAS** it has been stipulated in the concerned Contract awarded by Bangalore Metro Rail Corporation Limited (BMRCL) hereinafter called the “Employer” which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor that the Contractor shall furnish to EMPLOYER (BMRCL) with a Bank Guarantee for due performance of Contract from an Indian scheduled Bank (excluding Cooperative Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule for, the sum specified herein below as security for compliance of the obligation and performance of the Contractor, in accordance with the concerned Contract.

3. **AND WHEREAS** we (*the name and full address of the Bank including Email address*) having registered office at (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the EMPLOYER (BMRCL) on behalf of the Contractor such a Bank Guarantee, drawn and payable at Bangalore through our Bangalore Branch.

4. **NOW therefore**, we hereby affirm that we are the guarantor and responsible to EMPLOYER (BMRCL) and their successors, on behalf of the Contractor upto a total sum of INR (*amount of Guarantee to be specified in figure and words*), Further, we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your 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 you being required to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (BMRCL), the sums specified.

5. This Bank Guarantee is encashable or extendable at our designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:

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

6. “This Bank Guarantee shall be encashed unless renewed by the Contractor at the request of the Employer, before the due date”.



7. BMRCL shall have rights to encash this Bank Guarantee at any time during the guarantee 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 (BMRCL), without the consent of the Contractor and without referring the matter to the Contractor.

8. The Bank shall be liable to pay the EMPLOYER (BMRCL), any amount upto and inclusive of the aforementioned full amount upon written order from the EMPLOYER (BMRCL) to indemnify the BMRCL for any liability of damage resulting from any defects and/or shortcomings of the Contractor and/or the debts the Contractor may have incurred, to EMPLOYER(BMRCL) 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 (BMRCL) 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.

9. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of encashment of the Guarantee, and we, the said Bank undertake 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 our liability hereunder.

10. This Bank Guarantee will not be discharged due to the change in the constitution of the Contractor or change in the constitution of the issuing bank.

11. This Deed of guarantee is signed and executed by Shri who is/are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being

12. The Bank's liability under this Guarantee shall not exceed the amount of INR. (to be specified in words and figures)

13. This guarantee shall be valid for till

14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

15. 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/BMRCL
- Or
- b) Issue of written communication by the Employer / BMRCL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee. .

Date

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF THE BANK

ADDRESS

Notes:

- 1 The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the Bank Guarantee.
- 2 The Bank Guarantee shall be from an Indian Scheduled bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, preferably drawn on and payable/extendable at a designated branch at Bangalore only.



SECTION 10: ANNEXURES

ANNEXURE 1 - FORM OF CONTRACT AGREEMENT

ANNEXURE 2 - CHECKLIST

ANNEXURE 3 – DETAILS OF BANK ACCOUNT

ANNEXURE 4 - FORMAT OF DECLARATION TOWARDS DEBARMENT/ BLACKLISTING

ANNEXURE 5 - UNDERTAKING

ANNEXURE 6- FORM FOR SEEKING CLARIFICATION ON TENDER DOCUMENT

**ANNEXURE 7- CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO
PROCUREMENT FROM BIDDERS FROM COUNTRIES SHARING LAND
BORDERS WITH INDIA**

ANNEXURE 8- MANUFACTURERES AUTHORIZATION FORM (MAF) DECLARATION

ANNEXURE 9- MAKE IN INDIA (MII) DECLARATION



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ANNEXURE- 1**FORM OF CONTRACT AGREEMENT****CONTRACT No. BMRCL/O&M/IT/19/2023**

SITC of FBACS at Stations and Depots of Phase-1 and Phase-1 Extn

This Contract Agreement (hereinafter referred to as the "Contract") is made at Bangalore on the day of, 20.... by and between:

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

and

M/s.(Name of the Contractor)....., a(legal status).....Company incorporated under Companies Act 1956, having its office at(Contractor's office address)represented herein by Mr.....
[Name and designation of the representative], authorized to sign and bind the Company under the Power of Attorney datedand the Board Resolution dated.....,who shall be responsible to the Employer under the **Contract No BMRCL/O&M/IT/19/2023 for "SITC of FBACS at Stations and Depots of Phase-1 and Phase-1 Extn"**, hereinafter referred to as the "**CONTRACTOR**" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, on the other part,
Hereinafter, BMRCL/Employer and Contractor are collectively referred to as "Parties" and individually as "party".

WHEREAS, the Employer invited Tenders for Contract No.....vide notification no.....dated.....and the Contractor has in response submitted a Tender for "**SITC of FBACS at Stations and Depots of Phase-1 and Phase-1 Extn**" (hereinafter referred to in this Agreement as "the Works") and agrees to undertake performance of the Works under the terms and conditions set forth in this Contract.

AND WHEREAS, the Contractor emerged as the successful Tenderer and the Employer awarded the Contract to the Contractor and the Contractor agrees for "**SITC of FBACS at Stations and Depots of Phase-1 and Phase-1 Extn**" under the Terms and conditions specified in this Contract Agreement and the other Contract Documents, forming part thereof.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

Clause 1: Words and Expression

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

Clause 2: The Contract Documents

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

- (a) Letter of Acceptance No. dated
- (b) The Tender (Bill of Quantities)
- (c) Instruction to Tenderers/ Bidders



- (d) General Conditions of Contract
 - (e) Special Conditions of Contract
 - (f) Bid Forms/ Tender Forms
 - (g) Technical Specifications including scope of work
 - (h) Drawings-Attached
 - (i) Employer's clarification to Pre-bid Queries and Addendum No.....dated.....
 - (j) Contractor's 'Qualification cum Technical' and Financial proposals submitted vide letter no.....dated.....
 - (k) All correspondence between the Tenderer/ Bidder and BMRCL from the date of issue of NIT and the date of issue of LOA.
 - (l) Performance Security in the form of Bank Guarantee issued by.....(name & address of the issuing bank)....., vide BG No.....dated.....amounting tovalid upto..... and its authenticity confirmed by the bank vide their letter No.....dated.....
 - (m) Any other document forming part of this Contract.
- 2.2 All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, inconsistency, ambiguity or discrepancy between the contents of the Contract, the order of precedence shall be according to the General Conditions of Contract.

Clause 3: Integration

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

Clause 4: Contract Price and Completion Time:

The Contract price shall be inclusive of Labour Cess charges and duties under applicable law but exclusive of CGST and SGST. BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL. Hence as per clause 39 of General Conditions of Contract and respective Special Conditions of Contract) and completion time for executing the works under the Contract is as below:

1.	Total Contract Price	Rs..... (Indian Rupees.....only).
2.	Date of Commencement of Works	Date of issue of Letter of Acceptance (LOA) as per clause 29 of ITT.
3.	Work Completion Period for Supply, Installation, Testing and Commissioning	04 Months from the Date of Signing of the Contract Agreement for individual sections or reaches or stations
4	Duration of the CAMC Contract period	05 Years from the Date of Signing of the CAMC Contract Agreement for individual sections or reaches or stations

Clause 5: Obligations of the Contractor:

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



- a) The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the Works of "**SITC of FBACS at Stations and Depots of Phase-1 and Phase-1 Extn**" under the Contract Concreting, plastering, Flooring, Tiling, painting, carpentry works, Structural glazing works etc requisite *for or* incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract
- b) The Contractor shall ensure full compliance with Tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the Contractor in respect thereof, which may arise.

Clause 6: Obligation of the Employer

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

Clause 7: Governing Law

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

Clause 8: Language

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

Clause 9: Notices

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

To Employer:

Bangalore Metro Rail Corporation Ltd.
III Floor, BMTC Complex,
K.H Road, Shanthinagar,
Bangalore – 560 027,
Karnataka, India

To Contractor:

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

Clause 10: Jurisdiction of Court

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



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

For Bangalore Metro Rail Corporation Limited

The Contractor

Employer

()

(.....)

Proprietor

The Executive Director (O & M)

M/s

WITNESS

WITNESS

()

()

Note:

This Contract Agreement is tentative and may be modified as considered necessary at the time of finalization /signing of the Contract.



ANNEXURE - 2**CHECK LIST**

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

The Tender submittals shall consist of the following:

I. QUALIFICATION CUM TECHNICAL PACKAGE		
a.	Earnest Money Deposit (Clause 14 of ITT)	Submitted / Not Submitted
b.	Form of Tender on firm's Letter head (Clause 10 of ITT)	Submitted / Not Submitted
c.	Notarized Power of Attorney (Clause 15.2 of ITT) / Attested copy of the Partnership deed / Ownership record to demonstrate the authority to sign the Tender submittals.	Submitted / Not Submitted
d.	One set of downloaded untampered Tender documents along with Employer's clarification on queries including addenda (if any) duly signed and stamped on each page (Clause 16.8 of ITT) (Original only)	Submitted / Not Submitted
e.	Proof of payment of Tender Fee/e-Receipt	Submitted / Not Submitted
f.	Evidence of 'Tenderer's Eligibility and Qualification Criteria (Clause 2 & 3 of ITT) and Qualification Information (Section 3) with CA's certifications.	Submitted / Not Submitted
g.	Copy of PAN card	Submitted / Not Submitted
h.	Copy of GST Registration certificate	Submitted / Not Submitted
i.	Bank Details in prescribed Proforma given in Annexure-3 in Section-10 along with a cancelled Cheque leaf (clause 14.11 of ITT)	Submitted / Not Submitted
j.	Undertakings as per prescribed Proforma given in Annexure-4 & Annexure-5 in Section-10 .	Submitted / Not Submitted
k.	Constitution or legal status of Tenderer as per clause 1.1 of Section 3 .	Submitted / Not Submitted
l.	List of works executed and payments received year wise in the last five years as per clause 1.2 of Section 3 duly certified by CA .	Submitted / Not Submitted
m.	Existing commitments and ongoing works as per clause 1.3 (A) of Section 3 .	Submitted / Not Submitted
n.	Works for which Tenders already submitted as per clause 1.3 (B) of Section 3 .	Submitted / Not Submitted
o.	Make in India (MII) declaration and Manufacturers Authorization Form (MAF) declaration as per Annexure-8 and Annexure-9	Submitted / Not Submitted
II. FINANCIAL PACKAGE		
a	Priced Bill of Quantities in the format prescribed in Volume -2 (Clause 10 of ITT)	Submitted / Not Submitted



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ANNEXURE - 3

DETAILS OF BANK ACCOUNT FOR REFUND OF EMD

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

Certified that the information furnished above is correct.

Signature of the Tenderer



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

We, M/s.[Name of the Tenderer]....., herein after called “ the Tenderer”, do hereby affirm and declare that we have NOT been Black listed /Debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects/ Reputed private organizations in India, during the last Five (05) years. Also we have not rescinded the works after award of the contract during the last Five (05) years.

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

Place:

Signature of the Tenderer

Date:

Name

Designation

Seal of the Company

Phone

Note :

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



BMRCL

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ANNEXURE - 5**UNDERTAKING**

We, *M/s..... [Name of the Tenderer].....*, herein after called "*the Tenderer*", do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document while performing the contractual obligations relating to "**SITC of FBACS at Stations and Depots of Phase-1 and Phase-1 Extn**" of BMRCL, Bangalore. We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

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

Place:

Signature of the Tenderer

Date:

Name

Designation

Seal of the Company

Phone

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ANNEXURE – 6**FORM FOR SEEKING CLARIFICATION ON TENDER DOCUMENT**

To,

The Executive Director (O&M)
 Bangalore Metro Rail Corporation Ltd (O&M Wing),
 Admin Building, Baiyappanahalli Depot,
 S V Road,
 Bangalore – 560 038,
 Karnataka, India.

Dear Sir,

Sub:(Name of the Work)

Ref:(Tender No.).

In reference to the above Tender, we need the clarification on the following clauses

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

Name of the Tenderer

Telephone:

Email:

Date:

Signature of the Tenderer



BMRCL

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BMRL

ANNEXURE – 7

CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO PROCUREMENT FROM BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India (Restrictions in regard to procurement from the bidders from countries sharing land borders with India, BMRCL letter dated 24/02/2021) and in this regard I certify that (Please tick either (a) or (b) below as applicable and strike out the option which is not applicable)

(a) I certify that I am not from such a country; or

(b) I am from such a country and have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and eligible to be considered. Evidence of valid registration by the Competent Authority is attached."

.....
Signature and seal of Tenderer



BMRCL

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BMRCL

ANNEXURE - 8**Manufacturers'/Producers' Authorization Form (MAF)**

(This form has to be provided by the OEMs of the hardware and software solution providers as per the format or a similar format capturing the relevant information provided below. This letter of authority should be on the letterhead of the Original Equipment Manufacturer (OEM) and should be signed by a person competent and having the power of attorney to bind the manufacturer.)

To,
The Executive Director (O&M)
Bangalore Metro Rail Corporation Ltd (O&M Wing),
Admin Building, Baiyappanahalli Depot,
S V Road,
Bangalore – 560 038,

Subject: Manufacturer's Authorization Form Ref: Tender No. BMRCL/O&M/IT/19/2023, Dated 23/01/2024

Dear Sir,

We M/s. _____ (Name of the OEM) who are established and reputable manufacturers of (List of Goods/Services as per the BOQ) having factories or product development centres at the locations or as per list attached, do hereby authorize M/s. _____ (Name and address of the Bidder) to bid, negotiate and conclude the contract with you against Tender No. BMRCL/O&M/IT/19/2023, Dated 23-01-2024 for the above goods manufactured or services provided by us.

We hereby extend, our warranty for the hardware goods supplied by the bidder and or maintenance or support services for software products against this invitation for bid by (Name of the Bidder) as per requirements and for the duration of contract as specified in this Tender.

Further, we declare that we meet the following criteria (as applicable) detailed below:

- Products or technology quoted are neither end-of-sale nor end-of-life as on the Date of installation and commissioning and are not end-of-support till the successful completion of the CAMC Contract period of this Tender or for a period of 10 Years whichever is later.
- We have not have been blacklisted / barred by any State / Central Government Department or Central / State PSUs in last 5 years.
- We have not filed for bankruptcy and are profitable for at least last 5 consecutive financial years.
- We have quality standard certifications viz. ISO 9001 or ISO 14001 or ISO 27001, or ISO 20000 as applicable, as on date of Tender release.
- We have a registered office in India and have been directly present for last ___ years, from date of Tender publication. We also have a development centre in India.
- We have an installed base of at least 100% of the quantities proposed in the BoQ for the quoted product or technology globally (including India).

Thanking you,

Yours faithfully,

(Signature)

For & on behalf of M/s. _____ (Name of OEM)

Name :

Designation :

Place :

Date :



BMRCL

ANNEXURE - 9**MAKE IN INDIA (MII) DECLARATION:**

The Bidder or the OEM bidding for the Tender No BMRCL/O&M/IT/19/2023, Dated 23/01/2024 shall provide the Make In India Declaration on the Bidder's Letter Head as per the Table given below. The Percentage of Local content declaration shall be in accordance with the Order No. P-45021/2/2017-PP (BE II) dated 16.09.2020 of Department for Promotion of Industry and Internal Trade under the Ministry of Commerce and Industry, Government of India.

Make In India - Content Declaration				
Sl. No.	Description	Make & Model	Local Content Percentage	Class-I Local Supplier or Class-II Local Supplier or Non Local Supplier.
1	Face Biometric Access Control Device and FBACS Application			
2	Electromagnetic Lock			
3	Touchless Exit Switch			
4	Resettable press to open type Emergency Door release box			
5	Access Control cable			
6	Mounting backbox and plate			

.....
Signature and seal of Tenderer



BANGALORE METRO RAIL CORPORATION LIMITED



Driving Bangalore Ahead

TENDER DOCUMENT

**SITC of FBACS at Stations and Depots of Phase-1 and Phase-1
Extn**

TENDER NO. BMRCL/O&M/IT/19/2023

Volume 2

FINANCIAL PACKAGE

JAN 2024

Bangalore Metro Rail Corporation Ltd.
BMRCL Metro Rail Depot, , Old
Madras Road, Near NGEF Bus
Stop Baiyappanahalli, Bangalore -
560038 Karnataka, India



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PRICED BILL OF QUANTITIES

Pricing Schedule A:

Name of work: "Supply, Installation, Testing and Commissioning (SITC) of FBACS at Stations and Depots of Phase-1 and Phase-1 Extn":

Sl. No.	Description	UoM	Quantity	Unit Price	Total Price
1	Face Biometric Access Control Device and FBACS Application	Nos	704		
2	FBACS Server	Nos	04		
3	Electromagnetic Lock	Nos	704		
4	Touchless Exit Switch	Nos	704		
5	Resettable press to open type Emergency Door release box	Nos	704		
6	Access Control cable	mtrs	70400		
7	Mounting backbox and plate	Nos	704		
8	System Installation, programming and Commissioning	Nos	704		
Total:					



Pricing Schedule B:

Name of work:- Comprehensive Annual Maintenance Contract (CAMC)of the FBACS at Stations and Depots of Phase-1 and Phase-1 Extn.

Sl. No.	Description	UoM	Quantity	Total CAMC cost per year in INR applicable for a period of Five(05) years
1	CAMC of FBACS devices and related active & passive equipments/cables at Stations and Depots of Phase-1 and Phase-1 Extn	Nos	704	
2	CAMC of FBACS Server	Nos	04	
Total CAMC cost per year in INR applicable for a period of Five(05) years				



FINANCIAL BID PROPOSAL SHEET		
Particulars	In Figures	In Words
Total Quoted Price for Schedule-A (a)	Rs.....	Rupees only
Total Quoted Price for Schedule-B (b)	Rs.....	Rupees only
Total Quoted Tender Price =[(a) + (b)] (Total Quoted Price for Schedule-A + Total Quoted Price for Schedule-B)	Rs.	Rupees only

The Tender Total comprises:

Indian Rupees: (in figures)

.....(in words)

Note:

1. The Tenderer shall quote the unit price and Total price accurately under Schedule A above
2. The Tenderer shall quote the CAMC cost per year applicable for a period of Five (05) years accurately under Schedule B above. CAMC is extendable to 10 Years without any price escalations as per the rates quoted above if agreed by both BMRCL and Contractor.
3. The Tenderer shall quote the 'financial bid proposal sheet' accurately as indicated above in both Figures and Words
4. The quoted price shall be inclusive of all applicable Taxes and excluding GST and shall remain valid for a period of 5 Years from date of acceptance of the BOQ Items..
5. **Income Tax deduction:** As per the prevailing rate shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.
6. Unit rates and prices shall be quoted by the Bidder in Indian Rupees Only.
7. Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.
8. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern.
9. Where there is a discrepancy between the Total Quoted Tender price of schedule A & B and quoted Total Tender Price in Financial Bid Proposal Sheet, the lowest of the two shall



govern as Total Quoted Tender Price for this Tender. If the lowest figure is obtained from the Total Quoted Tender Price of Financial Bid Proposal Sheet, contractor should submit revised Breakup Price List.

10. The Contract Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Bid Price.
11. The Contractor shall be entirely responsible for license fees and any other incidentals incurred until completion of the whole of the Works and handover to the Employer.
12. The Contractor shall maintain complete records of duties, other taxes and levies, etc; payable to various authorities in relation to the Works and submit the receipts/ records for verification as and when demanded in writing by the Employer.
13. Any increase in GST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the "extension of time". However, this shall not be applicable for "variations".
14. **UNPRICED ITEMS:** Items against which no rate or sum is entered by the Bidder, whether quantities are stated or not, such bids shall be summarily rejected.

SIGNATURE OF THE BIDDER

--- xxx ---

