

**ಬೆಂಗಳೂರು ಸಂಯೋಜಿತ ರೈಲು ಮೂಲಸೌಲಭ್ಯ  
ಅಭಿವೃದ್ಧಿ ಉದ್ಯಮ ನಿಯಮಿತ (ಬಿ-ರೈಡ್)**

**BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT  
ENTERPRISE LIMITED (Bi-RIDE)**

**Bi-RIDE**

**Tender Number: Bi-RIDE/BSRP/C2/LOGH-YPR/US/2025 DATE: 04.10.2025**

**TENDER DOCUMENT**

**NAME OF WORK:**

**"Shifting of Electrical Utilities infringing proposed BSRP Corridor -2 (Section - 3) of Bengaluru Suburban Rail Project between Lottegollahalli (LOGH) - Yeshwanthpur (Yard) of Chikkabanavara to Benniganahalli Section".**

**Through e-procurement Portal (CPP Portal) only**

**BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT  
ENTERPRISE LIMITED (Bi-RIDE)**

**Samparka Soudha,**

**1<sup>st</sup> Floor, Dr. Rajkumar Road,**

**Opposite Orion Mall,**

**Rajajinagar 1<sup>st</sup> Block, Bengaluru-560010**

**Email: [gmprocurement@Bi-RIDE.in](mailto:gmprocurement@Bi-RIDE.in)**

bi-RIDE

# TENDER DOCUMENT

Through e-procurement Portal (CPP Portal) only

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### SCHEDULE OF BIDDING PROCESS:

S.N.	EVENT DESCRIPTION	DATE
1	Tender no:	<b>Bi-RIDE/BSRP/C2/LOGH-YPR/US/2025</b>
2	Tender document can be downloaded from	<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> .
3	Period of sale of tender document	As per CPP Portal
4	Last date for sale of tender document	As per CPP Portal
5	Last date for receiving queries	As per CPP Portal notified in e- procurement Submission in e-procurement portal / email to <a href="mailto:gmprocurement@kride.in">gmprocurement@kride.in</a> only.
6	Cost of the tender documents	INR 25,000/- (inclusive of 18% GST) Non-Refundable (Payment of tender document cost/ tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The details of bank account of employer are mentioned in succeeding para. The Tenderers are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time of online transaction of payment) failing which payment may not be considered at the time of online bid submission. (Copy of GST registration no. to be provided along with Tender document cost, if applicable)
7	Pre-bid meeting at venue	As per CPP Portal
8	Authority response to queries latest by	As per CPP Portal
8	Last date and time for submission of bids online	As per CPP Portal
9	Date and time of opening of cover one of tender (technical bid)	As per CPP Portal
10	Place of opening of cover one of tenders (technical bid)	The opening of the Technical Bid shall take place at Bi-RIDE office, Bangalore.
11	Place of opening of cover two of tenders (financial bid)	The opening of the Financial Bid shall take place at Bi-RIDE office, Bangalore.
12	Date and time of opening of cover two of tenders (financial bid)	Will be intimated to the all Tenderers through e-Procurement Portal and email in advance.
13	Address for communication	<b>GM/Procurement &amp; Contracts</b> #8, 1 <sup>st</sup> Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Rajajinagar 1 <sup>st</sup> Block, Bengaluru mail: <a href="mailto:gmprocurement@kride.in">gmprocurement@kride.in</a>

# **SECTION - 1**

## **INVITATION FOR TENDERS (IFT)**

**Bi- RIDE [BENGALURU INTEGRATED RAIL  
INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED**

**INVITATION FOR TENDERS (IFT)  
(Through e-tendering mode)**

Tender Notice No. **Bi-RIDE/BSRP/C2/LOGH-YPR/US/2025**

**Date: 04.10.2025**

THE BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED (Bi-RIDE) a SPV by K-RIDE having its registered office at #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010, India invites Bids from eligible Bids, for works as tabulated the under Single stage: Packet system (Technical Bid and Financial Bid in separate packets).

NAME OF WORK	Earnest Money Deposit (in Rs.)	Amount Put To Tender (in Rs.)	Period of Completion
<b>“Shifting of Electrical Utilities infringing proposed BSRP Corridor -2 (Section - 3) of Bengaluru Suburban Rail Project between Lottegollahalli (LOGH) – Yeshwanthpur (Yard) of Chikkabanavara to Benniganahalli Section”</b>	<b>₹ 12,34,400</b>  <b>Refer ITT clause 13.</b>	<b>₹ 12,34,38,807</b> <b>(Excluding GST)</b>	<b>12 Months</b>

**NOTES:**

1. The Selected Bidder (Contractor) shall be responsible for Shifting of Electrical works mentioned under and in accordance with the provisions of Shifting of Electrical Utilities infringing proposed for Electrical shifting works agreement to be entered into between the Selected Bidder and the Authority (Bi-RIDE).
2. The Project, including the scope of the works, services and obligations are mentioned in Employer's Requirement, Conditions of Contract (GCC, PCC, and Contract Data) and all other related documents in the Bid Document.
3. The tenderers are advised to examine the Project in greater detail, and to carry out, at their cost, all such studies and analysis as may be required for submitting their respective Bids for award of the contract.
4. Pre-Bid meeting: A Pre- Bid meeting will be held on as notified in e-procurement portal in the office of Bi-RIDE, Bengaluru to understand / discuss the issues / queries with regard to the Bid Document, if any, as stated in Clause – 8.2 of ITT of the Tender document. The queries may be answered subsequently, based on their merits. However, the queries shall be sent to Bi-RIDE by bidders on or before as notified in e-procurement portal through E-mail ([gmprocurement@kride.in](mailto:gmprocurement@kride.in) ).

The tender or his authorized representative is invited to attend a pre-bid meeting which will take place at the office of Bi-RIDE Bengaluru and or @ VC as per the date and time specified in the e-procurement portal. If the tenderer is willing to attend Pre- Bid meeting online then the tenderer

is requested to communicate via [email- gmprocurement@kride.in](mailto:gmprocurement@kride.in) at least 02 days prior to date of pre bid meeting so that link can be communicated to the tenderers.

The tenderers are advised to submit a copy of the queries in soft copy (word/excel) also in the following format only.

S. N	Reference section	Reference clause	Queries

**Bidders shall keep checking the websites for any change in the above dates and times.**

5. The Bidders shall submit the tender through e - procurement portal. The Bidders shall submit scanned copies of their registration certificate, work done certificates and any other documents online. More information can be had from the website <https://etenders.gov.in/eprocure/app>.
6. Manual bids will not be accepted. The Tenderers are advised to note the minimum qualification criteria specified in Clause No.2 & 3 of the ITT, Section 2.
7. Tenders must be accompanied by a Bid Security as per ITT 13 in the form mentioned in Section IV: Forms of Tender - in any one of the forms as specified. The Bid Security shall have to be valid for 45 days beyond the validity of the tender, specified in the tender documents.  
**Any tenders received without Bid security will be summarily rejected.**
8. Tender Documents can be downloaded from CPP Portal i.e., <https://etenders.gov.in/eprocure/app> from CPP Portal and the tenders must be submitted online in CPP portal only.
9. On the schedule date of opening of Tenders, initially, only the Technical Bids will be opened online in the Portal in the presence of representatives of Bidders who choose to attend (physical or by VC) on the date & time as mentioned in the tender document in the office of the GM/Procurement & contracts. The Technical Bids will be evaluated by Bi-RIDE in accordance with the stipulated Qualification and Evaluation criteria. No amendments or changes to the Bids would be permitted after the opening of Bids.
10. Financial Bids of Bidders, qualified in the Technical Evaluation, will be opened on the date and at the time advised by Bi-RIDE through e-tendering portal in presence of Bidders as mentioned above. The Financial Bids are evaluated, and the Contract is awarded to the Bidder, whose tender has been determined to be the lowest evaluated substantially responsive tender.
11. It will be the responsibility of the Bidders, who are submitting their tender based on the tender documents downloaded by them on a particular date, to check for any Addendum/Corrigendum issued in this regard after the date of their downloading, from the relevant website from time to time and to ensure submission of their bids along with all Addenda/Corrigenda. Bids submitted without all Addenda/Corrigenda will be treated as incomplete.
12. Bi-RIDE will not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender document, including any error or mistake therein or in any information or data given in this bid document.
13. Conditional Tenders will not be accepted and will be summarily rejected.
14. Instructions to online bid submission refer **Annexure-A** below.
15. Bi-RIDE will not be responsible for any delay by the bidder in accessing Procurement Portal.
16. Building and other construction workers welfare: The Bidder shall subscribe 1% of gross BSRP/LOGH -YPR YARD/US/C-2(SEC3)

amount of each bill payable to him in respect of contract to the building and other construction worker's welfare cess as per GO No: LD 300 LET 2006, Bengaluru, dated: 18-01-2007 (as and when emended). The amount of subscription will be recovered out of payable amount to him in each bill. This component is deemed to have been included in the quoted rate.

17. Bi-RIDE will not be responsible for any delays in the receipt of tenders by Bi-RIDE. Late Tenders (received after stipulated date and time of submission of Tenders) will not be accepted under any circumstances. Bi-RIDE reserves the right to accept/reject any or all the proposals without assigning any reason thereof.
18. Bi-RIDE reserves the right to either postpone or to cancel the entire process of the tender.

**GM/Procurement**

**BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT  
ENTERPRISE LIMITED (Bi-RIDE),**

#8, 1<sup>st</sup> Floor, Samparka Soudha, Dr. Rajkumar Road,  
Opposite Orion Mall,

Rajajinagar 1<sup>st</sup> Block, Bengaluru-560010

**E-mail:** [gmprocurement@kride.in](mailto:gmprocurement@kride.in)



### Instructions for Online Bid Submission

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

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

### REGISTRATION

- 1) Tenderers are required to enrol on the e-Procurement module of the Central Public Procurement Portal (**URL:** <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online tenderer Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Tenderers will be required to choose a unique username and assign a password for their accounts.
- 3) Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage with their profile. Digital Signature Certificate (DSC) must be obtained from any Certifying Authority empanelled with the Controller of Certifying Authority of India (e.g. Sify / nCode / eMudhra etc.), details of which are available on e-procurement portal under the link “Information about DSC”. Issuance of Digital Signature Certificate may take at least seven to ten business days, which may extend up to twenty-one business days in case of foreign applicants. Procedure for obtaining Digital Signature Certificate (DSC) by foreign applicants is available on e-procurement portal under the link “Downloads”. Tenderers are advised to plan their time accordingly and the Employer shall bear no responsibility for accepting tenders which are delayed due to non-issuance or delay in issuance of such Digital Signature Certificates.
- 5) Only one valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Tenderer then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- 7) The Tenderers may report to the Employer by emailing to [gmprocurement@kride.in](mailto:gmprocurement@kride.in) if they have problem with in obtaining Digital Signature Certificate or in case of any restrictions related to debarment on the portal
- 8) Instructions for entering complaint/suggestion: The grievances or suggestions can be entered from the Home Page of the Central Public Procurement Portal (<https://eprocure.gov.in/cppp>).
- 9) For further information and any assistance in this regard Tenderers are advised to contact e-procurement helpdesk by either:
  - a. emailing to [support-eproc@nic.in](mailto:support-eproc@nic.in)
  - b. phoning (0120-4200 462, 0120-4001 002/5, 0120-6277787

International Tenderers are requested to prefix +91 as country code

## SEARCHING FOR TENDER DOCUMENTS

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

## PREPARATION OF BIDS

- 1) Tenderer should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Tenderer, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats.
- 4) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. **Tenderer has to ensure that size of each file should not exceed 40 MB before uploading.**
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Tenderers. Tenderers can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## SUBMISSION OF BIDS

- 1) Tenderer should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Tenderer will be responsible for any delay due to other issues.
- 2) The Tenderer has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Tenderer has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

- 4) Tenderer should upload the scanned copy of Tender Security as per the instructions specified in the tender document. Otherwise the uploaded bid will be rejected.
- 5) Tenderers are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the tenderers. Tenderers are required to download the BOQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Tenderer, the bid will be rejected.
- 6) The server time (which is displayed on the tenderers' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the tenderers, opening of bids etc. The tenderers should follow this time during bid submission.
- 7) All the documents being submitted by the tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 11) The Tenderer whosoever is submitting the tender by his digital signature certificate shall invariably upload the scan copy of the authority letter with the tender submission.

#### **ASSISTANCE TO TENDERERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 3) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

Tel: The 24 x 7 Help Desk Number 0120-4200 462, 0120-4001 002/5, 0120-6277 787.

E-Mail: support-eproc@nic.in

International tenderers are requested to prefix +91 as country code.

# **SECTION – 2**

## **INSTRUCTIONS TO TENDERERS (ITT)**

**TABLE OF CLAUSES**

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2.	ELIGIBLE TENDERERS	
3.	QUALIFICATION OF THE TENDERER	
4.	ONE TENDER PER TENDERER	
5.	COST OF TENDERING	
6.	SITE VISIT	
	<b>B. TENDER DOCUMENTS</b>	
7.	CONTENT OF TENDER DOCUMENTS	
8.	CLARIFICATION OF TENDER DOCUMENT	
9.	AMENDMENT OF TENDER DOCUMENTS	
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10.	DOCUMENTS COMPRISING THE TENDER	
11.	TENDER PRICES	
12.	TENDER VALIDITY	
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14.	FORMAT AND SIGNING OF TENDER	
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15.	SEALING AND MARKING OF TENDERS	
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19.	OPENING OF TECHNICAL BID OF ALL TENDERS AND EVALUATION TO DETERMINE QUALIFIED TENDERERS	
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21.	PROCESS TO BE CONFIDENTIAL	
22.	CLARIFICATION OF TENDERS	
23.	EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS	
24.	CORRECTION OF ERRORS	
25.	EVALUATION AND COMPARISON OF TENDERS	

SR. NO	DESCRIPTION	PAGE Nos.
	<b>F. AWARD OF CONTRACT</b>	
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29.	PERFORMANCE SECURITY	
30.	ADVANCE PAYMENT AND SECURITY	
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33.	APPEAL	
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35.	JURISDICTION OF COURTS	
36.	STAMP DUTIES AND CHARGES	

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## **SECTION – 2 – INSTRUCTIONS TO TENDERERS**

### **A. General**

#### **1. Scope of Tender:**

- 1.1 The BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED (Bi-RIDE), a Joint Venture of Government of Karnataka and Ministry of Railways, with its corporate office at # 8, 1<sup>st</sup> Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1<sup>st</sup> Block, Bengaluru -560010, India, invites tenders from eligible tenderers, for the works detailed in the invitation for the Tenders (IFT).

#### **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.

#### **2.2 JOINT VENTURES:**

Tendering by a joint venture of Contractors is permissible subject to following conditions:

If the Applicant comprises a number of firms combining their resources in a joint venture, the legal entity constituting the joint venture and the individual partners in the joint venture shall be registered after award of work and shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of Karnataka, Govt of India, and PSUs.

- a. The joint venture must collectively satisfy the Qualification criteria. For this purpose, the following data of each member of the joint venture may be added together to meet the collective qualifying criteria:
  - i. Average annual turnover (sub clause 3.2a)
  - ii. Particular experience including key production rates (Sub clause 3.2b & c)
  - iii. Financial means (sub clause 3.3b: Liquid Assets, 3.6: Assessed Available Tender Capacity & the audited balance sheets or other financial statements acceptable to the Employer, for the specified five financial years shall be submitted and they must demonstrate the current soundness of the Tenderer's financial position and prospective long-term profitability.
  - iv. Personnel capabilities (sub clause 3.3c: List of minimum key staff/position required during the contract implementation)
  - v. Equipment capabilities (sub clause 3.3a: own/lease equipment)
- b. Each partner must satisfy the following criteria individually:
  - i. General construction experience for the period of years stated in tender document (Instructions to tenderers): The intending tenderer/firm/company/joint venture shall provide evidence that it has been actively engaged in the similar work as specified in sub clause 3.2 b, for at least for a period of five years and the period ending last day of the month previous to the month of bid submission (From FY: 20-21 to FY: 24-25).
  - ii. Adequate sources to meet financial commitments on the other contracts (Sub clause 3.5: Accessed Available Tender Capacity).
  - iii. Financial Soundness (Instructions to Tenderers: The intending tenderer/firm/company shall provide the audited balance sheets or other financial statements acceptable to the Employer for the period mentioned in Para (i) above and must demonstrate the current soundness of the Tenderer's financial position

and indicate prospective long-term profitability. If deemed necessary, the Employer shall have the authority to make enquiries with the Tenderer's bankers).

- iv. **Litigation History** (Instructions to Tenderers: The intending tenderer/firm/company/ joint venture shall provide accurate information on the related application form about any litigation or Arbitration resulting from contracts completed or on going under its execution over the period mentioned in Para (i) above. Any history of awards against the tenderer or any partner of a joint venture or failure to provide accurate information then the acceptance/ rejection is at sole discretion of the Employer. Bidders having litigation with Bi-RIDE are not eligible to participate in this tender.
- v. In accordance with the above, the bid shall include all related information required for individual partners in the joint venture.
- c. **Joint venture is restricted to 3 (three) number of partners.** One of the partners, who is responsible for performing a key function in contract management or is executing a major component of the proposed contract, shall be nominated as being in charge/lead number during the tendering periods and, in the event of a successful tender, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- d. All partners of the joint venture shall be legally liable, jointly, and severally, during the tendering process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 2.2(d) above. **To enable the above, each of the partners of the joint venture shall meet not less than 25% of the qualifying criteria specified for Average annual turnover, net-worth and Line of credit / liquid assets. All members of the joint venture must have experience in execution of similar nature of work.**
- e. A copy of the Joint Venture Agreement (JVA) entered into by the partners shall be submitted with the bid. Pursuant to Sub-Clauses 2.2(c) to 2.2(f), the JVA shall include among other things: the JV's objectives; the proposed management structure; the contribution of each partner to the joint venture operations; the commitment of the partners to joint and several liability for due performance; recourse/sanctions within the JV in the event of default or withdrawal of any partner; and arrangements for providing the required indemnities. If found so all these bids shall be treated as ineligible.

The lead partner shall enter into a Joint Venture agreement on a Rs 200.00 stamp paper in the prescribed format which shall be concluded prior to tender and enclosed to the Tender document. A JV Partner shall not enter in to multiple JVs with different tenderers for the same work.
- f. The qualification of a joint venture does not necessarily qualify any of its partners to tender individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture prior to the submission of tenders, any of the constituent firms may qualify if they meet all of the qualification requirements, subject to the written approval of the Employer. Individual members of a dissolved joint venture may participate as sub-contractor to qualified applicants, subject to the provisions mentioned below:
  - i. "No firm can be a sub-contractor while submitting a tender individually or as a partner of a joint venture in the same tendering process. A firm, if acting in the



capacity of sub-contractor in any tender, may participate in more than one tender, but only in that capacity. A tenderer who submits, or participates in, more than one tender will cause all the proposals in which the tenderer has participated, to be disqualified.”

- ii. A firm shall submit only one tender in the same tendering process, either individually as a tenderer or as partner of Joint Venture.
- iii. The necessary certificates/documents in support of pre-qualification criteria fulfilled as stipulated shall be scanned and attached to the bid document. Scanned signature of the tenderer/authorized representatives of the tenderer shall be attached while uploading the tender document.
- iv. Any tenderer, who is otherwise technically qualified, withdraws from the tender process at any stage before a final decision is taken on the tender, the EMD of such tenderer shall be forfeited and the name of such tenderer shall be removed from the category list of contractors at least for a minimum period of one year in Bi-RIDE beside making such tenderer liable for being blacklisted.
- v. Prior to awarding of the work, the Lowest (L-1) tenderer should produce the original documents in support of the uploaded documents to enter in to the agreement. If the lowest tenderer (L-1) does not produce the original documents for entering into the agreement, then his tender can be treated as non-responsive tender as per clause 26(4) of the KTPP Rules. The name of the tenderers who do not produce the original documents shall be debarred from participation in any of the future tenders to be invited by Bi-RIDE a part from forfeiting the EMD paid.
- vi. The bidder, JV Partner shall not be under Corporate Debt Restructuring (CDR)/ Strategic Debt Restructuring (SDR) or Bureau of Industrial & financial reconstruction (BIFR) in last Five years to bid submission date. In this regard, the bidder shall submit along with bid, a certificate with a declaration that, the bidder is not under CDR/SDR or BIFR.
- vii. Further information about e-tendering can be had from Central Public Procurement Portal <https://etenders.gov.in/eprocure/appp>

**General Requirements:**

- 2.3 The intending Tenderer/firm/company should possess a valid class-1 Electrical Contractor License issued by Electrical Inspectorate of Government (GOK).
- 2.4 The Tenderer should not have been blacklisted/debarred by any Government/Government undertaking/semi Government/Govt. Controlled Institutions/projects in India, during last five (5) years. Also the Tenderer should have rescinded the works after award of the Contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Form-13 of Section-4.
- 2.5 Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the “Competent Authority”, as defined in ITT clause 32.
- 2.6 Tenderers having a conflict of interest will be disqualified. The conflict of interest is detailed below.

A tenderer or any of its constituents shall not have conflict of interest. All tenderers found to have a conflict of interest shall be disqualified. A tenderer may be considered to be in conflict of interest with one or more parties in this Tendering process, if including but not limited to:

- a) they have controlling shareholders in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of this Tender; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another tenderer, or
- e) any firm, either individually submits more than one offer irrespective of whether the firm is quoting against this Tender.
- f) a tenderer who is Sub-contractor to another tenderer will be treated as having conflict of interest. However, this does not limit the inclusion of the same sub-contractor in more than one Tender.
- g) a tenderer participated as a consultant in the preparation of the design or specifications of the contract that is the subject of the Tender; or

A tenderer was affiliated for any period(s) during last two years before the date of issue of Invitation for Tenders with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

## **2.7 Multiple Contracts: Not Applicable**

### **3. Qualification of the Tenderer:**

**3.1 All Tenderers / Bidders shall provide the requested information accurately and in sufficient detail in Section-3: Qualification Information. The Joint Venture shall have to be formed prior to the Bidding. Pre-qualification** will be based on tenderers meeting all the following minimum pass-fail criteria regarding their general and particular construction experience, financial position, personnel and equipment capabilities, and other relevant information as demonstrated by the Tenderer's responses in the Information Forms attached to the Letter of Technical Bid, Additional requirements for Joint Venture are given in Para 2.2 and shall upload all the documents/credentials meeting the Qualifying Requirements as below:

### **3.2 To qualify for award of this contract, Tenderer in its name should have the following:**

**3.2a) Required average annual turnover (In all classes of Contractual works only):** The intending tenderer/firm/ company/Joint Venture should have achieved a **AVERAGE ANNUAL CONSTRUCTION TURNOVER CONSTRUCTION TURNOVER of ₹18.52 Crores in any two financial years of last Five Financial Years i.e., from 2020-21 to 2024-25 (both inclusive).**

#### **Note:**

- i. *Updated to the FY in which the tenders are invited. Financial Turnover of previous years shall be given a weight of 10% per year to bring them to the price level of FY 2025-2026.*
- ii. *Audited Financial statements i.e. Balance sheets, P&L statements, Turnover certificates duly certified by chartered Accountant as documentary evidence shall be uploaded.*
- iii. *Bidders shall furnish Certificate from Chartered Accountants for split details of financial Turnover and GST in the prescribed format*

### **3.2 b) Qualifying Requirements (Technical)**

- I)** The Tenderer/Firm/company/JV should have satisfactorily completed at least one similar work \* of value not less than value of **₹6.17 Crore** at current FY: 2025-26 price level in the last five financial years. (FY 2020-21 to FY 2024-25) and till the last day of the month previous to the month of bid submission.

**Note:**

1. The criteria above apply to the Individual tenderer/Firm/JV/company also. Certificate regarding the same duly signed by an officer not below the rank of the Executive Engineer shall be submitted along with the Technical Bid. (The certificate from Project Manager of Client / Concessionaire OR Independent Engineer (Project Management Consultant of Client/Concessionaire) duly validated by the Employer / SPV / Corporation can also be considered).
2. **Similar Work** is defined as below:  
  
For para 3.2 b (i) Execution of **“Similar Work”** \* for this contract shall mean the work of Construction of *“Supply, Erection/Laying, testing and commissioning of HT Underground cables for 11K.V or above with RMU/DTC.”*
3. The contract is considered as substantially completed if 80% or more of the work is physically completed which is to be substantiated by a certificate from the Employer, who has awarded the contract to the Bidder and the contract amount so received should be equal to or more than the minimum value as per eligibility criteria **3.2 (b)**. The certificate from Project Manager of Client/Concessionaire considered as substantially completed if 80% or more of the work is physically completed which is OR Independent Engineer (Project Management Consultant of Client/Concessionaire) duly validated by the Employer / SPV / Corporation shall also be considered.
4. For completed works, the value of work done shall be updated to current FY 2025--26 price level assuming 10% inflation for Indian rupees every year or part thereof up to the month previous to the Bid submission month. The value of work done shall be inclusive of all taxes (Excluding GST), duties and Price Variations. Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: Bids will be compared in Indian Rupees only. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. For conversion of foreign currency to Indian Rupee exchange rates published by Reserve Bank of India 28 (twenty-eight) days before the date of bid submission will be considered. In case the particular day happens to be a holiday the exchange rate published on the next working day will be considered. In case of works in foreign currency the effect of inflation is considered as included, as the exchange rate prevailing 28 (twenty-eight) days before tender submission is being considered for conversion to Indian Rupees.
5. In case of JV, full value of the work, if done by the same JV shall be considered. However, if qualifying work (s) done by them in JV having different constituents, then the value of work as per their percentage participation in such JV shall be considered.

**3.2 C) The intending tenderer / firm/ company /Joint Venture should have executed the Following** components (mentioned below) in any one similar work within last five financial years (FY 2020-21 to FY 2024-25) and till the last day of the month previous to the month of bid submission:

Component No.	Nature of Work	Minimum Component of work
1	Should have erected, installed, tested & commissioned the 11 K.V underground cable.	1 KM
2	Should have erected, installed, tested & commissioned the any 11KV RMU's	1 No

3	Should have erected, installed, tested & commissioned the 11KV or above Distribution Transformer of any rating	1 No
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**NOTE:**

1. The criteria above apply to the Individual tenderer / Firm / company/Joint venture, Certificate regarding the same duly signed by an officer not below the rank of the Executive Engineer should be submitted along with the technical Tender. The certificate from Project Manager of Client / Concessionaire OR Independent Engineer (Project Management Consultant of Client / Concessionaire) duly validated by the Employer / SPV / Corporation shall also be considered.

2. **DELETED**

3. **DELETED**

**3.3 Each Tenderer should further demonstrate:**

**3.3 a) KEY PLANT AND EQUIPMENT: Key Plant & Equipment can be deployed on own basis or Lease/Hire basis.**

The intending tenderer / firm / company /Joint venture should furnish details of ownership / lease certificates of the following minimum requirement of machineries:

The bidder must furnish an undertaking with the details of the Key Equipment's to be deployed either owned/ to be made available on Hire/ Lease for this works as listed below and Appendix-05 of section 7A.

**PLANT AND EQUIPMENT**

**(I) KEY AND CRITICAL EQUIPMENTS**

Sl. no	Item Description	Unit	Qty
1	Welding Machine	No's	1
2	Electric Hand Driller	No's	3
3	Digital Multi meter	No's	2
4	Insulation Megger	No's	2
5	Digital Earth Tester	No's	2
6	Ladder	No's	4
7	Concrete Mixer Machine	No's	1
8	Hand Tool Kit	No	1
9	Crimping Tool	Each	1

- (II)** Other Plant and equipment to be deployed the tenderer has to furnish the details of Own basis or Lease/Hire basis for the following equipment or Bidder shall submit the **undertaking for deployment of KEY PLANT AND EQUIPMENT** during the bid submission. After award of the work, the bidder shall submit all the required documents for approval of the Employer.

Sl. no	Item Description	Unit	Quantity
1	Tractor	No's	1
2	Crane	No's	1

**Notes:**

- a. The above equipment is the minimum requirement and the contractor shall mobilize additional resources as and when required, based on the work requirements without any additional cost to the Employer.
- b. The materials, equipment and services to be supplied under the Contract shall be from the approved Sources as specified in Section 7A: Works Requirements and Price Schedule Section-9.
- c. The contractor will be penalized as deemed fit by the Employer, in case of any shortage.

**3.3 b) LIQUID ASSETS:** The tenderer / firm / company / Joint Venture should furnish details of liquid assets and or availability of **credit facilities of ₹4.39 Crore for the work** mentioned above for meeting the required funds in the form of own funds/credit lines/certificate from scheduled/ Nationalized Bank. The tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, startup, or other delays in payment, of the minimum estimated amount stated above, net of the applicant's commitments for other contracts.

The Bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow. The audited balance sheet and/or banking reference certified by Statutory Auditor with their stamp, signature and membership number shall be submitted by the tenderer along with the Tender.

Banking reference should contain in clear terms the amount that bank will be in position to lend for this work to the applicant/member of the joint venture. In case the Net Current Assets (as seen from the balance sheet) are negative, only the banking references will be considered. Otherwise, the aggregate of Net Current Assets and submitted banking references will be considered for working out the Liquidity.

The banking reference should be, from a scheduled Bank in India it should not be more than three months old as on date of submission of Bids.

In case of JV firm's overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV as specified in JV matrix.

**3.3 c) LIST OF MINIMUM KEY TECHNICAL PERSONNEL:** List of Minimum Key Technical personnel required for the work are as under and should be enrolled in company / firm under Employment register and document should be uploaded. The Contractor shall have a competent team of Managers, Engineers, Technical staff etc. so as to complete the work satisfactorily as per various requirements of the contract. The Key Positions not limited to (and in addition to other manpower requirement as given in the Tender document) and corresponding qualification and experience are as per specified in Appendix-4, Employer requirements of Section-7A.

**Notes:**

- i) The CVs to be given for Serial No. 1 to 2 as per Form-11 of section-4 and for Serial No. 1 to 3 the details of required Personnel's/Staff to be given as per Form-10 of section-4 (Forms of Tender).

- ii) The above manpower deployment is the minimum, and the contractor shall mobilize additional resources as and when required based on the work requirement with our any additional cost to the Employer. **OR**
- iii) Bidders shall submit the undertaking for deployment of MINIMUM KEY TECHNICVAL PERSONNEL, during the bid submission. After award of the work, the bidder shall submit all the required documents for approval of the Employer.

**3.4** To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

**3.5** Sub-contractors' experience and resources will not be taken into account in determining the Tenderer's compliance with the Qualifying Criteria.

**3.6 Bid CAPACITY:**

Eligible tenderers will be Qualification Criteria will only be qualified, if their **available tender capacity is more than the tendered value**. The available tender capacity will be calculated as under:

**Assessed available tender capacity = (A\*N\*1.5 - B) Where,**

A = Maximum value of works executed in any one year during the last five financial years updated to the current price level @10% per year .

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

B = Value of existing commitments and on-going works to be completed during the period of completion of the work for which tenders are invited .

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 Employer in charge, **not below the rank of an Executive Engineer or equivalent**.

**Note:**

Enclose Certificate(s) from Engineer(s) In charge (not below the rank of Executive Engineer) for value of outstanding work. In case it is not feasible to furnish certificate from all the units the bidder should record the following certificate Form 7 of Section-4: Forms of Tender:

*"Certified that current commitments on all the contracts have been awarded or for which a letter of intent or acceptance has been received or for the works in progress or the works approaching completion, value of outstanding work has been indicated in the above table correctly. It is further certified that if later on the employer discovers that information provided in the table is incorrect then the employer will treat our bid invalid and it will be liable for rejection".*

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 Employer in charge, not below the rank of an Executive Engineer or equivalent.

**3.7 NETWORTH:**

The Bidder's net worth for the last Financial Year calculated as the difference between **total** assets and **total** liabilities **should be Positive**.

The Bidder's net worth for the last five Financial Year calculated as the difference between **current** assets and **current** liabilities **should be Positive**.

**3.8 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:**

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- 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
- participated in the previous Tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification

**3.9 ELIGIBILITY CRITERIA TABLE / MATRIX:**

**Pursuant ITT Clause 3, The Employer shall assess bidder against the following qualification criteria**

Requirement	Single Entity	Joint Venture			Submission Requirements
		Lead Partner	Other Partners	All partners combined	
Clause: 3.2(a) MINIMUM AVERAGE ANNUAL CONSTRUCTION TURNOVER of Rs 18.52 Crores	Must meet 100% of the requirement	Must meet 50% of the requirement	Must meet 25% of the requirement	Must meet 100% of the requirement	Form-6/Section 4
Clause: 3.2 (b) One Similar work with value not less than Rs 9.87 Crores.	Must meet 100% of the requirement	NA	NA	Must meet 100% of the requirement	Form at para 1.3/Section:3
Clause: 3.2 (c) minimum component of the work to be done	Must meet 100% of the requirement	All Partners Combined Must Meet 100% requirement			Form at para 1.4/Section:3
Clause 3.3a (I)&(II) Key and Critical Equipment's	Must meet the requirement	All Partners Combined Must Meet 100% requirement			Form at para 1.6/Section:3
Clause: 3.3(b) LIQUID ASSETS: The tenderer / firm / company / Joint Venture should furnish details of liquid assets and or availability of credit facilities of Rs 4.39 Crores for the work mentioned above for meeting the required funds in the form of own funds/credit lines/certificate from scheduled Nationalized Bank	Must meet 100% of the requirement	Must meet 50% of the requirement	Must meet 25% of the requirement	Must meet 100% of the requirement	Form at para 1.10/Section:3

Clause: 3.3(c) Minimum Key Technical Staff	Must meet 100% of the requirement	All Partners Combined Must Meet 100% requirement			Form at para 1.8/Section:3 Form 9 & 10 of Section:4
Clause: 3.6 BID CAPACITY:	Must meet 100% of the requirement	Must meet 50% of the requirement	Must meet 25% of the requirement	Must meet 100% of the requirement	Form at para 1.5/Section:3 and Form 7/Section:4
Clause: 3.7 NETWORTH: The Bidder's net worth for the last Financial Year calculated as the difference between total assets and total liabilities should be Positive.	Must meet the requirement	Must meet the requirement	Must meet the requirement	Must meet the requirement	Form 5/Section:4

**3.10** The applicant must attach with their application, a note giving a general description on the approach to the construction methods, technologies, quality assurance schemes proposed, deployment schedule of equipment proposed to be used, etc., for ensuring completion of the work as per specifications within the desired time-frame.

#### **4. ONE TENDER PER TENDERER:**

**4.1** Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor) will cause all the proposals with the Tenderer's participation to be disqualified for that particular package.

#### **5. COST OF TENDERING:**

**5.1** The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will under no circumstances, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **6. SITE VISIT:**

**6.1** 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.

### **B. TENDER DOCUMENTS**

#### **7. CONTENT OF TENDER DOCUMENTS**

**7.1** The set of tender documents shall have all the Sections given in content page.

**7.2** A Prospective Bidder is expected to examine all Instructions, Forms, Terms and Specifications in the Bid Documents and fully inform himself as to all the Conditions and matters, which may in any way, affect the Scope of Work or the Cost there of. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

#### **8. CLARIFICATION OF TENDER DOCUMENTS**

**8.1** A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing through an email as indicated in the invitation to tender. The Employer



will respond to any request for clarification which he receives earlier than the date mentioned in the e-procurement CPP portal for queries. Copies of the Employer's response will be uploaded on CPP portal and Bi-RIDE website.

- 8.1.1 The Employer shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.

The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Employer shall be deemed to be a part of the Bidding Documents. Verbal clarifications and information given by the Employer, or its employees or representatives shall not in any way or manner be binding on the Employer.

## 8.2 **Pre-Bid meeting:**

- 8.2.1 The tenderer or his authorized representative is invited to attend a pre-bid meeting which will take place at the office of Bi-RIDE Bengaluru and or @ VC as per the date and time specified in the CPP portal.

If the tenderer is willing to attend Pre- Bid meeting online then the tenderer is requested to communicate via [email- gmprocurement@Bi-RIDE.in](mailto:gmprocurement@Bi-RIDE.in) at least 02 days prior to date of pre bid meeting so that link can be communicated to the tenderers.

### **Venue:**

#8, 1<sup>st</sup> Floor, Samparka Soudha, Dr. Rajkumar Road,  
Opposite Orion Mall, Rajajinagar 1<sup>st</sup> Block  
Bengaluru-560010  
Date and Time: As per KPP Portal

**Prospective bidders shall keep checking the website of Central Public procurement Portal for any change in the above date/time.**

- 8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2.3 The tenderer is requested to submit any questions in writing through an email to reach the Employer not later than the date and time 2 days before the meeting.
- 8.2.4 Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-bid meeting will be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-Bid meeting.
- 8.2.5 Attending Pre-Bid meeting is not mandatory for the tenderers. Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of any tenderer.
- 8.3 The Pre-Bid meeting may also be attended through video conferencing (VC). Those tenderers who wish to join the meeting through Video Conferencing shall send a request email on the email id (i.e., [gmprocurement@kride.in](mailto:gmprocurement@kride.in)) till 2 working days before the scheduled date of pre-bid meeting up to 15:00 hours IST. A link for Video Conferencing will be sent by Bi-RIDE to such tenderers only. Any request for VC received after the given date and time for sending the link for VC will not be entertained.

Please note that the request received from the tenderers (With details of the Company, its address, and the name and designation of the person attending the VC) will only be entertained. They should also mention the email id through which VC is desired to be joined. Bi-RIDE may allow a maximum of two email Ids for one company to participate in the VC.

Only one person will be allowed through one Email ID. The tenderers can join the VC through the link provided to them on Email ID.

During the pre-bid meeting, the prospective tenderers may clarify/explain their queries submitted by them earlier (before the time limit as mentioned in CPP portal). The clarifications/answers may not be given in the pre-bid meeting itself. The responses of Bi-RIDE will be intimated to the tenderers (who sought the clarification) in due course, depending upon the merits of the query. BI-RIDE reserves the right not to respond to any question/query or to provide any clarification, in its sole discretion, without assigning any reason thereof.

## **9. AMENDMENT OF TENDER DOCUMENTS**

- 9.1** 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 issuing addendum/corrigendum.
- 9.2** Such corrigendum / addendum will be uploaded in the e-procurement portal. It will be the responsibility of the Tenderer to frequently check the e-Procurement portal for any Addenda/Corrigenda or any updates issued from time to time and ensure submission of Tender accordingly.
- 9.3** Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderer should acknowledge receipt of such addenda and list them in the Tender submittals.
- 9.4** The Tenderer is not permitted to make any alteration/modifications to the Tender conditions. No modifications to the specifications, items descriptions, etc., will be entertained.

To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of Tenders, in accordance with Sub-Clause 16.2 below.

## **C. PREPARATION OF TENDERS**

### **10. DOCUMENTS COMPRISING THE TENDER**

- 10.1** The Bidders shall submit the Technical BID & Financial Bid online through e-procurement portal (<https://etenders.gov.in/eprocure/app>). Only comprising of the following documents along with supporting documents as appropriate.

#### **10.1.1 Qualification cum Technical Bid:**

- a. Earnest Money Deposit (EMD)/Tender Security (in accordance with ITT clause 13 of Section-2).
- b. Qualification Information Form and Documents (in accordance with Section 3 & 2).
- c. The Form of Tender (in the format indicated in Section-4 and Technical Data Requirements sheets etc. provided in the Bidding Documents).

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

#### **10.1.2 Financial Package**

- i. The Tenderer shall fill in and complete the Bill of Quantities (Financial Bid-Section 9) online through (<https://etenders.gov.in/eprocure/app>) Portal only and **no hard**

**copy of commercials should be attached or disclosed elsewhere** (As per Central Public Procurement Portal).

10.1.3 Original Documents (Hard Copy)

The Tenderer is required to submit the following in Original (Hard Copy) within the time and place mentioned in ITT.

- i) Tender Security/Earnest Money Deposit (EMD), as per clause 13,
- ii) Notarized Power of Attorney and Board Resolution (As applicable) as per ITT Clause 14.
- iii) Letter of Technical Bid (LTB).

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

**11. TENDER PRICES**

- 11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the Price Schedule submitted by the tenderer.
- 11.2 The tenderer shall fill the Lump sum amount **(both in figures and words)** for schedule of the Works described in the Price Schedule along with total tender price (both in figures and words). Schedules for which no amount or lump sum price is entered by the tenderer will not be paid by the Employer when executed and shall be deemed to be covered in the Priced schedule. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 11.3 All duties, taxes (excluding GST) and other levies payable by the contractor under the contract, or for any other cause, shall be included in the Price schedule, prices and total Tender Price submitted by the tenderer.
- 11.4 The amount quoted by the tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

**12. TENDER VALIDITY**

- 12.1 Tenders shall remain valid for a period not less than **180 (One hundred eighty) days** after the deadline date for tender submission specified in Clause 16 of ITT. A tender valid for a shorter period will be rejected by the Employer as non-responsive.
- 12.2 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 cable. A tenderer may refuse the request without forfeiting his Bid Security (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 Clause 13 of ITT in all respects.

**13. EARNEST MONEY DEPOSIT (Bid Security)**

In this tender, a tender security/ EMD of **INR Rs. 12,34,400/- (Rupees Twelve Lakhs Thirty-Four Thousand Four Hundred only)** shall have to be paid.

The instrument type for payment of tender security/ EMD shall be Demand Draft, Bank Guarantee, RTGS & NEFT. No other mode of payment will be accepted.

- (i) Payment of tender Security is to be made by Demand Draft, Bank Guarantee, RTGS & NEFT. The details of bank account of Bi-RIDE are mentioned in succeeding para. The bidders are required to upload scanned copies of transaction of payment of tender security including e-receipt (clearly indicating UTR No. & tender reference must be entered in the

remarks at the time of online transaction of payment) in online bid submission, failing which payment may not be considered. (Copy of GST registration no. to be provided along with Tender security/EMD).

(ii) Payment of tender security is to be made by Demand Draft, Bank Guarantee, RTGS & NEFT. BG/Demand Draft shall be submitted in original in a sealed envelope in the office of GM/Procurement & Contracts within due date and time of submission end date of tender.

- (a) Validity of Tender Security/EMD in case of BG shall remain valid for a period of 45 days beyond the final bid validity period.
- (b) Bid security shall be in form of unconditional guarantee issued by any Nationalized or Scheduled Commercial Bank (Except Co-Operative Bank) of Indian origin or Scheduled commercial foreign bank having business office in India. The Bid Security Bank Guarantee shall be as per Form in Section-IV: Bidding Forms.
- (c) A scanned copy of this BG is to be uploaded online and the Bidder should ensure physical submission of the original bank guarantee at the office of Bi-RIDE at address specified in Bidding Documents, after the last date of online Tender submission and before the opening of Technical bid.
- (d) If the Bidder fails to submit the scanned copy at the aforesaid (c. above) online and fails to submit the original bank guarantee (c. above) at the Bi-RIDE office, his bid shall not be considered for opening/evaluation & shall be rejected outright
- (e) **Bankers Detail of Employer (Bi-RIDE) for issuance of Bank Guarantee as Bid Security as per Structured Finance Messaging System (SFMS).**

Beneficiary:

BENGALURU INTEGRATED RAIL INFRASTRUCTURE  
DEVELOPMENT ENTERPRISE LIMITED (Bi-RIDE)

Name: Canara Bank

Branch: Prime Corporate Branch

Account No. 9921201002074

IFSC Code: CNRB0002636

**Note: -**

Bidders are requested **not to** deposit any cash in the above account towards Bid Security. This account is only for **issuance of Bank Guarantee through Bidder's Bank in Electronic format (SFMS).**

- (f) The EMD / Bid Security received in the form of Bank Guarantee shall be scrutinized in accordance with the Format provided in Section-IV of Bid Document and its authenticity shall also be verified from the issuing bank.
- (g) Further, the Tender Security in Original form along with a copy of "MT760COV (in case of Bank Guarantee message) / MT767COV (in case of Bank Guarantee amendment message) Report" sent by the BG issuing Bank Sealed in an envelope shall be submitted.
- (h) Any material or cognizable changes in format of Bid Security Bank Guarantee (Provided in Section-IV), which leads to affect the interest of Bi-RIDE adversely, shall not be accepted. In such case Bi-RIDE reserves the right to reject the EMD/Bid Security & disqualify the bid.

**The cash component of Bid Security (if any) shall be paid through the provision made on E-Tender portal itself via RTGS/ NEFT.**

#### 14. **FORMAT AND SIGNING OF TENDER**

The tenderer shall submit the Tender electronically before the submission date and time published in Central Public Procurement Portal. The tenderer must submit Technical and Financial Tender as described in ITT.

All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender. 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.

Language of Tender	The language of the Tender: English
Technical Tender	Alternative technical solutions are not permitted.
Technical Tender Documents	All the Forms of Section 3 & 4: Qualification Information & Bidding Forms.
Alternative Bids/Tenders	Alternative Bids are not permitted.
Currencies of Tender and Payment	The amount shall be quoted by the Tenderer entirely in Indian Rupees (INR). For Evaluation and comparison purposes, the currencies of the Tender shall be converted into Indian Rupees.
Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the Person signing the Tender	<p>The written confirmation of authorization to sign on behalf of the tenderer shall consist of:</p> <ul style="list-style-type: none"><li>a) In case of Private/Public Companies, a POA from the Director of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution shall also be submitted.</li><li>b) In case of proprietorship tenderers, Power of Attorney by the Proprietors.</li><li>c) In case of partnership tenderers, Power of Attorney duly signed by all the partners.</li><li>d) In case of Limited Liability Partnership (LLP), a POA from the Director of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution shall also be submitted.</li><li>e) In case of Joint Venture, Power of Attorney duly signed by individual partners to the Lead partner as per the form given in Section-4 with stipulated documents.</li></ul>

The Bid shall be signed by person who is duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the Form-3 of Section 4, and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If either the Letter of Technical Bid or Letter of Price Bid or Bid-Security Declaration (if applicable) is not signed, the Bid

shall be rejected. All pages of the bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.

- I. If the Tender is submitted by proprietary firm, it shall be signed by the proprietor above his full name, full name of his firm with his current address.
- II. If the Tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the Tender; Alternatively, it shall be signed by all the partners.
- III. If the Tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the Tender.
- IV. If a Tender is submitted by a Joint Venture, each firm in the Joint Venture shall furnish the evidence admissible in law /Power of Attorney to sign the Form of Tender and Lead member as stated in JV Agreement shall sign the Tender documents for submission of Tender.
- V. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

The Tender, as well as all correspondence and documents relating to the Tender exchanged by the tenderer and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in English in which case, for purposes of interpretation of the Tender, such translation shall govern.

#### **D. SUBMISSION OF TENDERS**

##### **15. SEALING AND MARKING OF TENDERS**

- 15.1 All the Tender proposals shall be digitally signed along with the other Qualifying documents and shall be submitted Electronically through Central Public Procurement Portal on or before the last date and time for Tender submission as published therein.
- 15.2 Tenderer, in advance, should get ready the Proposal documents to be submitted as indicated in the Tender document/schedule in PDF Formats. The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the Tender document.
- 15.3 The tenderer should log in to the Portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the last date & time for Tender submission.
- 15.4 Tenderer will be solely responsible for uploading the Tender submittals in e-Procurement portal. Bi-RIDE will not be held responsible for consequential damages/losses/delay due to lack/Interruption of power supply & Internet, low speed of internet, System problems, loss of electronic information/data etc.,
- 15.5 The server time (which is displayed on the dashboard) will be considered as the standard time referring the deadline for submission of the proposal by the Tenderers, opening of proposals etc., The Tenderers should follow this time during proposal submission.
- 15.6 The necessary certificates/documents in support of fulfilling the Eligibility criteria and Technical requirements shall be scanned and attached to e-Procurement portal.

15.7 Original documents to be submitted in hardcopy:

The Tenderer shall seal submit the original documents listed in ITT clause 10.1.3 in original (hardcopy) at Bi-RIDE office after the last date of online Tender submission and before the opening of Technical bid. Only the Tender submitted online and the hard copies will be considered for evaluation. The hardcopies should carry/accompany copy of acknowledgement for Employer/e-Procurement Portal.

The envelope shall bear the following identification.

Tender No.:-----

ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE

BI-RIDE Office Address for submission of hardcopy:

General Manager/Procurement,  
Bengaluru Integrated Rail Infrastructure Development  
Enterprise Limited (Bi-RIDE)  
#8, 1<sup>st</sup> Floor, Samparka Soudha, Dr. Rajkumar Road,  
Opposite Orion Mall, Rajajinagar 1<sup>st</sup> Block  
Bengaluru-560010

The Tenderer can submit the hard copies by Speed Post or in person at the above address till 3.00 pm on all working days in case, that day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

- 15.8 All Tenders shall be submitted without any deviations, alteration or modification, together with requisite Tender security/EMD.
- 15.9 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.

**16. DEADLINE FOR SUBMISSION OF THE TENDERS**

- 16.1 Tenders must be submitted online through Central Public Procurement Portal to the Employer on or before the date and time specified in the e-Procurement Portal and in time submission of tender is the responsibility of the tenderer. Original Documents (Hard copy) ad listed under ITT 10.1.3 shall be submitted in the place, date & time as specified in ITT clause 15.6.
- 16.2 The Employer may, at their discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with ITT clause 9, in which case all rights and obligations of the Employer and the Tenders previously subject to the original deadline will thereafter be subjected to the deadline as extended.

**17. LATE TENDERS**

**17.1 DELETED**

- 17.2 In online e-procurement portal, the tenderer shall not be able to submit the Tender after the last date and time for Tender submission as the icon for the task in the e- Procurement Portal will be disabled. Hardcopies received by the BI-RIDE after the opening of the Technical bid as mentioned in ITT clause 15.6 will be rejected
- 17.3 It shall be the responsibility of the tenderers to ensure that their tender is submitted in the e-Procurement portal within the last date and time specified for the receipt of the tenders.

**18. MODIFICATION AND WITHDRAWAL OF TENDERS**

- 18.1 Tenderer may modify and correct or upload any relevant document in the portal till tender submission date and time, as published in e-Procurement Portal.
- 18.2 **DELETED**
- 18.3 No Tender may be modified after the deadline for submission of Tenders.
- 18.4 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 Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.
- 18.5 **DELETED**

**E. TENDER OPENING AND EVALUATION**

**19 OPENING OF TECHNICAL BID OF ALL TENDERS AND EVALUATION TO DETERMINE QUALIFIED TENDERERS:**

- 19.1 The Employer will open the Technical Bid of all the Tenders received (except those received late or withdrawn), including modifications for Technical Bid made pursuant to Clause 18, in the presence of the tenderers or their representatives who choose to attend as per Central Public Procurement Portal on the date and the place specified in Clause 16. 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.
- 19.2 **DELETED**
- 19.3 The name of the tenderer, 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 opening.
- 19.4 The Employer will prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.
- 19.5 **DELETED.**
- 19.6 The Employer will evaluate to ascertain the Technical Responsiveness of the Bid for the complete Scope of the Proposal, as covered under these Specifications and Documents 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 13 and
  - (c) meets the minimum qualification criteria stipulated in ITT Clause 2 & 3 of Section 2 & Qualification Information of Section 3. The Employer will draw out a list of qualified tenderers after deliberations by a committee constituted for this purpose.

**Tender Opening**

- i. The Employer shall conduct the opening of Technical Tender through Central Public Procurement Portal i.e., <https://etenders.gov.in/eprocure/ap> on the date and at the time mentioned.
- ii. At the end of the evaluation of the Technical Tenders, the Employer will intimate the tenderers who have submitted substantially responsive technical proposals and who have been determined as being qualified for award to attend the opening of the price Proposals. The date



and time, of the opening of Price Tenders will be advised through email. The tenderers shall be given reasonable notice for the opening of Price Tenders.

**20 OPENING OF FINANCIAL BID OF QUALIFIED TENDERERS AND EVALUATION:**

- 20.1 The Employer will inform all the Qualified tenderers the time, date and venue fixed for the opening of the Financial Bid containing the priced Tenders published in e- Procurement Portal i.e., <https://etenders.gov.in/eprocure/app>. The Employer will open the Financial Bid of qualified tenderers 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 financial Tender opening being declared a holiday for the Employer, the Second Cover (Financial Bid) will be opened at the appointed time and location on the next working day *Tenders through e-Procurement Portal i.e., <https://etenders.gov.in/eprocure/app>*.

**NOTE:** Price Bids of Techno commercially Non - Responsive Bidders will not be opened.

**20.2 DELETED.**

- 20.3 The names of tenderers, the Tender prices, the total amount of each Tender, any discounts/rebate, 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
- 20.4 The Employer will prepare minutes of the Financial Bid Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

**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 TENDERS.**

- 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 Lump sum Price. The request for clarification and the response shall be in writing through 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 Clause 24 of ITT.

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.

- 22.2 Subject to 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.
- 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 Prior to the detailed evaluation of Tenders, the Employer will determine whether each tender;
- (a) has been properly signed; and

(b) is substantially responsive to the requirements of the Tender documents.

- 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 amount in figures and in words, the lower of the two will govern. and
  - b) Where there is a discrepancy between the unit rate/Lump sum amount/ Percentage and the line item total resulting from multiplying the unit rater by the quantity, the unit rate/percentage as quoted will govern,
- 24.2 The Item rates / Lump sum amount and/or /Percentage (above/below/at par) indicated in the Financial Package shall be final and no adjustment/corrections to the Tender prices shall be made on any account. The Employer, will evaluate and compare the Financial Packages of all Tenders as stipulated under ITT clause 25.
- 24.3 Nonconformities, Errors, and Omissions
- i. Provided that a Tender is substantially responsive, the Employer may waive any non-conformity in the Tender that do not constitute a material deviation, reservation or omission.
  - ii. Provided that a Tender is substantially responsive, the Employer may request the tenderer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the tenderer to comply with the request may result in the rejection of its Tender.

## **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 Clause 23.
- 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 in accordance with Sub Clause 18.5
- 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 estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation.
- 25.5 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 analyses for any or all items of Priced Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 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.

## **F. AWARD OF CONTRACT**

### **26 AWARD CRITERIA**

- 26.1 Subject to ITT Clause 27, 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 Clause 3 of ITT
- 26.2 Award Criteria
- i. The Employer will award the contract to the tenderer, whose tender is substantially responsive to the Tendering Document, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily and whose offer has been determined to be the lowest evaluated subject to ITT below. In case of more than one Tenders are evaluated to be lowest, the contract will be awarded to the tenderer with higher average annual construction turnover (calculated as total certified payments received for contracts in progress or completed) in equivalent INR within the last two financial years.
  - ii. The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section-3: Qualification Information and Bidding Forms are still being met by the tenderer whose offer has been determined to be the lowest evaluated Tender. A Tender shall be rejected if the qualification criteria as specified in Section-3 & 4: Qualification Information and Bidding Forms are no longer met by the tenderer whose offer has been determined to be the lowest evaluated Tender. In this event the Employer shall proceed to the next lowest evaluated Tender to make a similar reassessment of that Tenderer's capabilities to perform satisfactorily.

### **27 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**

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

### **28 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

BSRP/LOGH -YPR YARD/US/C-2(SEC3)

- 28.1 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 email 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").
- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.
- 28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 28 days of receipt of Letter of Acceptance (LOA), The successful Tenderer will sign the Agreement and deliver it to the Employer.
- 28.4 Upon the furnishing by the Security Deposit by the Successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge the Earnest Money Deposit, pursuant to ITT Clause 13.
- 28.5 Unless until a formal Agreement is prepared and executed, the Tender together with a Letter of Acceptance shall constitute a binding Contract between both the Parties.
- 28.6 The cost of stamp duties and similar charges imposed by law shall be borne by the Contractor.

## **29 PERFORMANCE SECURITY**

- 29.1 Within 21 days of receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to **3% of the Contract price plus additional security for unbalanced tenders** in accordance with Conditions of Contract.
- a) Banker's /E-Bank Guarantee/Demand draft/Pay Order/ BG in favour of Bi-RIDE, Bangalore
  - b) A bank guarantee in the form given in Section 10.
- 29.2 If the Performance Security deposit is provided by the successful tenderer in the form of Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank of India.
- 29.3 DELETED
- 29.4 Failure of the successful tenderer to comply with the requirements of sub-clause 29.1 and clause 29 of additional ITT shall constitute sufficient grounds for cancellation of the tender award and forfeiture of the Earnest Money Deposit.
- 29.5 The successful tenderers shall have to submit a Performance Guarantee (PG) Within Twenty-One (21) days from the date of issue of Letter of Acceptance (LOA). If the contractor fails to submit the requisite PG within 21 days from the date of issue of LOA, the contract is liable to be terminated subject to decision of employer. In case contract is terminated, BI-RIDE will be entitled to forfeit the Tender security and other dues payable against to the contract. In case the tenderer has not submitted by security on the strength of their registration as a start-up recognized by the Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed contractor shall be debarred from participating in re-tender for that work.

Failure of the successful tenderer to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security or execution of the Tender-Securing Declaration.

The above provision shall also not apply to the furnishing of a Domestic Preference Security, if so required.

**30 ADVANCE PAYMENT AND SECURITY:**

**DELETED**

**31 CORRUPT OR FRAUDULENT PRACTICES**

- 31.1 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Bi-RIDE/Govt. and includes collusive practice among the tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Bi-RIDE of the benefits of free and open competition;”.
- 31.2 BI-RIDE requires that the tenderers/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BI-RIDE:
- a) 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;
  - b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bi-RIDE contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bi-RIDE contract.

**32 PURCHASE PREFERENCE TO MAKE IN INDIA:**

- I. The provisions of revised 'Public Procurement (Preference to Make in India) Order 2019' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. K-14011/09/2014/MRTS-Coord dated 28.11.2019 or as per latest guideline/ amendment, shall be applicable to the tendering process and award of the contract shall be done accordingly. A certificate in regard to Minimum Local Content duly Certified by a Practicing Cost Accountant or a Practicing Chartered Accountant is necessarily to be enclosed with the bid documents.
- II. BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA in connection with the Para Govt. of India, vide its OM dated 23/07/2020 has inserted Rule 144(xi) to General Financial rules 2017 or as per latest guideline/ amendment according there is mandatory for bidder from a country which shares a land border with India, to have been registered with the Registration Committee, in the manner as stated therein, that shall be followed by such bidder

**33 APPEAL:** The tenderer shall submit online appeal within 30 days period from the date of receipt of order to the Employer through the Central Public Procurement Portal. The Employer may after giving opportunity to the parties pass such order as it deems fit and such order shall be final.

An appeal under shall lie:

- 1) (a) to the Head of the Department concerned if the order is passed by the Tender accepting authority subordinate to the Head of the Department:

(b) To the Government if the order is passed by a tender accepting authority which is Head of the Department, or a local authority or a State Government Undertaking or a Board, Body Corporation or any other authority owned or controlled by the Government.

- 2) The aggrieved tenderer shall submit online appeal within specified period to the Appellate Authority specified in tender schedule through the Central Public Procurement Portal.

**34 LITIGATION HISTORY:** (Please see Form 1.12, Section 3 of Qualification Information)

- b) The tenderer/tenderers should provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the five years as on date of submission of this tender.
- c) If the litigation started by the tenderer without recourse to measures of Dispute Resolution and Arbitration as provided in the Contract or the litigation in respect of challenge of award of Arbitration by the tenderer, will be treated as Litigation case indulged by the tenderer for this Para of Litigation History. Any history of awards against the tenderer or any partner of a joint venture or failure to provide accurate information then the acceptance/ rejection is at sole discretion of the Employer. Bidders having litigation with BI-RIDE are not eligible to participate in this tender.

**Note:** The tenderers including each of the partners of a Joint Venture should provide information on any history of litigation or Arbitration resulting from contracts executed in the 5 years as on date of submission of this tender. A separate sheet should be used for each partner of a Joint Venture.

**35 Jurisdiction of Courts**

The Tendering process shall be governed by and construed in accordance with the laws of India and the Courts as indicated in Tender Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the Tendering process. The Jurisdiction of Courts is Bengaluru, Karnataka

**36 Stamp duties and charges**

The contractor has to bear the stamp duties and charges for agreements/registration as per Karnataka stamp Act.

- 37** Along with above all orders/amendments at the time of publishing of this tender issued by Govt. of Karnataka pertaining to KW4 & KW6 contract shall be applicable.

**1. ADDITIONAL INSTRUCTIONS TO TENDERERS (THIS SHOULD BE READ IN CONTINUATION OF ITT)**

ITT Clause Ref.	Description
2.2	<p><b>The following paras are added:</b></p> <p>Wherever the word JV is mentioned, it should be read as JV/Consortium.</p> <p>For any purpose herein, 'Joint Venture' means an ad hoc association of firms that pool their resources and skills to undertake a large or complex contract in the role of "Contractor," with all firms (partners in the JV) being legally liable, jointly, and severally, for the execution of the Contract in the event of a partner's withdrawal.</p> <p>A Tenderer may be a natural person, private entity, government-owned entity, or any combination of them with a format intent to enter into an agreement or under an existing agreement in the form of a Joint venture. The Tenderer must ensure the following.</p> <p>(a) In case of Single Entity:</p> <p>(i) Submit Power of Attorney authorizing the signatory of the Tender to commit the Tenderer.</p> <p>(b) In case of Joint Venture:</p> <p>(i) The number of partners in the JV shall not be more than three.</p> <p>(ii) At the time of bidding, the tenderer (JV) submits the JV Agreement, as per the form given in Section 3: Qualification and Information/Bidding Forms. On the issue of LOA, the JV Agreement should be registered and shall be submitted along with the performance security.</p> <p>(iii) The JV shall nominate a Representative through Power of Attorney (Form given in Section 3) who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution.</p> <p>(iv) Submit Power of Attorney by individual partners to lead partners as per the form given in Section 4.</p> <p>(v) In case a Joint Venture is the successful Tenderer, the appropriate Joint Venture Agreement for execution of work should be entered by the Joint Venture partners. The duly signed Joint Venture Agreement should be submitted along with the tender submission.</p> <p>(vi) Performance Guarantee as per Clause 29, shall be submitted by Lead Partner only in case of Joint Venture.</p> <p>(vii) The lead member as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the Joint Venture and the entire execution of the contract.</p> <p>(viii) All members of the Joint Venture shall be Jointly and severally responsible for the execution of the Contract.</p> <p>(ix) Change in constitution or percentage participation of JV shall not be permitted at any stage after submission of Tenders.</p> <p>Only firms that are registered or incorporated in India are eligible to compete. Any Tenderer from a country which shares a land with India will be eligible to Tender in this tender only if the Tenderer is registered with the Competent Authority.</p>

- (d) "Tenderer from a country which share a land border with India" for the purpose of this Order means: -
1. An entity incorporated, established or registered in such a country; or
  2. A subsidiary of an entity incorporated, established or registered in such a country; or
  3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  4. An entity whose beneficial owner is situated in such a country; or
  5. An Indian (or other) agent of such an entity; or
  6. A natural person who is a citizen of such a country; or,
  7. A Joint Venture where any member of the Joint Venture falls under any of the above
- (e) The beneficial owner for the purpose of above clause will be as under:
- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

**Explanation-**

- a. Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company.
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions including by virtue their shareholding or management rights or shareholders agreements or voting agreements.
- (ii) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals.
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**PARTNERS IN CASE OF JV**

- (i) Lead partner must have a minimum of 50% participation in the JV.
- (ii) Partners having 25% or more percentage participation shall be termed as substantial partner/other Partners.
- (iii) In the case of JV, change in constitution or percentage participation shall not be permitted at any stage after the bid submission.

The bidder, in case of JV, shall clearly and unambiguously define the role and responsibilities for each partner in the JV agreement submitted as per Form JV/4 of Section-4, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any partner of JV in favor of other JV partner or any change in constitution of partners of JV (without written approval of Client) from the one given in JV agreement at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' as the case may be and acted accordingly. All Members of the JV must have experience in execution of similar work.



6	<p><b>The Tenderer shall submit a Certificate stating that they have read the above clause using the appropriate Performa given in Section 4 Form 8 &amp; 9</b></p> <p><b>Tenderers having a conflict of interest shall be disqualified. The conflict of interest is detailed below.</b></p> <p>A Tenderer or any of its constituents shall not have conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to be in a conflict of interest with one or more parties in this Tendering process, if, including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) they have controlling shareholders in common; or</li> <li>(b) they receive or have received any direct or indirect subsidy from any of them; or</li> <li>(c) they have the same legal representative for purposes of this Tender; or</li> <li>(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or</li> <li>(e) any firm, either individually or in Joint Venture, submits more than one offer irrespective of whether the firm is quoting against this Tender. The Tenders submitted by two different Tenderers, having any common participant in JV formation or any common partner in partnership firms, or an individual will be treated as having conflict of interest or</li> <li>(f) a Tenderer who is Sub-contractor to another Tenderer will be treated as having conflict of interest. However, this does not limit the inclusion of the same subcontractor in more than one Tender.</li> <li>(g) a Tenderer participated as a consultant in the preparation of the design or specifications of the contract that is the subject of the Tender; or</li> <li>(h) A Tenderer was affiliated for any period(s) during the last two years before the date of issue of Invitation for Tenders with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.</li> </ul> <p><b>The Tenderer shall be disqualified if:</b></p> <ul style="list-style-type: none"> <li>(a) The Tenderer or any of its constituents has been blacklisted/ banned from business dealings with all Government Departments by the Government of Karnataka or by Ministry of Railways or by Bi-RIDE at any time till finalization of Tenders, except in cases where such blacklisting/ banning has been withdrawn by Competent Authority or has ceased or expired on the deadline for submission of the Tenders, for which satisfactory evidence is to be produced.</li> <li>(b) Any previous contract of the Tenderer or any of its constituents had been fully terminated or part terminated for its failure as a JV partner with /without forfeiture of its full Performance Security, by Bengaluru Integrated Rail Infrastructure Development Enterprise Limited Ltd.(Bi-RIDE/K-RIDE) at any time starting from 3 years before the deadline for submission of Tenders and up to one day before the date of opening of price Tenders.</li> </ul> <p>Provided, however, there is no stay order or declaration by any Court against such termination of the contract by Bengaluru Integrated Rail Infrastructure Development Enterprise Limited Ltd. or such termination of the contract has not been revoked by Bengaluru Integrated Rail Infrastructure Development Enterprise Limited Ltd or competent authority of Bi-RIDE has not passed an order of non-applicability of disqualification of the Tenderer or any of its constituents despite such termination.</p> <ul style="list-style-type: none"> <li>(c) The Tenderer or any of its constituents has been imposed delay damages of 5% or more of contract value by Bi-RIDE due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of Tenders (Period of 2 years shall be reckoned from the</li> </ul>
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	<p>date on which the total accrued amount of Delay Damages has reached 5% or more of the contract price) or such accrued delay damages has not been fully recovered before the deadline for submission of Tenders on account of contractor's request for deferring recovery to maintain cash flow and BI-RIDE has acceded to the same in the interest of the project or the work under the previous contract in question has not been completed before the deadline for submission of Tenders, unless imposition of such delay damages has been set aside by the Competent Authority.</p> <p>(d) The Tenderer or any of its constituents:</p> <ul style="list-style-type: none"> <li>(i) has suffered bankruptcy/insolvency or</li> <li>(ii) has any ongoing case of insolvency before the NCLT/ any applicable Court where Interim Resolution Professional (IRP) has been appointed or is at any later stage of the insolvency process, as on the deadline of submission of Tenders or thereafter till finalization of Tenders.</li> </ul> <p>(e) The Tenderer is found ineligible by the Employer, in accordance with ITT-3.</p> <p>(f) The Tenderer or its constituent(s) has been declared by Bi-RIDE to be a poor performer and the period of poor performance is still in force on the deadline for submission of Tenders.</p> <p style="text-align: center;">OR</p> <p>The Tenderer or its constituent(s) has been declared by Bi-RIDE to be a poor performer at any time after the deadline for submission of Tenders and up to one day before the date of opening of price Tenders.</p> <p>(g) The Tenderer or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned from business dealings or suspended from business dealings or having been declared poor performer.</p> <p><b>The Tenderer shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using Form 4 given in Section-4: Bidding Forms. Non-submission of an affidavit by the Tenderer shall result in summary rejection of his Tender.</b></p> <p>Tenderers shall immediately inform the Employer in case they cease to fulfil eligibility in terms of ITT clause 2 above. In case the Tenderer fails to inform the Employer or submits a false affidavit, his Tender shall be summarily rejected, and Tender security shall be forfeited. The Tenderer shall also be liable for Banning of Business dealings for a period up to five years.</p>
<b>3.3(a)</b>	<p><b>The following para is added:</b>  <b>Materials, Equipment and Services</b>  The materials, equipment, and services to be supplied under the Contract shall be from the approved sources as specified in Section 7A: Works Requirements and Price Schedule Section-9.</p>
<b>7.3</b>	<p><b>The following para is added:</b>  The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.</p>
<b>11.5</b>	<p><b>The following para is added:</b>  <b>Tender Prices</b></p> <ul style="list-style-type: none"> <li>• The prices quoted by the Tenderer in the Price Schedule shall conform to the requirements specified below.</li> <li>• In the price schedule, the tenderer shall quote rates as Lump Sum Amount as per the format for each schedule. The price quoted by the bidder in the schedule will only be considered for evaluation of bids. Rates offered through any other medium or at any other location will not be considered. If any Tenderer quotes more than one amount for such schedules, its Tender shall be summarily rejected.</li> <li>• Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer</li> </ul>

	<p>when executed and shall be deemed covered by the rates for other items and prices in the price schedule.</p> <ul style="list-style-type: none"> <li>• The price to be quoted in the Price Schedule, in accordance with ITT, shall be the total price of the Tender.</li> <li>• Unless otherwise provided in the ITT and the Contract, the lump sum amount quoted by the tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the indices and weightage for the price adjustment formulae shall be as specified in the Tables of Adjustment Data included in Contract Data.</li> <li>• Unless otherwise provided in the ITT and the Contract, the Rates quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the indices and weightages for the price adjustment formulae shall be as specified in the Tables of Adjustment Data included in Contract Data.</li> <li>• All duties, taxes Excluding GST, royalties, Cess and other levies payable by the Contractor under the Contract, or for any other cause (including standard specifications), as of the date 28 days prior to the deadline for submission of Tenders, <b>shall be included in the Lump sum amount quoted in the Price Schedule and the total Tender Price submitted by the Tenderer.</b> GST shall be paid by the Tenderer as applicable in accordance with the prevailing rules of Government of India.</li> </ul> <p>Tenderers should note that during the progress of the works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Sub-Clause 14/ITT (Currencies of Bid and Payment) of the Conditions of Contract. Any such adjustment shall be affected by comparing the Lump sum amount quoted in the Tender with the amounts already used in the Works and the Contractor's future needs for imported items.</p> <ul style="list-style-type: none"> <li>• <b>Tenderer should note that non-submission of the Letter of Price Tender (LPB) by the Tenderer shall result in summary rejection of his Tender.</b></li> </ul> <p>Online alternative Price Tender corresponding to the alternative Technical Tender, if permissible, in accordance with ITT Clause 14;</p>
<b>23.4</b>	<p><b>The following para is added:</b></p> <p><b>Deviations, Reservations, and Omissions</b></p> <p>During the evaluation of Tenders, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Tendering Document.</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and</li> <li>(c) ("Omission" is the failure to submit part, or all of the information or documentation required in the Tendering Document.</li> </ul>
<b>24.4</b>	<p><b>The following para is added:</b></p> <p><b>Correction of Arithmetical Errors and Omissions in Tender and Evaluation of Tender Price</b></p> <ol style="list-style-type: none"> <li>1. Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors and omissions in the Tender and then arrive at the Evaluated Tender Price on the following basis: <ul style="list-style-type: none"> <li>(a) DELETED</li> <li>(b) if the rate has been quoted both in words and in figures and there is a discrepancy in such rates, then the lower of the two shall prevail and shall be considered for evaluation of the price of the schedule/bill.</li> <li>(c) If the rate has been quoted either in words or in figures only, then the same shall be considered for evaluation of the price of the schedule/bill.</li> <li>(d) If no rate has been indicated for any particular schedule/bill in words, as well as in figures, irrespective of the fact whether the Tenderer has written or not written above/below/at par, in such cases, the rate shall be considered as Zero and the price shall be calculated accordingly.</li> <li>(e) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals</li> <li>(f) shall prevail, and the total shall be corrected.</li> </ul> </li> </ol>

	<p>(g) DELETED</p> <p>2. If the Tenderer has submitted the lowest evaluated Tender does not accept the correction of errors and omissions as per above provisions, its Tender shall be disqualified, and its Tender security shall be forfeited, or its Tender-Securing Declaration executed.</p>
25.6	<p><b>The following para is added:</b></p> <p><b>Conversion to Single Currency</b></p> <p>For evaluation and comparison purposes the currencies of the Tender shall be converted into Indian Rupees as stated in BDS.</p> <p>An Abnormally Low Tender is one in which the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer to perform the contract at the offered price. The Employer may in such cases seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender document. If, after evaluating the price analyses, the Employer determines that the Tenderer has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Employer may reject the Tender/ proposal.</p> <p>Additional Performance Security in case of abnormally low Tenders will have to be submitted.</p> <p><b>The calculation sheet is as below:</b></p> <p>If the bid, which results in the lowest Evaluated Bid Price is substantially on lower side and/or seriously unbalanced in the opinion of the Employer as per criteria defined below, the Employer may require the bidder to submit additional performance security as under.</p> <p>a) If overall price quoted by the L1 bidder is below the engineer's estimated price by more than 10% and the difference between overall price quoted by the L1 and L2 is more than 5% of the estimated price, then the bid price of L1 bidder shall be treated as substantially on lower side and such bidder shall be bound to furnish additional performance security equal to the <math>(0.9 \times \text{engineer's estimated price} - \text{L1 price})</math> or <math>(0.95 \times \text{L2 price} - \text{L1 price})</math> whichever is lower, on this account. Example below demonstrates the method of calculation to arrive at additional performance security:</p> <p>Suppose the overall price quoted by the L1 bidder is 17% below the estimated price and the overall price quoted by L2 bidder is 8% below the estimated price. In this case the overall price quoted by the L1 bidder is lower by more than 10% of the estimated price and also the difference between overall price quoted by the L2 and L1 bidder is more than 5% of the estimated price, hence the L1 bidder shall be required to furnish additional performance security for an amount equal to <math>\{0.9 \times \text{engineer's estimated price} - (1-17/100) \times \text{engineer's estimated price}\} = \{0.07 \times \text{engineer's estimated price}\} = 7\%</math> of engineer's estimated price or <math>\{0.95 \times (1-8/100) \times \text{engineer's estimated price} - (1-17/100) \times \text{engineer's estimated price}\} = \{0.044 \times \text{engineer's estimated price}\} = 4.4\%</math> of engineer's estimated price; whichever is lower.</p> <p>As per the above L1 bidder shall be required to submit additional performance security of 4.4% of engineer's estimated price.</p> <p>b) If for any bill/ schedule of quantities % age above or below quoted by the bidder on the estimated price is beyond 15% below the overall % age difference between the quoted contract price and the engineers estimated price, then the price for that particular schedule shall be treated as seriously unbalanced and bidder shall be bound to furnish additional performance security for such unbalanced price. Example below demonstrates the method of calculation to arrive at unbalanced price and additional performance security:</p>

	<p>Suppose for the L1 bidder the overall % age difference between quoted contract price and the engineers estimated price.</p> <p><math>(\text{Overall contract price} - \text{Overall estimated price}) \times 100 \div \text{overall estimated price} = + 4 \% \text{ Maximum}</math></p> <p>% age below permitted over estimated price of any bill / schedule in this case = +4 – 15</p> <p>= -11%</p> <p>Suppose for the L1 bidder has quoted 20% below estimated price then the pricing shall be treated as unbalanced, and the bidder shall be required to furnish additional performance security for an amount equal to (20 – 11) % of the estimated price.</p>
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Bi-RIDE

# **SECTION-3**

## **QUALIFICATION INFORMATION**

### **Section 3: QUALIFICATION INFORMATION/BIDDING FORMS**

1.0 The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 2 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer

Place of Registration: \_\_\_\_\_ [Attach copy]

Principal place of business: \_\_\_\_\_ [Attach Copy]

1.2 Total value of construction works executed and payments received in the following five Financial Years (**Rs. In Lakhs**) (attach certificate from Statutory Auditors)

1.3		Financial Year	Total Value of Works for the Year (Rs. Lakhs)	Multiplication factor for updating value of work done to 2024-25	Total Value of Works updated to 2024-25 (Rs. Lakhs)
	Total value of construction works (*) executed and payments received year wise in the last five years (in Rs. Lakhs)#	2020-2021			
		2021-2022			
		2022-2023			
		2023-2024			
		2024-2025			

\* - Value of work as defined in ITT Clause 3.

# - Attach Certificate from Chartered Accountant.

1.3 Work performed as prime Contractor (in the same name) on works of similar nature during the last five years of the Bidder as per Clause No: 3.2 (b) of ITT:

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

**Note:** The documentary proof of fulfilling the qualifying requirements shall be uploaded along with the bid. The bidder shall upload the P.O, LOI/LOA, DWA, Work done Certificates, Performance Certificates issued by the end users not below the rank of Executive/ Divisional Engineer along with the bid.

- 1.4 Quantities of work executed as Prime contractor (in the same name) during the five financial years as mentioned below.

Year	Name of Work	Name of Employer	Quantity of work performed (As mentioned in Qualification of the Tenderer ITT Clause 3.2 C)	Remarks (Indicate contract Reference Contract no., Award Date, Completion Date, Role in Contract, Total Contract Amount, JV Participation Proportion)
2020-21				
2021-22				
2022-23				
2023-24				
2024-25				

Note:

- Copy of Certificate(s) issued by the employer in support of the information being furnished above, shall be attached with each respective form, as per detailed requirements indicated in clause 3.2 (c) and of Section 2 failing which the claim of the bidder shall be liable to be rejected (in case of experience as a sub-contractor, the employer shall be the Bi-RIDE of the Project who has engaged the main Contractor).

(SEAL AND SIGNATURE OF THE BIDDER)

**UNDERTAKING FROM NOMINATED / IDENTIFIED SUB-CONTRACTOR**  
**(REFER CLAUSE OF EQC)**

(On the Letterhead of Nominated/Identified Sub-Contractor)

I/We, \_\_\_\_\_ (Legal Name of Nominated/Identified Subcontractor) hereby confirm that we are associating with \_\_\_\_\_ (Legal name of the bidder) for the work of \_\_\_\_\_ (Name of work as stated in Invitation for Bids {IFB}), for the key activity stated in clause 3.2 (c)/(d) of ITT (if applicable).

I/We hereby undertake that in case M/s \_\_\_\_\_ (Legal name of the bidder) are awarded the work of \_\_\_\_\_ (Name of work as stated in Invitation for Bids {IFB}), the key activity stated in clause 3.2 (c)/ (d) of ITT shall be undertaken by us as per bid conditions (if applicable).

STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY OF NOMINATED/IDENTIFIED SUB CONTRACTOR

STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY OF BIDDER



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

**Existing Commitments and on-going works.**

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (₹. In Crores)	Stipulated Period of Completion	Value of Works Remaining to be Completed (₹. In Crores) (Attach Certificate from Engineer in charge)	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.

Notes:

If the qualifying work of similar nature is done by a joint venture/, then Value shall be considered as per percentage participation by the member(s) in that joint venture/.

**Works for which Tenders already submitted**

Description of Work	Place & State	Name and Address of Employer	Estimated Value of Works (₹. In Crores)	Stipulated Period of Completion	Date when Decision is Expected	Remarks if Any
1	2	3	4	5	6	7

Note:

Tender submitted by a joint venture/, then Value shall be considered as per percentage participation by the member(s) in that joint venture/.

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

**OR**

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 verified and **certified by Chartered Accountant /Cost Auditor**. However, the Bidder has to upload the PO/Work Award copies for existing commitments and on-going works.

- A **self-declaration** is to be uploaded by the Tenderer stating that "*the information with regard to assessed available tender capacity (Works on Hand) furnished are correct*".
- Bidders shall furnish Certificate from Chartered Accountants for split details of Ex-works values and GST of Contract values of the works in the prescribed format as at Clause No. 1.5 of Section-3: Qualification Information

- 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. (The item of the equipment required nos. and capacity should match with those specified in ITT clause 3.3(a))

S N	Item of Equipment	Req uire me nt	Owned		Hired		Remarks (The details of hired/leased Equipment Details to be Indicated)
			Capa city	Age/ Condi tion	Capa city	Age/Co ndition	
(1)	<b><u>KEY AND CRITICAL EQUIPMENTS</u></b>						
1	Welding Machine	1					
2	Electric Hand Driller	3					
3	Digital Multi meter	2					
4	Insulation Megger	2					
5	Digital Earth Tester	2					
6	Ladder	4					
7	Concrete Mixer Machine	1					
8	Hand Tool Kit	1					
9	Crimping Tool	1					
(II)	<b>Other Plant and Equipment</b>						
1	Tractor	1					
2	Crane	1					

#### **Undertaking**

I/We do hereby confirm that above mentioned plant and equipment shall be deployed for the work on own/hired/lease basis in accordance with the clause 3.3 (a) of ITT section-2.

- 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 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.
- 1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (b): Cash in hand, Letter of Credit etc. List them and attach certificate from the Banker in the suggested format as under

**BANKER'S CERTIFICATE**  
**ON BANKS LETTER HEAD**

**Format of BANKER'S CERTIFICATE/Line of Credit Letter**  
**(To be issued in letter head of Bank Branch)**

Reference Number(Sl.No.)

Place:

Date:

To

[Name and Address of the beneficiary]

This is to certify that Mr./ M/s. .... [name of the customer] having his/ their registered/ administrative office at ..... is a customer of our Bank and is/ are engaged in .....[nature of activity]. If the said customer is allotted/awarded with ..... (Brief details of works), we may extend credit facilities upto Rs.....Lakh, to meet his/their working capital requirements towards execution of the said work order as per the Loan Policy of the Bank.

Yours faithfully

Branch Manager  
Name of Bank  
Address:.....

**Note\*: The amount shall be equal to or more than the Liquid Assets for meeting the fund requirement as specified in 3.3(b)**

**AND**

**AVAILABILITY OF FINANCIAL RESOURCES**

**(SECTION-2, ITT CLAUSE 3.3 (B))**

Bidders must demonstrate sufficient financial resources, comprising of Working Capital supplemented by credit line statements or overdraft facilities to meet the Bidder's financial requirements for

- a) its current contract commitments, and
- b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture

Partner's name:

Joint Venture Partner: \_\_\_\_\_

Financial Resources		
No.	Source of financing	Amount (equivalent)
1	Working Capital	
2	Credit Line	
Total Available Financial Resources		

*To be considered, Credit Line must be substantiated by a letter from the bank issuing the line of credit, specific for the subject contract, as prescribed. Any letter or document not complying with this requirement shall not be considered as supplementary financial resources.*

Note:

In case the financial statement data is other than Indian Rupees, the equivalent Indian Rupees with the exchange rates as defined in the Section-2, ITT.

- 1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price.

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and Address)	Experience of Similar Works (Attach Certificates from the Respective Employers)	Remarks (Undertaking from Specialist Subcontractors to be Provided as per

**UNDERTAKING FROM NOMINATED / IDENTIFIED SUB-CONTRACTOR**

**(REFER CLAUSE OF EQC)**

(On the Letterhead of Nominated/Identified Sub-Contractor)

I/We, \_\_\_\_\_ (Legal Name of Nominated/Identified Subcontractor) hereby confirm that we are associating with \_\_\_\_\_ (Legal name of the bidder) for the work of \_\_\_\_\_ (Name of work as stated in Invitation for Bids {IFB}), for the key activity stated in clause 3.2 (c) of ITT (if applicable).

I/We hereby undertake that in case M/s \_\_\_\_\_ (Legal name of the bidder) are awarded the work of \_\_\_\_\_ (Name of work as stated in Invitation for Bids {IFB}), the key activity stated in clause 3.2 (c) of ITT shall be undertaken by us as per bid conditions (if applicable).

STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY OF NOMINATED/IDENTIFIED SUB CONTRACTOR

STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY OF BIDDER

1.12 Information on litigations in which the Tenderer is involved:

**Litigation History**

(This has reference to Eligibility cum Qualification Criteria document.)

**Name of Tenderer or member of Joint Venture: -**

Sl. No.	Name of the Employer/ Client	Name of the Work	No. of Cases in the Work	Cause of Litigation/ Arbitration/ Details of Disputes	Year	Litigation/ Arbitration Initiated by	Award in Favor of Tenderer/ Client	Disputed Amount	Remarks Showing Present Status

1.13 The proposed methodology and program of construction, 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 milestones.

**APPROACH & METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT**

Name of Project: “\_\_\_\_\_”

The approach and methodology will be detailed precisely under the following topics:

1. Understanding of the assignment
2. Work Breakdown structure/ Work plan.
3. Composition of the Team
4. Organizational set up/ Construction methodology for execution of the work as outline in Section 7A
5. Documentation and procedures to be prepared, adopted and furnished to Bi-RIDE (Bengaluru Integrated Rail Development Enterprise Limited)
6. Reporting Procedure
7. Sourcing of Material

Note:

- i. The approach and methodology shall be precise and relevant to the assignment. Bar charts shall be included.

- 1.14 Value of similar nature of work completed shall be updated to 2024-25 price level as per table given below.

<b>Financial year</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
Indian Currency					
Foreign Currency					

For completed works, the value of work done shall be updated to FY 2024-25 price level assuming 10% inflation for Indian rupees every year or part thereof up to the month previous to the Bid submission month. Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: Bids will be compared in Indian Rupees only. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. For conversion of foreign currency to Indian Rupee exchange rates published by Financial Benchmarks Private limited ([www.fbil.org.in](http://www.fbil.org.in)) 28 days before the date of bid submission will be considered. In case, the particular day happens to be a holiday, the exchange rate published on the next working day will be considered. In case of works in foreign currency, the effect of inflation is considered as included, as the exchange rate prevailing 28 days before tender submission is being considered for conversion to Indian Rupees.

The bidder shall attach a copy of the Certificate(s) issued by the employer in support of the information being furnished in the above form, failing which the claim of the bidder shall be liable to be rejected (in case of experience as a sub-contractor, the employer shall be the owner of the Project who has engaged the main Contractor).

\_\_\_\_\_  
(SEAL AND SIGNATURE OF THE BIDDER)

## **SECTION-4**

**FORMS OF TENDER,  
LETTER OF ACCEPTANCE,  
AND AGREEMENT FORM ETC.**



**FORMS OF TENDER,**

**Form -1**

**LETTER OF TECHNICAL BID**

(To be separately given for on the Letter head of the Firm)

Date \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Tenderer (ITT).
- (b) We offer to execute the Works in conformity with the Bidding Documents.
- (c) Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.
- (e) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements stipulated in Section 78A: Works Requirements.
- (f) If our bid is accepted, we commit to submit work method statements for all major activities and get these approved from the engineer prior to commencing work on such activities. We also understand that the work shall be executed as per the approved method statements and KEY DATES without any deviations and delay in completion.
- (g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITT clause 2.5.
- (h) We declare that we are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITT, other than alternative offers submitted in accordance with ITT.
- (i) We declare that we are not liable to be disqualified in Accordance with ITT clause 2.4, and we are enclosing the affidavit for the same as per the Performa given in the bid document.
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (k) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and invocation of bid security declaration, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- (l) We understand that we will be considered for participating for which we have submitted the bid security (ies) declaration form and we will be considered for award, subject to fulfilling the eligibility criteria as given in bidding document.
- (m) If our bid is accepted, we opt to take payment into the bank account, nominated by us.
- (n) We declare that the submission of this bid confirms that no agent, middleman, or any intermediary has been, or will be engaged to provide any services or any other item of work related to the award and performance of this contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount. We

acknowledge the right of the Employer, if he finds to the contrary, to declare our bid to be noncompliant and if the contract has been awarded to declare the contract null and void.

- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (p) A Power of Attorney to sign and submit this letter is attached.
- (q) Having inspected the site, examined the complete bid document including Employer's requirements, Conditions of Contract, Special Conditions of Contract, Particular Conditions of Contract, Technical Specifications, Safety, Health & Environment (SHE) Manual, Eligibility Cum Qualification Criteria, Instructions to Bidder and Addenda/Corrigendum etc., thereto (if any) for above mentioned work and prepared the bid entirely in accordance with all the requirements of the bid document and agree entirely with them.
- (r) We here by confirm that we have visited the sites of work and have become conversant with the local conditions of working.
- (s) For the purpose of your evaluation, study, review and decision-making we are ready to let you inspect our business premises / site, etc.
- (t) We authorize Bi-RIDE or any of their authorized representative to approach, enquire, verify and check the matter furnished in our submission with the concerned client / Bi-RIDE of the Project / Contract and the concerned Banker of reference provided by us.
- (u) We undertake to hold in confidence all documents and information whether Technical or Commercial supplied to us at any time by or on behalf of Bi-RIDE in connection with this bid and without your written authority or as otherwise required by law not to publish or otherwise disclose the same.
- (v) If our bid is accepted, we agree to establish our project office in Bengaluru
- (w) We have submitted the Statement of Integrity, Eligibility, Social, and Environmental Responsibility signed and abides by the same.
- (x) We understand that this Bid shall be governed by and construed in all respects according to the laws for the time being force in India and that the courts at Bengaluru will have exclusive jurisdiction in the matter.
- (y) 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 required by the Tender documents.

- (z) We confirm and declare that by virtue of our signature below, to the best of knowledge and belief that the information provided by us as required in this Bid Document, all supporting and explanatory information is truthful and exact.

Name\_\_\_\_\_

\_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL AND SIGNATURE OF THE BIDDER)

**LETTER OF PRICE BID**

(To be separately given for on the Letter head of the Firm)

(Centre of E-governance has disabled submission of documents pertaining to financial proposal in e-portal. Bidders are requested to enter the Financial Proposal in the respective cell provided in the e-portal. This format of Financial Proposal is only for reference).

Date\_\_\_\_\_

Invitation for Bid No\_\_\_\_\_

To,

\_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Clause no. 9, Section 2 Instructions to Tenderers (ITT).
- (b) We offer to execute the Work in conformity with the Bidding Documents.
- (c) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (d) The total price of our Bid is indicated in the price schedule in e-procurement portal.
- (e) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of\_\_\_\_\_

Date: \_\_\_\_\_

Seal:

**FOR EMD/BID SECURITY (BANK GUARANTEE)**

WHEREAS \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the Bidder) has submitted his bid dated for the work "-----." (hereinafter called "the Works") KNOW ALL PEOPLE by these presents that we, \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the Bank) are bound unto the Managing Director, Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE), Bengaluru (hereinafter called "the Employer") in the sum of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents; SEALED with the Common Seal of the said Bank this day \_\_\_\_\_

## THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of Bids validity specified in the Form of Bid.

OR

- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid Validity.
- Fails or confuses to execute the form of Agreement in accordance with the instructions to Bidders, if required; or
  - Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidders; or
  - Does not accept the correction of the Bid Price pursuant to clause 24.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the conditions of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including 225 days after the deadline for submission of bids as such deadline is stated in the instructions to Bidders of as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_

SEAL \_\_\_\_\_

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONGWITH THE BID**

(To be separately given for each package)

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the bidder) \*\**

I \_\_\_\_\_ (Name and designation) \*\* \_\_\_\_\_ appointed as the attorney/authorized signatory of the bidder (including its constituents), M/s. \_\_\_\_\_ (hereinafter called the bidder) for the purpose of the Bid for the work of \_\_\_\_\_ as per the bid No. \_\_\_\_\_ of Bi-RIDE, do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

- \*1. That the bidder or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments or by Ministry of Railways or by Bi-RIDE at any time and/or no such blacklisting is in force as on the deadline for submission of bids.
- \*2. That none of the previous contracts of the bidder or any of its constituents had been terminated / rescinded for Contractor's failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security, by Bengaluru Integrated Rail Infrastructure Development Enterprise Limited Ltd. during the period of last 3 years before the deadline for submission of bids.

*(Add Proviso of Clause 2, (ITT) suitably, if any Contract was so terminated).*

- \*3. The bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by any Government Department or by Ministry of Railways or by Bi-RIDE due to delay in the implementation of any previous contract (either in the capacity of a single entity or as constituent of any other JV ) within the period of last 2 years before the deadline for submission of bid [2 years shall be reckoned from the date on which imposed L.D. has exceeded 5% of the contract price] and there are no such accrued delay damages which has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and Bi-RIDE has acceded to the same in the interest of the project and the work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.
- 4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor is such a case pending before any Court on the deadline of submission of the bid.
- \*5. That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of any Government Department or by Ministry of Railways or by Bi-RIDE as on the deadline for submission of bid.
- 6. We declare that the bidder or any of its constituents have not either changed their name or created a new business entity. Consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.
- 7. We declare and certify that balance sheets for five financial years including that for the latest concluded financial year are being submitted.

OR

We declare and certify that balance sheet for the latest concluded financial year has not been finalized till date and that is why we are furnishing financial data for five financial years ignoring the latest concluded financial year.

(# - Delete whichever is not applicable) \*\*.

8. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
9. We declare that the information and documents submitted along with the bid by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
10. We understand that in case we cease to fulfil the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our IBN  
changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security declaration form shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business dealings up to a period of five years.
11. We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we [insert name of the bidder] \*\*\_\_\_\_\_ and all our constituents understand that we shall be liable for banning of business dealings up to a period of five years.
12. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
13. We also understand that our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon us.
14. We declare that the information and the document submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
15. We undersigned that if the certificate regarding Eligibility Criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years in Bi-RIDE. Further, we (Insert name of the Tenderer) \*\*\_\_\_\_\_ and all our constituents understand that our offer shall be summarily rejected.
16. We also understand that if the certificate submitted by us are found to be false/forged or incorrect at any time after the award of contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and performance guarantee besides any other action provided in the contract including banning of business for five years in Bi-RIDE.

(SEALAND SIGNATURE OF THE BIDDER)

Verification:

We above named tenderer do hereby solemnly affirm and verify that the contents of our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

(SEAL AND SIGNATURE OF THE BIDDER)

\*Modify the contents wherever necessary, in terms of sub-clause 2 ITT.

\*\* The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.

Attestation before Magistrate/Public Notary

BIDDER

**PRO-FORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF JOINT VENTURE (JV) /**

(On each Firm's Letter Head)

No \_\_\_\_\_

Dated: \_\_\_\_\_

From,

\_\_\_\_\_  
\_\_\_\_\_

To,

**The General Manager/Procurement**

Bengaluru Integrated Rail Infrastructure Development Enterprise Limited,  
"Samparka Soudha", 1st Floor, B.E.P Premises (Opp. Orion Mall),  
Rajajinagar 1st Block, Bengaluru - 560 010.

Gentlemen,

Ref: \_\_\_\_\_ "[Insert name of work] \_\_\_\_\_".

Ref: Your notice for Invitation for Bid (IFB)

\_\_\_\_\_

1. We wish to confirm that our company/firm (delete as appropriate) has formed a Joint Venture/ by name of \_\_\_\_\_ with for the purposes associated with IFB referred to above.

*(Members who are not the lead partner of the JV should add the following paragraph) \**

2. The JV is led by \_\_\_\_\_ whom we hereby authorize to act on our behalf for the purposes of submission of Bid for \_\_\_\_\_ and authorize to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture/ .'

OR

*(Member(s) being the lead member of the group should add the following paragraph) \**

3. 'In this group we act as leader and, for the purposes of applying for qualification, represent the Joint Venture/ :'
4. In the event of our group being awarded the contract, we agree to be jointly with \_\_\_\_\_ (names of other members of our JV) \_\_\_\_\_ and severally liable to the (Bi-RIDE) Bengaluru Integrated Rail Infrastructure Development Enterprise Limited, Bengaluru, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Bengaluru Integrated Rail Infrastructure Development Enterprise Limited Limited, Bengaluru and our JV .
5. \*I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.

Yours faithfully,

(Signature)

(Name of Signatory) .....

(Capacity of Signatory) .....

Seal

\* Delete as applicable



**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED  
SIGNATORY OF JOINT VENTURE (JV) PARTNERS  
POWER OF ATTORNEY**

*(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)*

Know all men by these presents, we ... do hereby constitute, appoint and authorize Mr. / Mrs. / Ms. .... who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of .....Including signing and submission of all documents and providing information/responses to Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE), Bangalore, representing us in all matters, dealing with Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE), Bangalore, in all matters in connection with our bid for the said project and if successful, till the whole of the bid process.

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2025

(Signature of authorized Signatory)

\_\_\_\_\_  
(Signature and Name in Block letters of Signatory)  
Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

*\*Notes:*

- i. To be executed by all the partners individually, in case of a Joint Venture/ .
- ii. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- iii. Also wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favour of the person executing this power of attorney for the designation of power hereunder on behalf of the bidder.

**FORMAT FOR POWER OF ATTORNEY TO  
LEAD PARTNER OF JOINT VENTURE (JV)**

*(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)*

**POWER OF ATTORNEY**

Whereas Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE), Bangalore, has invited Bids for the work of Whereas, the members of the Joint Venture/comprising of M/s. \_\_\_\_\_, M/s. \_\_\_\_\_ and M/s. \_\_\_\_\_ are interested in submission of bid for the work of ... [Insert name of work] ... in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture/to designate one of them as the Lead Partner, with all necessary power and authority to do, for and on behalf of the Joint Venture/, all acts, deeds and things as may be necessary in connection with the Joint Venture's/ 's bid for the project, as may be necessary in connection the Joint Venture's/ 's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. \_\_\_\_\_, hereby designate M/s. \_\_\_\_\_, being one of the partners of the Joint Venture/ , as the lead partner of the Joint Venture/ , to do on behalf of the Joint Venture/ , all or any of the acts, deeds or things necessary or incidental to the Joint Venture's/ 's bid for the contract, including submission of bid, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Joint Venture/ in all its dealings with Bi-RIDE/ Railway or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of bidding till the contract agreement is entered into with the Bengaluru Integrated Rail Infrastructure Development Enterprise Limited, Bangalore and thereafter till the expiry of the contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name in Block letters of Executant)

Seal of Company

Witness 1:  
Name:  
Address:  
Occupation:

Witness 2:  
Name:  
Address:  
Occupation:

Notes:

1. To be executed by all the Partners of the JV accept the lead Partner.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**DRAFT FORMAT OF JOINT VENTURE/ AGREEMENT**

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_) acting as  
the Lead Partner of the first part,

**And**

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_)  
\_\_\_\_\_ ) in the capacity of a Joint Partner of the other part.

The expressions of \_\_\_\_\_ and \_\_\_\_\_  
shall wherever the context admit, mean and include their respective legal representatives,  
successors-in-interest and assigns and shall collectively be referred to as “the Parties” and  
individually as “the Party”

WHEREAS:

Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE)  
[hereinafter referred to as “Employer”] has invited bids for ... “[Insert name of work]  
\_\_\_\_\_” Vide LOA No. \_\_\_\_\_ awarded  
contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this AGREEMENT.
  - i. Notice for Bid, and
  - ii. Bidding document
  - iii. Any Addendum/Corrigendum issued by Bengaluru Integrated Rail Infrastructure Development Enterprise Limited Limited
  - iv. The bid submitted on our behalf jointly by the Lead Partner.
  - v. Letter of Acceptance issued by Bengaluru Integrated Rail Infrastructure Development Enterprise Limited Ltd.
2. The ‘Parties’ have studied the documents and LOA issued to enter into Joint Venture/ as under and have agreed to participate.
3. M/s \_\_\_\_\_ shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture/ in its dealing with the Employer. For the purpose of execution, the parties agree to nominate \_\_\_\_\_ as the leader duly authorized to sign and submit all documents and enter into correspondence with the Employer.
4. The ‘Parties’ have resolved that the distribution of share and responsibilities between the JV partners is as under
  - (a) Lead Partner Share \_\_\_\_\_ %  
Responsibilities
    - (I) Key Activities and %age execution assigned
      - i. \_\_\_\_\_
    - (II) Price Schedule No. and %age execution assigned
      - i. \_\_\_\_\_
      - ii. \_\_\_\_\_
      - iii. \_\_\_\_\_

(b) Joint Venture Partner Share\_\_\_\_\_%

Responsibilities

(I) Key Activities and %age execution assigned

i. \_\_\_\_\_

(II) Price Schedule No. and %age execution assigned

i. \_\_\_\_\_

ii. \_\_\_\_\_

iii. \_\_\_\_\_

(c) Joint Venture Partner Share\_\_\_\_\_%

Responsibilities

(I) Key Activities and %age execution assigned

i. \_\_\_\_\_

(II) Price Schedule No. and %age execution assigned

i. \_\_\_\_\_

ii. \_\_\_\_\_

iii. \_\_\_\_\_

Note: In case any Bill or items of a Bill are proposed to be executed by more than one JV partner then indicate the breakup of that Item/Bill no. for each JV partner.

6. JOINT AND SEVERAL RESPONSIBILITIES

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV.

7. ASSIGNMENT AND THIRD PARTIES

*The parties shall co-operate throughout the entire period of this AGREEMENT on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and the Employer.*

8. EXECUTIVE AUTHORITY

The said Joint Venture/ through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

9. GUARANTEES AND BONDS

*Performance Security and other Securities of a JV shall be in the name of the JV that submits the bid.*

10. BID SUBMISSION

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Employer for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation.

11. INDEMNITY

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture/ .

12. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.
13. DOCUMENTS & CONFIDENTIALITY  
Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.
14. ARBITRATION  
Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Bengaluru.
15. VALIDITY  
This Agreement shall remain in force till the DLP (Defect Liability Period) is over and Securities are released.
16. This AGREEMENT is drawn in \_\_\_\_\_ number of copies with equal legal strength and status. One copy is held by M/s \_\_\_\_\_ and the other by M/s. \_\_\_\_\_ & M/s \_\_\_\_\_ and a copy submitted with the Bid.
17. This AGREEMENT shall be construed under the laws of India.
18. NOTICES BETWEEN JV PARTNERS  
Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner

\_\_\_\_\_

(Name & Address)

Other Partner

\_\_\_\_\_

(Name & Address)

IN WITNESS WHEREOF THE PARTIES have executed this AGREEMENT the day, month and year first before written.

M/s. \_\_\_\_\_

(Seal)

Witness

1. \_\_\_\_\_ (Name & Address)

2. \_\_\_\_\_ (Name & Address)

M/s. \_\_\_\_\_

(Seal)

**FINANCIAL SITUATION**

(Each Bidder or each member of a JV must fill in this form separately)

NAME OF BIDDER/

Sl. No.	Description	Financial Data for 5 Financial Years [Indian National Rupees]				
		Year 1:	Year 2:	Year 3:	Year 4:	Year 5:
		2020-21	2021-22	2022-23	2023-24	2024-25
1	Total Assets					
2	Current Assets					
3	Total Liabilities					
4	Current Liabilities					
5	Net Worth [= 1 – 3]					
6	Working Capital [= 2 - 4]					
7	Profit Before Tax (PBT)					

1. The bidder shall attach copies of the following original documents with the form  
Copies of the audited balance sheets, including all related notes, and income statements for the five years, as indicated above, complying with the following conditions.
  - i. All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
  - ii. Historic financial statements must be audited by a certified accountant.
  - iii. Historic financial statements must be complete, including all notes to the financial statements.
  - iv. Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Contents of this form should be certified by a Statutory Auditor
  - i. In the event that the audited accounts for the latest concluded Financial Year are not available, the Bidder shall furnish information pertaining to the five financial years after ignoring the latest concluded financial year. In case, the bidder submits audited financial information for the last six or more years, only the figures for the five years (from FY 2020-21 to FY 2024-25) shall be considered for evaluation.
  - ii. Financial data for last five financial years has to be submitted by the bidder along with audited balance sheets. The financial information of the Bidder must be certified either by the Independent Financial Auditor (statutory Auditor) of the company appointed under the companies' Act.
  - iii. In case any discrepancy in data is found between the balance sheet and the financial information submitted, the data as available in the balance sheet will be considered.
  - iv. In case the audited balance sheet of the year 2024-25 is not made available by the Bidder, he has to submit an affidavit certifying that 'The Balance Sheet has actually not been audited so far'. In such a case the financial data of '4' audited financial

years (i.e. 2020-21, 2021-22, 2022-23, 2023-24) will be taken into consideration for evaluation. If audited balance sheet of any year other than the year 2024-25 is not submitted, then the bid will be considered as non-responsive.

- v. In case the company's financial year is from Jan 2020 to Dec 2020, then it will be considered under financial year 2020 – 21. Similar procedure will be applicable for other financial years also.

\_\_\_\_\_  
(SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

\_\_\_\_\_  
(Signature of Statutory Auditor)

Name of Statutory Auditor: \_\_\_\_\_

Registration No: \_\_\_\_\_

(Seal)

**ANNUAL CONSTRUCTION TURNOVER FOR THE 5 FINANCIAL YEARS.**

Each Bidder or each member of a JV must fill in this form separately:

**NAME OF BIDDER:**

Sl. No.	Year	Annual Turnover	Multiplying Factor	Updated Annual Turnover
		INR	INR	INR
1	2020-2021			
2	2021-2022			
3	2022-2023			
4	2023-2024			
5	2024-2025			

Annual Turnover Data for the 5 Financial Years. (Construction Only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Construction Turnover for 5 Financial Years.			

1. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years and submitted as attachments to form Fin-1 in respect of the bidder or all partners constituting the bidder.
2. Contents of this form should be certified by a Statutory Auditor.

(SEAL AND SIGNATURE OF THE BIDDER)



**CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS**

Bidders should provide information on their current commitments on all contract that have been awarded, or which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

**Contract Commitments**

Sl. No.	Description of Work	Contract No. & Date	Name & address of Employer, Tel./Fax/ Email	Value of Contract in INR	Stipulated Period of Completion	Value of Balance Work	Anticipated Date of Completion
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
Total							

For calculation of 'Updated contract value' in column 5 above, assume inflation as per multiplying Factors given in Form 6.

1. Bidder should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.
2. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. For conversion of foreign currency to Indian Rupee exchange rates published by Financial Benchmarks Private limited ([www.fbil.org.in](http://www.fbil.org.in)) 28 days before the date of bid submittal will be considered. In case the particular day happens to be a holiday the exchange rate published on the next working day will be considered. In case of works in foreign currency the effect of inflation is considered as included, as the exchange rate prevailing 28 days before tender submission is being considered for conversion to Indian Rupees,

Note: Enclose Certificate(s) from Engineer(s) In charge (not below the rank of Executive Engineer) for Value of outstanding work. In case it is not feasible to furnish certificate from all the units the bidder should record the following certificate on Form 7:

*"Certified that current commitments on all the contracts that have been awarded or for which a letter of intent or acceptance has been received or for the works in progress or the works approaching completion, value of outstanding work has been indicated in the above table correctly. It is further certified that if later on the employer discovers that information provided in the table is incorrect then the employer will treat our bid invalid and it will be liable for rejection"*

(SEAL AND SIGNATURE OF THE BIDDER)

BSRP/LOGH -YPR YARD/US/C-2(SEC3)

**FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER ALONGWITH THE BID**

*(On the letter head of the Firm)*

We/I, \_\_\_\_\_, having registered office at \_\_\_\_\_ do hereby certify that "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached.)"

Dated this \_\_\_\_ day of \_\_\_\_, 2025

For: \_\_\_\_\_

Authorized Signatory Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Place: \_\_\_\_\_

(SEAL AND SIGNATURE OF THE BIDDER)

**FORMAT FOR CERTIFICATE TO BE SUBMITTED BY  
BIDDER ALONGWITH THE BID FOR SUB CONTRACTING**

*(On the letter head of the Firm)*

We/I, \_\_\_\_\_, having registered office at \_\_\_\_\_ do hereby certify that "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority and will not sub-contractor any work to a contractor from such countries unless such contractor is registered with the competent Authority. I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration the Competent Authority shall be attached.)"

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

For- \_\_\_\_\_

Authorized Signatory Signature \_\_\_\_\_

Full Name: \_\_\_\_\_

Place: \_\_\_\_\_

(SEAL AND SIGNATURE OF THE BIDDER)

(SIGNATURE OF THE TENDERER)

Note:

\* Delete whichever is not applicable.

# Evidence of valid registration by the Competent Authority shall be attached.

**KEY PERSONNEL FOR THE WORK**

MINIMUM QUALIFICATION AND EXPERIENCE REQUIRED FOR KEY PERSONNEL TO BE DEPLOYED FOR THE WORK.

The Tenderer must demonstrate that it will have a suitably qualified Project Manager and suitably qualified (and in adequate numbers) Key Personnel and Non-Key Personnel, as described in the table below.

The Tenderer shall provide details of the Project Manager and Key Personnel and Non- Key Personnel that the Tenderer considers appropriate to perform the Contract, together with their academic qualifications and work experience.

Sl. No	Key Personnel	Qualifications & Total Experience	Particular Experience (Minimum requirement)	Minimum Number of Personnel Required	Name of the key Personnel Proposed	Qualification	Total Number of Years of Experience	Number of Years in Similar Works Experience
1	Project Manager	BE Electrical with 12 years' experience	5 years as Project Manager or Equivalent in Similar Nature of works	1				
2	Sr. Engineer	BE Electrical with 5 years' experience/ Diploma 10 years.	Experience in similar nature of work	1				
3.	Technicians / Electricians	ITI in Electrician with Min. 5 years of experience	Experience in similar nature of work	3				

Note:

- 1) Further details to be updated as per clause 3.3 (c) of section 2 ITT.
- 2) **Bidder shall also can submit an undertaking to deploy above mentioned key personnel if tender was awarded against the above FORM 10.**

(Signature)

(Name of Signatory) .....

(Capacity of Signatory) .....

Seal.....

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

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

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

Languages:

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

Certification:

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

Date:

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

Full name of Staff Member: \_\_\_\_\_

Full name of the Authorized Representative: \_\_\_\_\_

**POWER OF ATTORNEY (POA) FOR SUBMITTING BID**  
**(FOR SINGLE ENTITY/SOLE BIDDER ONLY)**

Know all men by these presents, we \_\_\_\_\_. (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project, including signing and submission of all documents and providing information/responses to Bi-RIDE, representing us in all matters before Bi-RIDE, and generally dealing with Bi-RIDE in all matters in connection with our Bid for the Project.

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

\_\_\_\_\_ (Signature)

(Name, Title and address) of the Person issuing the POA.

**Notes:**

- (i) The bidder should submit the notarized Power of Attorney.
- (ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (iii) The bidder should submit following additional document in support of the POA as case-to-case basis:
  - a) Proprietorship Affidavit in case of Proprietary bidder.
  - b) Partnership deed in case of partnership bidder.
  - c) Board Resolution in case of a Public/Private limited company.
  - d) Memorandum & Article of Association in case of a Public/Private limited company.
  - e) Board Resolution in case of a Limited Liability Partnership.

**FORMAT OF DECLARATION TOWARDS DEPARTMENT/BLACKLISTING**

We, M/s ----- (name of the Tenderer) -----(hereinafter called the Contractor) do hereby affirm and declare that we have not been black listed/Debarred by any Government/Government undertaking/semi-Government/Projects in India, during the last five (5) years.

We have not rescinded the works after award of the Contract during the last (5) years.

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

**Signature of the Tenderer**

**BIDDERS QUALIFICATION**

To establish its Qualifications to perform the contract in accordance with Section 2 (Qualification Information) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

<b>Bidder's Information</b>	
Bidder's Legal Name	
Bidder's Country of Constitution	
Bidder's Year of Constitution	
Bidder's Legal Address in Country of Constitution	
Bidder's Authorized Representative (Name, Address, Telephone Numbers, Fax Numbers, e-mail Address)	

The bidder shall attach copies of the following original documents with the form:

1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITT clause 2.
2. Authorization to represent the firm or JV named in above, in accordance with ITT clause 14.
3. In case of JV, JV agreement, in accordance with ITT clause 2.

\_\_\_\_\_  
(SEAL AND SIGNATURE OF THE BIDDER)



**JV NFORMATION SHEET**

Each member of a JV must fill in this form separately

<b>JV / Information</b>	
Bidder's legal name	
JV Partner's Legal Name	
JV Partner's Country of Constitution	
JV Partner's Year of Constitution	
JV Partner's Legal Address in Country of Constitution	
JV Partner's Authorized Representative Information (name, address, telephone numbers, fax numbers, e-mail address)	
Bidder's Bank Details: (a) Name of the Bank and branch: (b) Account Number: (c) IFSC code: (d) Bank's Contact Number and Fax Number: (e) PAN: (f) GST Registration No:	

The bidder shall attach copies of the following original documents with the form:

1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITT clause 2.
2. Authorization to represent the firm named above, in accordance with ITT clause 14.

Note: Following needs to be submitted by the bidder;

- (a) Affidavit in case of Proprietary firm.
- (b) Partnership Deed in case of partnership firm.
- (c) Memorandum & Article of Association in case of Public/Private limited company.
- (d) Authorization/POA in favour of Authorized Signatory of bidder to sign the bid.

(SEAL AND SIGNATURE OF THE BIDDER)

**WORK EXPERIENCE CERTIFICATE**  
**TO WHOM SO EVER IT MAY CONCERN**

(Issued for the purpose of Quoting in Bi-RIDE tenders)

M/s/Sri \_\_\_\_\_ (Name and address of the contractor) is a working contractor of this unit and was awarded the following work. The relevant details of the work are as under:

Sl. No	Description	Details
1	Name of work	
2	Acceptance Letter No and Date	
3	Agreement Number, Date and Name of the Agency	
4	Agreement Value in Rupees (in words and figures)	
5	Due Date of Completion	
6	Actual Date of Completion of Work	
7	Value of Final Bill if Passed (in words)	
8	Work Completed but Final Measurements Not Recorded. a) Amount Paid so far as in CC bill No.	
9	Work Completed. Final Measurements Recorded with Negative Variation a) Amount so far Paid as in CC bill No.	
10	Work Completed. If Final Measurements Recorded with Positive Variation which is not Sanctioned yet. Original Agreement Value of Last Sanctioned Agreement Value whichever is Lower.	
11	Scope of work (Broad category of Works i.e., the Name of the Work in the Agreement on which Work is	
12	Details of Values of Major Components/ Works Executed in the Completed Work.	

**Note:**

The Certificate to satisfy similar work should be signed by an officer not lower than JAG officer in Railways and Executive Engineer rank or equivalent grade in other department of Govt. of India/State Government/PSUs of Government of India / State Undertaking and Competent Authority of Public Listed Company.

Signature: \_\_\_\_\_  
 Name of Officer: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Office Seal: \_\_\_\_\_  
 Phone/FAX No.: \_\_\_\_\_  
 Date: \_\_\_\_\_

**LETTER OF ACCEPTANCE**

(On the Letter head of the Employer)

[Date]\_\_\_\_\_

To: \_\_\_\_\_[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for the execution of \_\_\_\_\_ for the Accepted Contract Amount of Rupees **(Excluding GST) amounting to Rs.** \_\_\_\_\_ [amount in words], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by the Competent Authority of Bi-RIDE.

You are hereby requested to furnish Performance Security Deposit plus additional security for unbalanced tenders in accordance with of Clause 25.6 of ITT, in the form detailed in Clause 29.1 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of ₹. \_\_\_\_\_ within 21 days of the receipt of this letter of acceptance, valid up to 30 days from the date of expiry of Defects Liability Period i.e., up to \_\_\_\_\_ and sign the contract.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents from date of issuance of this letter.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency.

**CONTRACT AGREEMENT**

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (Name and Address of Employer) (herein after called "the Employer") of the one part and \_\_\_\_\_ [name and address of contractor] (herein after called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute -----  
Advertised vide \_\_\_\_\_ dated \_\_\_\_\_ (herein after called "The Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement,

The documents forming the Contract shall be interpreted in the following order of priority:

- i. This Contract Agreement and the Appendices hereto.
- ii. Letter of Acceptance
- iii. Letter of Bid and the Price Schedule submitted by the Contractor.
- iv. Addendums, Corrigendum and Pre-bid clarifications to the Tender
- v. Special provisions (if any)
- vi. Particular Conditions of Contract (PCC)
- vii. General Conditions of Contract (GCC) / Conditions of Contract (CC)
- viii. Employers Requirements including scope of works, the Schedules.
- ix. Technical specification, Safety, Health & Environment Manual
- x. Design and Drawings
- xi. Any other documents pertaining to tender, issued by the Employer
- xii. Contractor's Technical Proposal

If an ambiguity or discrepancy is found in the documents, the Engineer will bring the same to the notice of the Employer and the Employer will issue necessary clarification or instruction, as per the need.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_

in the presence of:

Binding Signature of Employer

Binding Signature of Contractor \_\_\_\_\_

# **SECTION – 5**

## **GENERAL CONDITIONS OF CONTRACT**

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**G. Special Conditions of Contract**

Bi-RIDE



## **General Conditions of Contract**

### **A. General**

#### **1. Definitions:**

- 1.1 Terms which are defined in the Contract Data are not also defined in the 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. **Compensation events** are those defined in Clause No. 38 hereunder.
  - c. The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
  - d. 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 Clause 2.2 below.
  - e. The **Contract Data** defines the documents and other information which comprise the Contract.
  - f. The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
  - g. The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
  - h. The **Contract value or Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
  - i. **Days** are calendar days; months are calendar months.
  - j. A **Defect** is any part of the Works not completed in accordance with the Contract.
  - k. The **Defects liability period** is the period mentioned in the Appendix to form of tender and calculated from the Completion Date in accordance with clause of GCC.
  - l. **Drawing** means the drawings specified in or annexed to the specification.
  - m. **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
  - n. The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
  - o. The **Intended Completion Date** is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
  - p. **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works..
  - q. **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function. .
  - r. **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
  - s. 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.
  - t. A **Variation** is an instruction given by the Employer which varies the Works.
  - u. The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

## **2. Interpretation:**

- 2.1 In interpreting these 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. The Employer will provide instructions clarifying queries about the Conditions of Contract.

## **2.2 Contract Documents:**

The documents forming the Contract shall be interpreted in the following order of priority:

1) Agreement

(2) Letter of Acceptance, notice to proceed with the works Contract Agreement

- 1) Letter of Acceptance, notice to proceed with the works
- 2) Priced Bill of Quantities
- 3) Contractor's Tender
- 4) Contract Data
- 5) Conditions of Contract
- 6) Specifications
- 7) Drawings
- 8) Bill of quantities and

## **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/e-mail. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

## **7. Subcontracting:**

- 7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

## **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 employ the technical personnel (of number and qualifications) as may be stipulated by Employer 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.

9.2 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.

**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 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. Insurance:**

13.1 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 Defects Liability Period), in the amounts stated in the Contract Data:

- 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.

13.2 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.

13.3 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 payments is due, the payment of the premiums shall be a debt due.

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

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

**14. Site Investigation Reports:**

14.1 The Contractor, in preparing the tender, shall refer site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

**15. Queries about the Contract Data:**

15.1 The Employer will clarify queries on the Contract Data.

**16. Contractor to Construct the Works:**

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

**17. The Works to be completed by the Intended Completion Date:**

17.1 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 Intended Commissioning Date. The Start Date of work is the Date of Letter of Intent to Award the Contract.

**18. Approval by the Employer:**

18.1 The Contractor shall submit Specification and drawings showing the proposed Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the Works, are subject to prior approval by the Employer before their use.

**19. Safety:**

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

**20. Discoveries:**

20.1 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.

**21. Possession of the Site:**

21.1 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 Data, the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

**22. Access to the Site:**

22.1 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.

**23. Instructions:**

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

**24. Procedure for Resolution of Disputes/ Settlement of disputes:**

24.1 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.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

**B. Time Control**

**25. Program/Activity chart:**

25.1 Within the time stated in the Contract Data, 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

25.2 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 for approval. A revised Program is to show the effect of Variations and Compensation Events.

**26. Extension of the Intended Commissioning Date:**

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

26.2 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.

**27. Delays ordered by the Employer:**

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

**28. Management Meetings:**

28.1 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.

- 28.2 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.

### **C. Quality Control**

#### **29. Identifying Defects:**

- 28.3 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.

#### **30. Tests:**

- 29.5 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 does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

#### **31. Correction of Defects:**

- 30.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins after successful Commissioning and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 30.2 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.

#### **32. Uncorrected Defects:**

- 32.1 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.

### **D. Cost Control**

#### **33. Bill of Quantities (BOQ):**

- 33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work 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 as per terms & conditions of the Contract.

#### **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/Work Award so long as the work executed conforms to the approved drawings/Designs.
- 34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

**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 in 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.
- 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 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 or 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 monthly 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 and Compensation Events.
- 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 deduction for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall, **“as far as possible”** pay the Contractor within 60 days of submission of Bill. The contractor shall be liable to pay liquidated damages for shortfall in progress.

For progress beyond the agreed programme, payment is subject to availability of the grants

**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. Compensation Events:**

The following are Compensation events unless they are caused by the Contractor:

- a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
- d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- e) The effect on the Contractor of any of the Employer's Risks.
- f) The Employer unreasonably delays issuing a Certificate of Completion.
- g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

**38.2** If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

**38.3** As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

**38.4** The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

### **39. Taxes**

**39.1** The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law..

### **40. Price Adjustment:**



40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)

(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

#### **41. Liquidated damages**

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

41.2 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.

#### **42. Advance Payments:**

**42.1** The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

**42.2** The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

#### **43. Securities:**

- 43.1 The Security deposit (including Additional Security for Unbalanced Tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance to Award the Contract and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 90 days from the date of expiry of Defects Liability Period and Additional security for unbalanced tenders shall be valid until a date 90days from the date of issue of certificate of completion.

**44. Cost of Repairs:**

- 44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods 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**

**45. Completion:**

- 45.1 The Contractor shall request the Employer to issue a Certificate of Commissioning of the Works and the Employer will do so upon deciding that the Work is commissioned in all respects.

**46. TAKING OVER**

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

**47. Final Bill/Account:**

- 47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor 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 Contractors revised Final Bill/Account accordingly.

**48. As built drawings and /or Operating and Maintenance Manuals:**

- 48.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data in both hard and Soft Copy.
- ~~48.2~~ If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor-

**49. Termination:**

- 49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 49.2 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/Activity Chart and the stoppage has not been authorized by the Employer;
  - b) the Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;
  - c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- d) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;
- e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it
- f) The Contractor does not maintain a security which is required;
- g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages/Penalty can be paid as defined in the Contract data; and
- h) 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 a 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."

49.3 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 49.2 above, the Employer shall decide whether the breach is fundamental or not.

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

49.5 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.

## **50. Payment upon Termination:**

50.1 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 Contract Data. Additional Penalty 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.

50.2 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.

## **51. Property:**

51.1 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.

**52. Release from Performance:**

- 52.1 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.

Bi-RIDE

# **SECTION-5**

## **PARTICULAR ONDITIONS OF CONTRACT (SCC)**

## **F. Particular Conditions of Contract (SCC)**

<b>Description</b>	<b>Clause No.</b>	<b>Data</b>
Definitions:	1.1	<p><b>v.</b> The Employer means the Bengaluru Integrated Rail Infrastructure Development Enterprise Limited Limited (Bi-RIDE) or the person named as such in the tender document and includes the legal successors or permitted assigns of the Employer.</p> <p><b>w.</b> 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.</p> <p><b>x.</b> 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.</p> <p><b>y.</b> Letter of Acceptance means the Letter communicating to the Successful Tender the acceptance of his Tender and includes other communication modes included in the Instructions to Tenderers.</p> <p><b>z.</b> Notice to Proceed means the notice issued by the Employer to the Contractor to proceed with the works at the Site.</p> <p><b>aa.</b> 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.</p> <p><b>bb.</b> Appendix to Form of Tender is the Salient Features of contract that defines the document and other Information which comprise the Contract.</p> <p><b>cc.</b> Signed includes stamped, except in the case of acceptance of Tender or any amendment thereof.</p> <p><b>dd.</b> Contract Agreement means the document recording the terms of the Contract between the Employer and the Contractor.</p> <p><b>ee.</b> The Start Date shall be the date of Issue of Letter of Acceptance (LOA).</p>
Employer's name and address	1.1.ff	<p>Bengaluru Integrated Rail Infrastructure Development Enterprise Limited Limited (Bi-RIDE)</p> <p>Samparka Soudha, 1<sup>st</sup> Floor, Dr. Rajkumar Road</p> <p>Opposite Orion Mall, Rajajinagar 1<sup>st</sup> Block</p> <p>Bengaluru-560010</p> <p>Email: <a href="mailto:gmprocurement@Bi-RIDE.in">gmprocurement@Bi-RIDE.in</a></p>
Engineer's name and address	1.1.gg	<p>Project Director,</p> <p>General Consultant</p> <p>(EGIS-AECOM-LBCPL JV),</p> <p>#11/23, Suryadev Building,</p>

<b>Description</b>	<b>Clause No.</b>	<b>Data</b>
		Rajajinagar, 1 <sup>st</sup> Block, Bengaluru-560010.
Contract Documents:	2.2	<p>Replace para.</p> <p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <p>The priority of the documents shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) the Contract Agreement and the Appendices hereto (On appropriate Stamp Paper).</li> <li>(b) the Letter of Acceptance (LOA).</li> <li>(c) Letter of Bid and the Price Schedule Submitted by the Contractor.</li> <li>(d) Corrigendum / Addendum/ Pre-bid Clarification to the Tender.</li> <li>(e) Special Provisions (if any).</li> <li>(f) the General Conditions (GC).</li> <li>(g) the Particular Condition of Contract (PCC).</li> <li>(h) Contract Data.</li> <li>(i) the Employer's Requirements including Scope of Works, the Schedules.</li> <li>(j) Technical Specification, Safety Health &amp; Environment (SHE) Manual.</li> <li>(k) the Drawings,</li> <li>(l) Contractor's Technical Proposal</li> <li>(m) and any other reference documents pertaining to tender, submitted by the contractor.</li> </ul> <p>If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction by approval of Competent Authority</p>
Subcontracting	7	DELETED
Site Investigation Reports:	14.2	The details of site enclosed in the document are for reference purpose only. However, the bidders are advised to carry out the walk over survey/route inspection to familiarize with the work before quoting.
Queries about the Contract Data:	15	<p>Replace para.</p> <p>The Employer will clarify queries on the Contract Data on written requisition email from bidders.</p>
Approval by the Employer:	18.6	All the above required documents for approval shall be first submitted to Engineer by Contractor. Engineer, after scrutiny of the said documents shall submit to Employer for their concurrence.
Possession of the Site	21.2	<p>The Construction Right of Access will be handed over as below:</p> <ol style="list-style-type: none"> <li>1. Railway Land: within 15 (Fifteen) days from the commencement date.</li> <li>2. Other Govt. land and Private Land: Will be given progressively in line with the requirement of the approved contractor programme.</li> </ol>

Description	Clause No.	Data
		<p>Such right and possession may not be exclusive to the Contractor. The Contractor will draw / modify the schedule for completion of Works according to progressive possession / right of such sites.</p> <p>If the Contractor suffers delay from failure on the part of the Employer to grant right of access to, or possession of the Site, the Contractor shall give notice to the Engineer in a period of 28 days of such occurrence.</p> <p>After receipt of such notice the Engineer shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly.</p> <p>For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time Sub-Clause 8.4 [Extension of Time for Completion] and no monetary claims whatsoever shall be paid or entertained on this account.</p> <p>The Engineer reserves the right to make each site available to the Contractor any time before or after the Access Dates. The Engineer will notify the Contractor of the actual Access Dates in advance for each part of the works. This Notice will specify the area to which it refers is accessible and in a sufficient state of completion to permit the Contractor to begin installation and testing therein. It shall not imply that the Contractor will enjoy exclusive use of the area or that the work of other Contractor's therein is complete. The Contractor shall begin installation in each area by the actual Access Date and shall complete all installation and testing in each area by the relevant Key Date (If any).</p> <p>Notwithstanding the actual Access Date, whether before or after the stipulated Access Dates, the Employer shall not accept any increase in cost to the Employer.</p>
Delays ordered by the Employer:	27.2	No monetary claims whatsoever shall be paid to the Contractor or entertained on account of delay.
Inspections and Tests	30	<p>30.2 In case equipment/material fails in the type tests during testing then the testing charges paid by the Bidder to the laboratory will not be reimbursed by Bi-RIDE.</p> <p>30.3 The above clause is applicable for all the equipment's /materials, in case, the Type Test/Special Tests, are repeated at the instance of Bi-RIDE</p> <p>Inspections and tests at final acceptance are as follows:</p> <p>(1) 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.</p>



Description	Clause No.	Data
		<p>(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 Warks should occur.</p> <p>(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.</p> <p><b>Materials and Samples</b></p> <p>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.</p> <p>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. <a href="http://www.bis.org.in">www.bis.org.in</a> and as specified in 'Karnataka Building Specifications (KBS)', 'Karnataka Roads &amp; Bridges Specifications (KRBS)' and 'Karnataka Public Works Ports and Inland Water Transport Department (KPWP&amp;IWTD)', Bangalore Circle. In case of any difference / discrepancy on the above, the condition in the interest of Bi-RID Eshall prevail.</p>
Compensation Events:	38	DELETED
Taxes and Duties (GCC Clause 39)	39	<p>Replace</p> <p>Add clause below:</p> <p>39.1 The Contract price shall be inclusive of Cess (including labour cess charges) and duties under applicable law but exclusive of CGST and SGST. Bi-RIDE shall pay the output CGST and SGST as invoiced by the contractor to Bi-RIDE</p> <p>39.2 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 Bi-RIDE 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</p>

Description	Clause No.	Data
		<p>39.3 The Contract Price shall be inclusive of all charges of insurance, transportation up to destination handling, installation, royalties &amp; 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.</p> <p>39.4 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.</p> <p>39.5 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</p> <p>39.6 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"</p>
Price Adjustment:	40	DELETED
Advance Payments:	42	DELETED
Security Deposit	43.2	<p>Security Deposit money equal to 10 percent of the amount due to the Contractor in IPC's/ Running bills from time to time will be retained, so as to maintain a reserve in the hands of the Employer equal to 5 percent of the Contract Price. If the Contractor submits the Bank Guarantee of 5% of Contract Price then the Security deposit shall not be deducted and the validity of the BG shall be till Defect liability period.</p>
TAKING OVER AND PRE-COMMISSIONING TESTS:	46	<p><b>46.2 Pre-Commissioning Tests:</b> On Completion, entire work shall be inspected jointly by the Employer or his duly authorised Representative and the Contractor for correctness and Completeness of Installation and acceptability for Charging leading to initial Pre - Commissioning. The Pre - Commissioning tests shall be as per the technical specification and relevant standards. The Contractor's Commissioning Engineers, specifically identified as far as possible, shall be responsible for carrying out all the Pre-Commissioning checks. On Completion of inspection, checking and after the Pre-Commissioning Tests are satisfactorily.</p> <p><b>46.3 Rejection:</b> 46.3.1 The Employer will reject any Material/Equipment supplied by the Contractor if, during Tests, or Service, any of the following conditions arise when the provisions under the relevant Clause of the Conditions of Contract shall immediately become applicable:</p>

Description	Clause No.	Data
		<p>1) Material/Equipment, including its Components, are proved to have been manufactured not in accordance with the agreed Specifications.</p> <p>2) Material/Equipment fails on any Test indicated in the Technical Specification.</p> <p>46.3.2 The Employer reserves the right to retain the rejected Equipment and take it into service until the Bidder replaces, at no extra Cost to the Employer, the defective Material by a new Material. Alternately the Bidder shall Repair or Replace the Equipment within a reasonable period to the satisfaction of the Employer at no extra Cost to the Employer. Till the equipments are replaced, the performance bank guarantee will not be released by the Employer.</p> <p><b>46.4 TAKING OVER:</b></p> <p>When the whole of the Works have been completed and upon successful Completion of all the Tests to be performed at Site on Equipments/Materials furnished by Employer/Contractor and erected by the Contractor prescribed in the Contract, to the satisfaction of the Engineer, the Engineer shall issue to the Contractor a "Taking Over Certificate", as proof of the Final acceptance of the Substation and Transmission Lines. Such Certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the Substation and Transmission Lines. Such Certificate shall not relieve the Contractor of any of his obligations which, otherwise become due, by the Terms and Conditions of the Contract, after issuance of such Certificate. The Contractor shall give an Undertaking to finish with due expedition any outstanding Work during the Warranty Period.</p> <p>The Contractor shall hand over the following Documents in 3 sets, duly sealed &amp; signed by authorized representative at the time of handing over the Substation and Transmission Lines to the Engineer for reference and Records in hard bound form:</p> <ol style="list-style-type: none"> <li>The detailed as-built Drawings of the work.</li> <li>Pre commissioning test reports.</li> <li>Guarantee Certificates.</li> <li>Test Reports.</li> <li>Operation &amp; Maintenance Manual.</li> </ol>
Termination:	49.2b & 49.2d	DELETED
Termination	49.2K	On termination of contract due to Contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently

Description	Clause No.	Data
		<p>without risk and cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work.</p> <p>In case the contractor fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress, the Employer at its sole discretion may terminate only part of the contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of open/limited/single tender or by calling quotations, to do so at the risk and cost of the Contractor.”</p>
INDEMNITY BOND:	New Clause 53	<p>It will be the responsibility of the Contractor to take Delivery, Unload and Store all the Material/ Equipments. The Contractor shall execute an Indemnity Bond as per the Proforma enclosed in favour of the Owner against Loss, Damage and any Risks involved for the full value of these Materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the Supplies and shall be valid till the Scheduled Date of Testing, Commissioning and handing over of the Work to the Engineer.</p>
Patent Rights	New Clause 54	<p>The Contractor shall indemnify the Employer against al, third party claims or infringement of intellectual Property rights of patent, trademark of Industrial design rights arising from use of the materials or design or data or any part thereof in India.</p>
Engineer's Duties and Authority	New Clause 55	<p>The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.</p> <p>The Engineer shall have no authority to amend the Contract.</p> <p>The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer. However, whenever the Engineer exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.</p> <p>Except as otherwise stated in these Conditions:</p> <p>(a) Whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;</p> <p>(b) The Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;</p>

Description	Clause No.	Data
		<p>(a) Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and</p> <p>(b) Any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.</p> <p>The following provisions shall apply:</p> <p>The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <p>(a) Sub-Clause 34.1: agreeing or determining an extension of time and/or additional cost;</p> <p>(b) Sub-Clause 34.1: instructing a Variation, except;</p> <p>(i) In an emergency situation as determined by the Engineer, or</p> <p>(ii) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data;</p> <p>(c) Sub-Clause 34.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 34.1 or 34.2;</p> <p>(d) Sub-Clause 34.4: Specifying the amount payable in each of the applicable currencies</p> <p>Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 34 and shall notify the Contractor accordingly, with a copy to the Employer</p>
Delegation by the Engineer	New Clause 56	<p>The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with instructions of Employer,</p> <p>Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the</p>

Description	Clause No.	Data
		<p>Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:</p> <p>(a) Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;</p> <p>If the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.</p>
Instructions of the Engineer	New Clause 57	<p>The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 34 [Variations] shall apply.</p> <p>The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:</p> <p>(a) Gives an oral instruction;</p> <p>(b) Receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction; and</p> <p>(c) Does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation;</p> <p>then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).</p>
Determinations	New Clause 58	<p>Whenever these Conditions provide that the Engineer shall proceed in accordance with instructions of employer to agree or determine any matter, the Engineer shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.</p> <p>The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars, within 28 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].</p>

<b>Description</b>	<b>Clause No.</b>	<b>Data</b>
Engineer's Decision:	New Clause 59	<p>In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the Certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.</p> <p>If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.</p> <p>It is the intent of the Agreement that there shall be no delay in the execution of the Works and the decision of the Engineer as rendered shall be promptly observed.</p> <p>Engineer shall obtain the approval of Employer in all the matters which had the financial and Time line implication before advising Contractor</p>
Liability for Accidents and Damages:	New Clause 60	Under the Contract, the Contractor shall be responsible for loss or Damage to the Plant / Structures until the successful Completion of Commissioning as defined elsewhere in the Bid Document.
Force Majeure	New Clause 61	<p>The contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination of default, if and to the extent that, its delay in performance or other failure to obligations under the contract is the result of an event of Force Majeure.</p> <p>For purpose of this Clause, force Majeure means an event beyond the control of the Contractor and not involving the Contractors 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, ware or revolutions, fires, floods, epidemics, quarantine.</p> <p>If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition 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.</p>
The Courts of Jurisdiction	New Clause 62	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.
Arbitration and Conciliation	New Clause 63	<p>Disputes shall be settled through two stages:</p> <ol style="list-style-type: none"> <li>1. Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" (as amended from time to time) and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;</li> <li>2. Arbitration procedures undertaken as provided by</li> </ol>

Description	Clause No.	Data
		<p>"Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:</p> <p>a) if the contract is awarded to a foreign company (not incorporated and registered in India) international arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of arbitration, by one or more arbitration in accordance with said arbitration rules. The place of arbitration shall be Bengaluru, and the arbitration shall be conducted in English.</p> <p>b) if the Contract is awarded to a domestic company (incorporated and registered in India), arbitration with proceedings conducted in accordance with the laws of India including Arbitration and Conciliation Act, 1996 of India. The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language]."</p> <p>The arbitration and conciliation shall proceed in accordance with Annexure A</p>
Suspension of Work on Account of Arbitration	New Clause 64	<p>The reference to Conciliation / Arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.</p>
Performance Security/security Deposit	New Clause 65	<p>The performance security will be in the form of a Bank guarantee of the amount(s) at 3% (three percent) of the Accepted Contract Price and in the same currency (ies) of the Accepted Contract Price, issued from scheduled commercial bank of Indian or Foreign origin (Except Cooperative Bank) having business office in India.</p>
Production of Vouchers (New Clause)	New Clause 66	<p>Production of Vouchers</p> <p>The Contractor shall, whenever required by the Engineer produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the parties.</p> <p>If any part or item of the Work is allowed to be carried out by a Sub-Contractor, assignee or any subsidiary or allied firm, the</p>



Description	Clause No.	Data
		Engineer shall have power to secure the books of such Sub-Contractor, assignee or any subsidiary or allied firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders
Labour:	New Clause 67	<p>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.</p> <p>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.</p>
Compliance with Labour Regulations:	New Clause 68	<p>During continuance of the contract, the Contractor 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.</p> <p>The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.</p>
Protection of Environment:	New Clause 69	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 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

<b>Description</b>	<b>Clause No.</b>	<b>Data</b>
		passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.
Commencement of Work	New clause 70	Commencement of work is from the date of issue of NTP (Notice To Proceed).
Period of Completion	New clause 71	The period of completion of the work is 12 months from the date of NTP.

Bi-RIDE

## **Annexure A**

### **Arbitration & Conciliation Procedure**

**1. No Legal action till Dispute Settlement Procedure is exhausted.**

Any and all Disputes shall be settled in accordance with the provisions of Dispute Resolution Clause. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute Resolution Procedures shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

**2. Notice of Dispute**

For the purpose of this Sub-Clause, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 30 days after the date of completion of Contract.

**3. Two Stages for Dispute Resolution**

Disputes shall be settled through two stages:

- a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this clause. In the event this procedure fails to resolve the Dispute then;
- b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this clause.

**4. Conciliation**

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

**5. Conciliation procedure**

The Employer shall maintain a panel of Conciliators, who shall be from serving or retired Engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. There will be no objection if conciliator so nominated is a serving employee of the Employer who would be Deputy HOD level officer and above. The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator

to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, then may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipts of notice by the Conciliator.

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

**6. Termination of Conciliation proceedings**

The conciliation proceedings shall be terminated:

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

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

**7. Arbitration**

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of or relating to construction/ manufacture, measuring operation or effect of the License Agreement or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a) Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the employer, shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, Bengaluru Integrated Rail Infrastructure Development Enterprise Limited Limited, Bangalore (MD/Bi-RIDE).
- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

8. **Number of Arbitrations: The Arbitral Tribunal shall consist of:**

- i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed ₹ 3.00 crores;
- ii) 3 (Three) Arbitrators in all other cases.

9. **Procedure for Appointment of Arbitrators: The Arbitrators shall be appointed as per following procedure:**

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/ Bi-RIDE, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of panel of arbitrators by Bi-RIDE then MD/Bi-RIDE shall appoint anyone Arbitrator from the panel of 03 Arbitrator as Sole Arbitrator.
- ii) In case of 03 Arbitrators:
  - a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/BI-RIDE, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.
  - b) Employer will decide the second Arbitrator. MD/Bi-RIDE shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Contractor, within 30 days from the receipt of the consent for one name of the Arbitrator from the Contractor. In case the Contractor fails to give his consent within 30 days of dispatch of the request of the Employer then MD/Bi-RIDE shall nominate both the Arbitrators from the panel.
  - c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Contractor of from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director/BI-RIDE, Bangalore.
  - d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his / their office/ offices or is / are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/Bi-RIDE fails to act without undue delay, the MD/Bi-RIDE shall appoint new Arbitrator/ Arbitrators to act in his/ their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii) (c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
  - e) The Employer at the time of offering the panel of Arbitrator (s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor.

Qualification and Experience of Arbitrators (to be appointed as per sub-clause above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be; a Working/ Retired Officer (not below E-7 grade in a PSU with which the Employer has no business relationship) of any discipline of Engineering or Accounts/ Finance Department, having experience in Contract Management;

Or

A Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in Bi-RIDE or a PSU with which the Employer has a business relationship) of any Engineering discipline or Accounts/ Finance Department, having experience in Contract Management or Retired Judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Conciliator for the purpose of obtaining his decision. No decision given by the Conciliator in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence.

It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

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

Arbitration proceedings shall be held at Bangalore, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All Arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model time scheduled for conduct of Arbitration proceedings in a period of 180 days/365 days will be made available to Arbitral Tribunal for their guidance (180 days is for fast track Arbitration and 365 days for other Arbitrations). Both the parties should endeavor to adhere to time scheduled for early finalization of Award.

The Award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members

of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award party may apply to tribunal within 60 days of receipt of

award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

10. **Interest on Arbitration Award**

Where the arbitral award is for the payment of money, interest @ 15% per annum (as per latest guidelines/amendments) shall be payable on whole or any part of the money for the period it is accrued, till the date on which the award is made.

11. **Cost of Conciliation/ Arbitration**

The fees and other charges of the Conciliator/ Arbitrators shall be as per the scales fixed by the Employer from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the Employer or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself. The latest scale of fee & other charges shall be fixed by Bi-RIDE.

12. **Jurisdiction of Courts**

Where recourse to a Court is to be made in respect of any matter, the Court at Bangalore shall have the exclusive jurisdiction to try all disputes between the parties.

# **SECTION – 6**

## **CONTRACT DATA**



## **Section 6**

### **CONTRACT DATA**

The Contractor shall prepare and submit their detailed Programme of Work upon receipt of communication by the employer for commencement of work against approved estimate of BESCOM/BBMP/GBA so as to achieve key dates of various activities on time. The Contractor shall complete the work in a phased manner by fixing priorities to different stretches of work to give access to the other interfacing contractors as per the requirement of project from time to time and as per the key dates (milestones) indicated below:

#### **MILESTONE DATES**

**Physical work to be completed as per milestones.**

<b>Key Dates</b>	<b>Description of stage</b>	<b>Period from the date of commencement</b>	<b>Liquidity Damages for non- achieving the key dates</b>
KD-1	Joint inspection of site/locations along with Bi-RIDE/GC officials.	D+15 days	Rs. 1,000 per day
KD-2	Processing of case papers for consent of modification of BESCOM power lines.	D+30 days	Rs. 1,000 per day
KD-3	Approved Material Procurement/Road cutting	D+90 days	Rs. 2,000 per day
KD -4	Material Inspection	D+120 days	Rs. 1,000 per day
KD-5	Start modification work	D+135 days	Rs. 1,000 per day
KD-6	Completion of modification work	D+315 days	Rs. 1,000 per day
KD-7	Arranging EIG inspection wherever required.	D+335	Rs. 1,000 per day
KD-8	Obtaining EIG approval and charging of power line and handing over of assets and released materials to BESCOM authorities	365	Rs. 2,000 per day

**Note:**

D- Date of Notice to Proceed.

If the successful contractor has not achieved key date of KD-1 to KD-6 but achieved Key dates of KD-8, then the penalty for KD-1 to KD-7 will be waived off.

These penalties shall not relieve the Contractor from his obligation to complete the works or from any other obligations and liabilities under this Contract.

**PRICE ADJUSTMENT:**

**CHANGE IN COSTS - PRICE ADJUSTMENT**

**PRICE ADJUSTMENT CLAUSE FOR WORKS CONTRACTS -DELETED**

**The liquidated damages for the whole of the works are.**

The liquidity damages for each Key date/milestone have been indicated at Annexure-1 of Works/Employers requirement section for not achieving the Key Date/ Milestone for each Day. The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price: [GCC 41]

For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also. that the total amount of liquidated damages under this condition shall not exceed 10% of the contract value or of the total value of the item or groups of items of work for which a separated distinct completion period is specified in the contract.

Sl.no	Damage & Delay	Rate of penalty
1	For delay in achieving physical/Financial target as per the agreed program	0.01% of contract value for each week or part of the week.

Sl.no	Duration of extension of time under Clause 41 of GCC	Rate of Penalty
1	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 41 of GCC	As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week
2	Above Twenty percent but up to Thirty percent of original period of completion including period of extension of DOC granted under Section 41 of GCC	0.20% of contract value for each week or part of the week
3	Above Thirty percent but up to Forty percent of original period of completion including period of extension of DOC granted under Section 41 of GCC	0.30% of contract value for each week or part of the week
4	Above Forty percent of original period of completion including period of extension of DOC granted under Section 41 of GCC	0.50% of contract value for each week or part of the week

Provided further, that if the employer is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the employer shall be entitled without prejudice to any other right or remedy available in that behalf.

The amounts of the advance payment are: [GCC 42]

Nature of Advance	Amount Rs.	Conditions to be fulfilled
Mobilization	5% of the contract price (In Two Installments)	On submission of unconditional bank guarantee (further details are in Particular conditions of contract)

(The advance payment will be paid to the contractor no later than 30 days after fulfillment of the above condition.)

Repayment of advance payment for mobilization:

The recovery of the Mobilization and Plant and Machinery Advances shall be made from each bill in equal monthly instalments commencing after 15% of contract value is billed and recovery to be completed within 85% of the contract value and the recovery shall be made at the rate 10% of the amount the Interim payment certificate until such time as loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

The date by which “as-erected” drawings (in suitable scale) in 5 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. [GCC 48]

The amount to be withheld for failing to supply “as erected” drawings Rs 25,000 for each location

The following events shall also be fundamental breach of the contract: [GCC 49.2] The contractor has contravened Sub-clause 7.1 and Clause 9 of Condition of contract.

The percentage to apply to the value of the work not completed representing the Employer's 30% [GCC 50.1]

Jurisdiction of Courts: Jurisdiction of Courts is Bengaluru, Karnataka

**SECTION 7A**

**EMPLOYER'S REQUIREMENT – GENERAL  
INFORMATION AND SCOPE OF WORK**

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## Section 7A

### WORKS/EMPLOYER'S REQUIREMENTS

#### GENERAL INFORMATION & SCOPE OF WORK

##### Brief Scope

NAME OF WORK: **“Shifting of Electrical Utilities infringing proposed BSRP Corridor -2 (Section – 3) of Bengaluru Suburban Rail Project between Lottogollahalli (LOGH) – Yeshwanthpur (Yard) of Chikkabanavara to Benniganahalli Section”**

The scope of work for this tender involves the supply, installation, testing and commissioning/ shifting of electrical utilities that are infringing the various corridors of the Bengaluru Sub Urban Rail Project (BSRP). The work must be executed following the norms and guidelines of IR, BESCOM, KPTCL and BBMP/GBA, in accordance with the approved estimates/ work orders, on percentage basis.

##### Key tasks include:

- Shifting/modification of existing electrical infrastructure(s) such as overhead line(s), power line crossing(s), street lights, RMUs, transformer(s), and underground (UG) cable(s) etc., that are infringing the BSRP corridors.
- Conducting site survey along with officials of the employer and IR, BESCOM/KPTCL/BBMP/GBA etc., wherever required.
- Obtaining approval from engineer / employer prior to procurement of approved Materials for each work.
- Coordinating with BESCOM, KPTCL, and BBMP/GBA for obtaining necessary estimate(s)/ revised estimates/ work order(s)/Road cutting approval(s)/ line clear permit to ensure proper execution and completion of the work to their satisfaction.
- Ensuring that the installations are handed over to IR, BESCOM/KPTCL/BBMP/GBA upon completion of work duly submitting the acknowledgement to the employer.
- Obtaining necessary statutory permissions from local authorities viz., IR, BESCOM, KPTCL, EIG, BBMP/GBA, BDA, and GAIL etc., before/after execution of work whichever is necessary.
- Executing the work with utmost care to prevent any damage to existing utilities like gas pipelines, water pipelines, sewage lines, and the existing road infrastructure. Damages shall be made good by the successful tenderer on his own cost.
- Ensuring the safety of workmen and road users during the execution of work.

## **EMPLOYERS REQUIREMENT - SCOPE OF WORK**

### **1. OBJECTIVE**

The tendered work is part of the Bengaluru Suburban Rail Project of various corridors. It is proposed to shift/modify the power lines/ street lights which are infringing to proposed Corridor -1 of Bengaluru Suburban Rail Project. The shifting/modification work is located in various corridors of Bi-RIDE and it can be started immediately hence the construction works of corridors-1,2,4 is already started.

The objective of the contract is to shift/modify the existing infringing utilities to facilitate smooth execution of works as stipulated in the contract. In full recognition of this objective, and with full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the execution of the Works. The general and specific requirements of the employer are detailed out in this document for understanding of the bidders and for mandatory compliance by the successful bidder/contractor. The Employer's requirements have been divided into different sections / sub-heads for convenience only. They do not restrict any cross-references. The Contractor shall take into account inter-relations between various parts of work. No claim shall be entertained on account of compartmental interpretations.

### **2. RELEVANT DOCUMENTS**

The Engineer shall issue drawings to the Contractor for the execution of works in accordance with the agreed terms and conditions of the Contract Agreement.

The following Documents shall be referred in conjunction with each other by the Contractor for construction work as these are mutually complimentary to each other:

- a) Drawings issued by the Engineer.
- b) Employer's Requirements as part of Contract
- c) Technical Specifications and explanatory notes to the BOQ, as part of Contract
- d) Bill of Quantities as part of Contract
- e) Indian and International Standards referenced therein.
- f) The schedules and any other documents forming part of the Contract.

The Contractor shall always seek advice from the Engineer in the event of conflicts among above cited documents. In case of conflict, the Engineer's decision shall be final and binding.

### **3. GENERAL**

The project site is located in Bengaluru City. The tendered work is associated with all Corridors of Bengaluru Suburban Rail Project. The scope of work includes shifting of electrical utilities which are infringing the proposed all Corridors of Bengaluru Suburban Rail Project.

#### **Availability of Land: DELETED**

Bidders should inspect the alignment before submission of bid and assess the scope and its associated work. It is the responsibility of the contractor to thoroughly examine the site of work and all constraints before submitting the bid(s).

- i. Before carrying out the work at site, necessary permissions from various local agencies / Railway authorities / road authorities such as SWR, BBMP/GBA, BESCO, PWD, GAIL, Traffic Police etc., shall be required to be obtained by the contractor. The Employer shall assist only by way of issue of necessary support letters.
- ii. Any services affected by the works must be temporarily supported by the contractor. The work of temporarily supporting and protecting the public utility, services during execution of the works shall be deemed to be part of the contract.

- iii. The contractor shall take all precautions for safeguarding the environment during the course of the construction of the works. He shall abide by all laws, rules and regulations in force governing pollution and environmental protection that are applicable in the area where the works are situated. The contractor must take all necessary steps to fix specially dust nuisance during the construction of the works.
- iv. The levels, measurements and other information concerning the existing site as shown on the drawings are believed to be correct, but the contractor should verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever will be entertained on account of any error or omission in the levels or strata turning out different during execution from what is shown on the drawings.
- v. **DELETED**
- vi. The preliminary works such as site clearance, barricading, trail trenching etc., wherever required, shall be taken up simultaneously along with mobilization activities.
- vii. **DELETED**
- viii. The contractor shall at all-time carryout the work on either side of existing IR tracks/ highway/road/service road in a manner creating least interference to the flow of traffic. The contractor shall take prior approval of the Engineer and traffic police regarding traffic arrangements and diversion of traffic during construction.
- ix. All temporary traffic diversion works, which will be required for the smooth flow of running traffic in order to carry out the works without any interruption including all safety precautions, signage, barricading, emergency lighting, traffic marshals, look-out men / watchmen etc.; shall be carried out. The permanent traffic diversions shall be carried out in consultation with traffic police. Contractor has to provide traffic diversion proposals, traffic marshals, cones, traffic diversion boards etc., as desired by Traffic Police.
- x. **DELETED**
- xi. **DELETED**
- xii. **DELETED**
- xiii. Restoration of Road and allied works immediately after completion of work up to road level or as per instructions of Engineer.
  - xiv. **DELETED**
  - xv. **DELETED**
  - xvi. **DELETED**
  - xvii. **DELETED**
- xviii. The CONSTRUCTION PROGRAMME AND PROJECT MONITORING is to be given as mentioned in General Conditions of Contract.
  - xix. **DELETED**
- xx. Maintaining and keeping the Existing Railway banks, structures and adjacent roads clean in the area of work and where construction machineries ply.
- xxi. Measures to minimize water, air and noise pollution;
- xxii. All aspects of quality assurance, including testing of materials and other components of the work, as specified and as directed;
- xxiii. **DELETED**
- xxiv. Clearing of site and handing over of all the Works, as specified or as directed



- xxv. Maintenance of the completed Work during the maintenance period as directed;
- xxvi. Submission of completion (i.e., 'As-Built') drawings and other related documents as specified; and
- xxvii. The contractor shall not display any name-board for the works without the written permission of the engineer.
- xxviii. No labor camp shall be allowed at work site or any unauthorized place.

#### **4. OBTAINING CLEARANCES/CERTIFICATES FROM AUTHORITIES**

The contractor shall arrange well in advance stage wise as may be required, submission of all the required documents and drawings for approval from other authorities and installation of the works and their inspection and obtain approval/completion certificates with respect to his work as required for use and connection of the utilities and occupation from the Statutory Authorities. The Contractor shall obtain and deliver to the Engineer, on completion of the works, the final Inspection Report and approval from the Authorities.

#### **5. INTER COMMUNICATION FACILITIES**

Telephone and fax services are available at Bengaluru. Should the Contractor wish to use Radio communication on the site, the Employer will recommend to the appropriate authority the application for allocation of radio frequencies to the Contractor

#### **6. SITE INFORMATION-**

The project site is located in and around Bengaluru City. Bengaluru is well connected to other parts of the country by Road, Rail and Air. It has an international Airport.

#### **7. RESTRICTIONS IN WORKING**

It has to be noted by the Bidder that,

- a. The various items of construction work have to be carried out in narrow roads / streets of Bengaluru city/Beside/across/Parallel to the existing railway line where there are buildings adjacent to the road/track and railway traffic may be heavy.
- b. There are restrictions for movement of trucks and heavy vehicles (ex: trailers) carrying construction materials, cleaning during the day hours on some roads.
- c. There are some one-way roads where traffic can't move in both directions.
- d. Generally, at least two lanes of traffic in both directions have to be kept while the works are on, including foundation works.
- e. Execution of works will have to be planned in such a manner that they do not obstruct or interfere with the existing roads; railways tracks and other utilities.
- f. Where work is required to be carried out at locations adjacent to such Existing IR tracks, roads, utilities, structures, monuments, religious structures, etc., suitable safety and protection arrangements will have to be ensured. Nothing extra will be payable on these accounts. It should also be ensured that no damage is caused to any such element and Engineer/ Employer shall be indemnified against such damage at no extra cost.

#### **8. GENERAL CLIMATIC CONDITIONS**

Bengaluru is located in meridians of 12° N latitude and 77°3' E Longitude, spread over an area of 531 sqm km. located at an altitude of 900m, Bengaluru boasts of delightful weather around the year registering maximum temperature of 34° centigrade in summer and minimum temperature of 14° centigrade in winter. Bengaluru receives both the Southwest and Northeast Monsoons, getting an annual average rainfall of 760 mm, generally during the months of May to September/October. Bengaluru falls in Seismic Zone II.

## **9. WORK CONTENT**

### **9.1 Brief Scope**

The proposed work is in connection with the shifting of electrical utilities infringing proposed Corridors of Bengaluru Suburban Rail Project.

- i. Works to be performed shall also include all general works and works of any kind necessary for the due and satisfactory construction, completion and maintenance of the works to the intent and meaning of the drawings adopted and technical specifications, to best Engineering standards and orders that may be issued by the Engineer from time to time, compliance by the agency with all as per Contract document.
- ii. Supply of all materials, apparatus, plant, equipment, tools, fuel, water, transport, offices, stores, workshop, staff, labor and the provision of proper and sufficient protective works, diversion, temporary fencing, lighting and watching required for the safety of the public and protection of works on adjoining land; first-aid equipment, accommodation and sanitation for the staff and workmen, effecting and maintenance of all insurances, the payment of all wages, salaries, provident fund, fees, royalties, duties or the other charges arising out of the erection of works and the regular clearance of rubbish, clearing up, leaving the site perfect and tidy on completion.
- iii. The work to be constructed and maintained as per approved estimate, Technical Specification, relevant Codes, and specifications of IR, IS, CPWD, KPWD, BESCOM, BBMP drawings, best engineering practices and/or as directed by the Engineer.

#### **Document Submitted during Construction Stage by Contractor**

1. Construction and Installation activity Plan;
2. Factory acceptance test certificates for equipment;
3. Operation and maintenance manuals covering, installation, operation and maintenance instruction of all equipment;
4. Records and drawings of equipment to be installed;
5. Inter connection drawings;
6. Site test report of equipment;
7. Earthing and bonding plans;
8. Joint Inspection test report with the Indian Railways
9. Testing and commissioning documents, as required by the Engineer.
10. Drawings for Layout Plan (LOP), Cross Sectional Drawing (CSD), Structure Erection drawing (SED), sectioning diagram, General Power supply drawings, Station working rules and station working diagrams.
11. Contractor shall maintain site register, hindrance register, inspection register and to get certified from the engineer-in-charge.
12. Insurance certificate that stores has been insured
13. Labour insurance certificate.

The drawings and documents to be submitted for each stage of construction shall be proposed to the Engineer for his approval and subsequently used for construction. The above is not an exhaustive list covering all the works to be done under this Tender. Major works only have been listed for guidance.

### **9.2 The Scope of Civil & Structural works - DELETED**

### 9.3 Civil Formation- DELETED

### 9.4 Special stipulations/features

#### **Civil Work - DELETED**

#### 9.4.6 **Power & Traffic Block**

- (i) Track occupation may be granted at any time during day or night to suit convenience of traffic operations and will ordinarily be granted over a distance covered by one or two consecutive block sections. Work trains will normally be allowed to take advantage of block shadows. Normally the total duration of block on any section will be maximum of 1.5 to 2.5 hours at a stretch in a day, once or more than once. Block provided may be utilized for one or more work trains or track Lorries or ladder trolleys to suit convenience of work.
- (ii) Blocks will not ordinarily be given for laying the feeders except where crossing of track is involved, which will have to be laid manually in general.
- (iii) Any traffic / power blocks, temporary speed restrictions and caution orders required in connection with execution of works by the contractor, shall be got sanctioned from the Railway authorities well in advance, through the Engineer. The Railways may sanction the same for specific sites within the overall recovery time available in the Railway time table. The contractor shall have to schedule his program according to the convenience of the Railways. No claim from the contractor for any delay / inconvenience / loss on this account shall be entertained by the Employer / Engineer.
- (iv) The contractor shall undertake the work involving Railway track, Railway Electrification installations in co-ordination with the Engineer and Railways in accordance with the program of work. Where traffic / power blocks are involved, the Contractor shall ensure that interruption to Railway operations, if any, is kept to the bare minimum level.
- (v) In order to minimize blocking of the track for work/material trains, the contractor shall consider the working conditions on the section and assess use of alternative method of construction on a part or whole of the work. He should submit clear proposal along with financial implication if any to the purchaser for such special method of saving of blocks that could be obtained along with reduction / redundancy of the facilities being provided by the Railway / K RIDE.
- (vi) The protection required for block working i.e., flagmen, flags etc. shall be provided by the contractor. Competency for the above shall, however, be given by the Railway authority. Protection of track by banner flags etc. shall be done in accordance with General Rules of Indian Railway and Subsidiary Rules of the concerned zonal Railway where work is being carried out. Contractor shall provide Safety helmet, Safety belt and Safety Shoes to their staff while working at site.
- (vii) In case of theft/breakdown, the contractor shall restore the traffic in minimum possible time. Failure to do so shall attract suitable penalty.

#### 9.4.7 **Provisional Acceptance**

- i) Immediately after completion of works/such part of works, the Contractor shall certify and advise the Engineer in writing that the works are (i) complete (ii) ready for satisfactory commercial service and (iii) ready to be handed over. He will also place at the disposal of the Engineer the required staff for checking it and putting it into operation.
- ii) The test or tests as stipulated in approved Technical Specifications shall be carried out jointly by the Railway / Engineer and the contractor within a month after the receipt of the Contractor's notification as stated in sub-Para above.
- iii) The provisions contained in the relevant GCC clause shall be followed for taking over of the installations.

#### 9.4.8 **Use of Rejected/Sub Standard Items/ Equipment**

In the event of such rejection as aforesaid, the Engineer shall, without prejudice to his other rights and remedies and in particular without prejudice to his rights under the clause just preceding, be entitled to the use of the rejected/substandard equipment/item for a time reasonably sufficient to enable him to obtain other replacement. During such period, if the rejected/substandard equipment/item is used commercially the Contractor shall not be entitled to the payment on energization until such rejected equipment is rectified and/or replaced, but the Engineer shall not be entitled to claim any damages arising out of rejected/ substandard equipment/item in respect of such period.

#### 9.4.9 **Guarantee**

- (i) The Contractor shall guarantee satisfactory working of the installations erected by him, for a period of 12 (Twelve) months from the date of commercial operation or from the date of Provisional Acceptance by the Engineer whichever is earlier. The guarantee for spares (if any) should be coincident with the guarantee for erected equipment. The provisions contained in the relevant GCC clause shall be followed for rectification of defects.
- (ii) During the defect liability period the Contractor shall keep available an experienced engineer and necessary equipment to attend to any defective installations resulting from defective erection and / or defects in the equipment supplied by the Contractor. The Contractor shall bear the cost of all modifications, additions or substitutions that may be considered necessary due to faulty materials, design or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer/Employer.
- (iii) During the defect liability period the Contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-contractor whether arising from faulty design, materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the contractor if so required by him at his (Contractor's) own expenses. In case of type defects in Contractor's equipment and components detected during guarantee period, Contractor should replace all such items irrespective of the fact whether all such items have failed or not. The contractor shall bear the cost of repairs carried out on his behalf by the Engineer at site. In such a case, the Contractor shall be informed about the works proposed to be carried out by the Engineer/Employer.
- (iv) If it becomes necessary for the Contractor to replace or renew any defective portion of the equipment under the Para aforesaid then the provision of the said Para shall also apply to the portions of the equipment so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above-mentioned period whichever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the Engineer or his nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period, the Engineer may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Engineer may have against the Contractor in respect of such defects or faults.
- (v) The repaired or renewed parts shall be delivered and erected on site free of charge to the satisfaction of Engineer/Employer.

#### 9.4.10 **Accountably and disposal of released materials**

- (i) The Contractor shall liaison with the Engineer to finalize the procedure for taking over of the whole or part of the section and for disposal of the released materials.
- (ii) All released materials shall be handed over to concerned ESCOM Store and payment of transportation for handing over of materials to ESCOM Stores shall be borne by the contractor. Acknowledgement from ESCOM for the same shall be submitted to Engineer/Employer.

- (iii) The material released on account of modifications/alterations shall be accounted by the contractor in the presence of the ESCOM/Engineer/Employer Representative, except for the material permitted to be re-used by the Engineer.
- (iv) If there are any shortages during final reconciliation, their cost will be recovered by the Purchaser from the Contractor at the prices inclusive of all charges as specified in note below: -

If any shortfall of material is noticed at the time of completion of the work, the contractor shall be liable to pay for the shortfall as per book rate or the last purchase rate or the prevailing market rate, whichever is higher, plus 2% on account of incidental charges together with supervision charges at 12.5% of the total cost inclusive of material freight and incidental charges.

#### 9.5 Codes and specifications

The works shall be carried out as per Standard Specifications of Indian Railways/South Western Railway, which can be obtained on payment. Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished and work performed or tested the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be accepted subject to the Engineer's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Engineer at least 14 days prior to the date when the Contractor desires the Engineer's approval. In the event the Engineer determines that such proposed deviations do not ensure equal or higher quality, the Contractor shall comply with the standards specified in the documents.

All goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

- (a) The Standard Specifications of BESCO/K RIDE and the list of codes and manuals given in the annexure thereof shall be prime governing.
- (b) Where there is conflict between provisions in IRS & IS specifications, provisions in IRS specifications shall prevail.
- (c) Where there is no provision of specifications in IRS, provisions in IS specifications should be adopted. Where there are no provisions in IRS and IS Specifications, provisions should be followed.
- (d) For items not covered in IRS/IS specifications, BS-5400 Part 1 to 10 may also be considered.
- (e) The decision of Engineer shall be final and binding in the interpretation of the clause of the codes of practice and specifications of this tender and no claim whatsoever shall be entertained on this account from the Contractor.

#### 9.6 Survey and fixing working benchmarks and alignment markers - DELETED.

#### 9.7 Bench marks

- 9.9.1 All along the length of the proposed double line benchmarks have been set up by the Employer at intervals of about a kilometer. The details of these benchmarks along with their reduced levels have been marked on the design drawings indicating the plan and 'L' section which form a part of the tender. The contractor along with the Engineer should verify the details of these benchmarks in the first instance, soon after taking possession of the site. If any mistakes are detected in these details of these benchmarks the same should be indicated to the Engineer. The mistakes detected should be corrected in consultation with the Engineer. These corrections should be approved by the Engineer before starting any other work.
- 9.9.2 The contractor shall then in presence of the Engineer establish working benchmarks at short intervals, adequately connecting them to the reference benchmarks set up by the Employer in the Project length.

The working benchmark levels should be approved from the Engineer. An up-to-date record of all bench marks including approved corrections if any, shall be maintained by the contractor and also the Engineer.

- 9.9.3 All levels taken for making out the longitudinal section and cross section should be related only to these working bench marks.
- 9.9.4 While doing the above-mentioned work, the fact that similar work will have to be done once again on the completed earth work in formation for fixing up the longitudinal levels of the installed P. Way should be kept in view.

#### **9.8 Alignment**

- 9.8.1 All along the length of the proposed double line at an interval of about half a kilometer, alignment reference pillars have been set up the Employer; in addition, five reference pillars have been erected for each of the curves to indicate the start & end of the overall length of the curve and its circular portion and apex, by the Employer. In the design drawings showing the plan and 'L' section, which forms part of the tender, the co-ordinates for these pillars have also been given. This has been done to facilitate setting of the alignment of the proposed line. The contractor along with the Engineer should verify the details of these alignment pillars, soon after taking possession of the site. If any mistakes are detected in these details, the same should be indicated to the Engineer before starting any other work. These detected mistakes should be corrected by the Contractor in consultation with the Engineer. These corrections should be approved by the Engineer.
- 9.8.2 The contractor shall then, in the presence of the Engineer, establish working alignment reference markers at shorter intervals, adequately connecting them to the reference pillars set up by the Employer in the Project length. The location of these subsidiary alignment markers should be got approved from the Engineer. An up-to-date record of all alignment pillars, and corrections, if any done, shall be maintained by the contractor and also the Engineer.
- 9.8.3 The alignment for the double line should be related only to these working benchmarks.
- 9.8.4 While doing the above-mentioned work, the fact that similar work will have to be done once again on the completed earth work in formation for fixing up the alignment of the installed P. Way should be kept in view.
- 9.8.5 After the formation has been constructed, the center line of track both in Block Sections and Yards should be re-fixed taking guidance from already set up alignment references. Similarly, the rail levels of track both in the block sections and the yards should also be fixed with reference markers. These will be used for installation of track.

#### **9.9 Responsibility for establishing and maintaining working benchmarks and alignment markers**

- 9.9.1 The Engineer, when necessary, will provide the contractor with the data necessary for setting out of the centerline. All dimensions and levels shown on the drawing or mentioned in the documents forming part of or issued under the contract shall be verified by the contractor on the site; he shall immediately inform the Engineer of any apparent errors or discrepancies noticed in such dimensions or levels. In consultation with the Engineer, the noticed mistakes should be corrected. These corrections should have the approval of the Engineer.
- 9.9.2 The contractor will be entirely responsible for accurate setting out of the works and safeguarding all survey monuments, benchmarks, alignment references etc. The work of setting out shall be deemed to be a part of the general works preparatory to the execution of work and no separate payment shall be made for the same.
- 9.9.3 The above-mentioned points have been repeated in the respective sections dealing with specifications for different works for laying emphasis on these items.
- 9.9.4 The contractor will be entirely responsible for accurate setting out of the works and safeguarding all survey

monuments, benchmarks, alignment references etc. The work of setting out shall be deemed to be a part of the general works preparatory to the execution of work and no separate payment shall be made for the same.

#### **9.10 Issue of materials by Employer**

9.10.1 The issue of materials from the Employer to contractor shall be governed by the following change.

9.10.2 The rails and other materials to be issued by the Employer to the Contractor will be handed over at any convenient location within Railway Land in the contract section. The contractor should collect the same from these locations and transport them to the work site as found necessary. He shall use only mechanical means for handling of rails during all stages of work to avoid any damage to the rails. Leading will be paid separately as per relevant item of BOQ.

#### **9.11 Interfacing and Integrations of Works**

9.11.1 As a part of provision of this tendered work Modification/shifting of Electrical utilities are to be executed by the successful tenderer. In the proposed project area, many other agencies are also working. The interfacing for the purpose of integration of works between the Civil or other agencies or between the Contractor and his sub-contractors, (if permitted) will arise. This has to be kept in view.

9.11.2 Land is available throughout the section for carrying out the works. However, if additional land is required in yards/mid-section, necessary arrangements will be made for acquiring the land without affecting the progress of work.

9.11.3 The contractor shall take full responsibility in terms of organizing, managing, coordinating and administrating the interfacing of all components of works including all issues related to and arising out of such tasks and responsibility. The contractor shall interface with all concerned authorities and other contractors as required to complete the work satisfactorily within the stipulated period.

9.11.4 Under consideration and application of the above clause, the contractor shall and has also the obligation to liaise with the other contractors and Authorities to obtain all necessary technical information, all necessary information concerning organization of works, coordinating the works etc. which are necessary to assess, mitigate, take care of contractual obligations, risks, liabilities and whatsoever arising out of interfacing, engineering issues, organization of the works etc. The employer/engineer shall not be held liable in any way, throughout the preparation of the offer and/or execution of the works and/or maintenance period and/or defects liability period for any omissions, misunderstanding, negligence etc. arising out of interfacing, coordinating, organizing etc. of the works. The employer will not entertain any claim arising out of misunderstanding, miscommunication, omission, withholding of necessary/required information or whatsoever between the concerned contractors/Authorities concerning interfacing, organizing etc. of works. In case of any claim arising from any of the contractors, as aforesaid, referring to interfacing and/or interfacing related issues; the Employer will hold the concerned contractors liable for not taking care of their contractual obligation concerning interfacing, organizing, co-ordination etc. of the related works.

9.11.5 Needless to say, that commissioning of this double line project requires close coordination among various agencies executing the works in this section, Engineer, Employer and the Railway authorities. The contractor shall therefore plan all his works requiring interfacing, like works in mid-section, station yards, with other agencies, meticulously, in consultation and coordination with all concerned parties, in advance, for expeditious execution, without causing any delay either to his works or those of others.

9.11.6 If, in the opinion of Engineer, any delay in execution of any part of the Project requiring interfacing is attributable to the failures of the contractor to take adequate steps for smooth execution of such works, then the Engineer shall have the right to take necessary steps to organize and streamline such works, including excluding the requisite portion of work from the scope of the Contractor and getting the same executed by other agencies, at the risk and cost of the contractor.

#### **10. DAMAGE TO PROPERTY**

The contractor shall organize all his activities so as not to cause any damage to the property of Railway or that of other agencies or any third party. In spite of taking all precautions, in the unfortunate event of any damage to the property, then the contractor shall not only indemnify the Employer of the claims made by the affected parties but also settle the matters with the affected parties as per law. If the nature of damage is one of that affecting the train movements or causing a safety hazard to the public, then the situation will be treated as an emergency and the Engineer reserves the right to take all necessary steps as deemed necessary to restore train operations or to remove the hazardous situation or to mitigate the damage, at the risk and cost of the contractor.

All power requirements for execution of works shall be arranged by the Contractor from his own resources. Subject to availability of power, the Employer/Engineer will recommend to the Railway Authorities for providing power connection. The Contractor shall bear the cost of installation and payment of necessary charges for providing such power connections as per the Terms and Conditions of the Railway.

#### **10.1 Survey Equipment**

The contractor should provide the survey equipment and other accessories as per the instructions of Engineer as and when required. He should also provide all necessary help as required by the Engineer for checking the works, whenever required.

- 10.2 All power requirements for execution of works shall be arranged by the Contractor from his own resources. Subject to availability of power, the Employer/Engineer will recommend to the Railway Authorities for providing power connection. The Contractor shall bear the cost of installation and payment of necessary charges for providing such power connections as per the Terms and Conditions of the Railway.

#### **10.3 Structural elements, shape and form - DELETED.**

#### **10.4 Stability of the elements - DELETED.**

#### **10.5 10.4 Stability of the Structure - DELETED**

#### **10.6 Temporary Works**

Traffic barricade with reflective tapes and other necessary traffic signages should be provided wherever required so that safety is ensured during day and night continuously. Temporary traffic diversion for smooth flow of traffic during construction including necessary traffic signs, repairs to the diverted route/service lanes, if required, restoration of diverted route to original condition etc. shall be done by contractor at his cost. Contractor shall also provide any temporary support for the utilities (charted or uncharted), wherever required, at no extra cost to Employer. The above listed works are only brief but the actual scope of work shall be as specified in the concerned document and/or as specified or directed by the Engineer.

#### **10.7 Design for Temporary Works**

The Design should cover all the items pertaining to all temporary works, traffic diversion scheme, launching scheme for RCC pole / OH conductor stringing/ cable laying or transportation scheme for various structural elements and materials to be transported to and from site during construction period.

The Contractor shall himself formulate a practical and viable scheme for design/ fabrication of shuttering, casting, curing, testing and launching/erection of poles/ stringing of conductor/ cable laying and all other structures. The bidder should, along with the bid, specify the scheme that he proposes to adopt for carrying out all the works including fabrication, transportation, stacking and erection of steel structure and casting, curing, stressing, testing and erection of poles / stringing of conductor.

The contractor shall formulate the erection scheme in accordance with relevant provision of applicable standards and submit the same to the Engineer for approval with third party certificates. These works will be executed only after the approval has been obtained from Engineer.



## **11. DRAWINGS – DELETED**

### **11.1 GFC Drawings: - DELETED**

### **11.2 Meaning and intent of specifications and Drawings:**

If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawing or as to execution or quality of any work or material, or as to the measurement of the works, the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to Engineer/Employer who shall have the power to correct any errors, omissions, or discrepancies in the specifications, drawings, classifications of works or materials and whose decision in the matter in dispute or doubt shall be final and conclusive.

### **11.3 Responsibility for Specifications.**

#### **a) Specifications**

RDSO/ CPWD, KPWD, BESCOM, BBMP specification / other Specifications / Codes viz. IS etc. shall be procured by the Contractor from the market. One set of these specifications shall always be kept at contractor's site office for reference. Standards guaranteeing a level of quality or performance equivalent or superior to those indicated will also be accepted. Reference to trademarks or other specific designations that is necessary to explain the nature of the products required means that any other product of equal or superior quality or performance is also acceptable, subject to prior approval of the ENGINEER to be obtained in writing for adopting the new standards which are not provided in the contract.

#### **b) Drawings for Permanent Works: - DELETED**

#### **c) Design, Drawings and Specifications for Temporary/ Ancillary works. -**

- a) All Drawings shall be prepared on CAD using AUTO-CAD Version 2010 or Higher Plan, elevation and side view for proposed track crossing/modification and other HT/LT modification/shifting.

#### **d) Completion Drawings**

On completion of the work in all respects the contractor shall submit the following

- i. Five sets of "As Erected Drawings" in the standard sizes of A0, A1, A2, A3 or A4 Roll each containing complete set of drawings for every component of work on approved scale indicating the work "As Erected". Each set shall also contain technical literature.
- ii. These drawings shall be prepared on CAD using Auto-Cad version (latest/as directed by Engineer) and shall be recorded on writable CDs and one set of these CDs shall also be submitted.
- iii. The Contractor shall also submit one set of original "As Erected" drawings on polyester film or as directed by Engineer of quality as approved by Engineer/ Engineer's Representative.

The Certificate of Completion of Works as per the provisions in the General Conditions of Contract shall not be issued by the Engineer in the event of Contractor's failure to furnish aforesaid "As Erected" drawings for the entire works.

#### **e) Plans and Drawings for Layout of Plant and Equipment - DELETED**

## **12. TRAFFIC MANAGEMENT - DELETED**

## **13. LIGHTING AND FIRE PREVENTION - DELETED**

## **14. UTILITIES - DELETED**

## **15. Damage to Utilities**

The contractor shall be responsible for any theft, damage and / or protection of all the existing utilities within the site of work during currency of the Contract. In case of any theft/ damage occurring to these utilities while working or otherwise, the contractor shall immediately inform the Engineer's representative as well

the utility owning agency and restore the same immediately to the entire satisfaction of the utility owning agency. Any damage due to working / negligence / fault of the Contractor (decision of Engineer in this regard shall be final and binding), the same shall be repaired/ Made good by the Contractor at his own cost. Any damage/ compensation / penalty etc. if charged by the utility owning agency in this regard shall also be payable by the Contractor and no claim in this regard shall be entertained by the Employer. The contractor shall always keep indemnifying the Engineer / Employer against this.

#### **16. BARRICADING OF SITE AND WORK AREAS**

The contractor shall provide temporary barricade during construction at site, work areas (i.e., construction Depot, Store, Site office, Casting yard etc.,)

#### **17. INTERFACE WORKS**

In addition, the Contractor shall be required to carry out various interface works as per interfacing requirements. Such as interfacing with various contracts of signaling & Telecommunication, traction power & power supply, track work, rolling stock etc.,

#### **18. RESPONSIBILITIES OF CONTRACTOR**

The Contractor shall liaison with ESCOM/ KPTCL/ PGCL/BBMP/GBA/GAIL, State/Central Government and local bodies till completion of works in all respect. It is the responsibility of the contractor to ensure proper liaison and co-ordination with State Authorities for availing line clearance, joint inspection, testing & commissioning energization of into the full satisfaction of State Authorities and handing over, and Bi-RIDE intervention should not be sought for any of the above.

#### **19. ROW issues if any shall be sorted out by the contractor.**

- 19.1 It is the responsibility of the Successful contractor to liaison with EB authorities for arranging joint inspections along with Bi-RIDE supervisor as and when required and to ensure for early preparation of estimates, obtaining approvals at various stages, getting sanctioning of estimations and supervision charges intimations (Modification work of HT/LT power line crossings, Additional load/ Availing new power supply for railway installations)
- 19.2 In connection with the work Contractors has to liaison with EB authorities / statutory authorities in getting the intimations towards the payment of the following and submit the same to this office in time to facilitate for processing the payment by Railway.
  - (1) Availing of new supply/service connection charges/deposit.
  - (2) Supervision charges (5% of estimate or latest as per EB guidelines) based on sanctioned estimate of ESCOM / KPTCL / PGCL authorities along with copy of sanctioned estimate.
  - (3) The contractor shall coordinate for payment of "Supervision Charges" to electricity authority and other charges payable to individual Govt. agencies as per the prevailing government rules, such payment shall be paid by Bi-RIDE.
  - (4) The contractor shall liaison with BBMP/GBA/local authority to obtain "Road cutting permission" for laying of UG Cable, such payment shall be paid by Bi-RIDE on reimbursement basis on production of original receipts.
- 19.3 Bi-RIDE will pay necessary statutory Charges, supervision charges, related ROW charges, Electrical inspectorate, and inspection charges payable to ESCOM / BBMP. Charges of stamp duties for agreement/undertaking, TAQC/ MR charges as applicable and any other incidental charges payable to IR/ ESCOM / KPTCL/ PGCL / BBMP/GBA, GAIL, BWSSB, BDA, to be borne by contractor.
- 19.4 Execution of agreement with Bi-RIDE/ Railways and SEB authorities/ ESCOM / BBMP/GBA/GAIL submitting Relevant documents for EIG approval as per the requirement. It is the responsibility of the

contractor for proper handing over of released materials to State Authorities. For this purpose, it is suggested that a joint inspection with the IR/State Authorities officials concerned shall be carried out, the items and quantities of materials to be released are assessed properly before the work is started.

**19.5 Safeguarding the environment**

**19.6 The contractor shall carry out expeditiously and without delay the following works.**

- (1) Identify and get approved the sources of various major construction materials.
- (2) Material testing and mix designs of concrete as contemplated in the specifications.
- (3) Any other pre-requisite items required for final execution.
- (4) Any other items specified in other sections of contract.

**20. ASSOCIATED WORKS DEEMED INCLUDED IN ITEM RATES OF PERMANENT WORKS**

**21. Contractor's Organization and Plant & equipment Project Organization Plan**

- (1) The Contractor's Personnel shall be deployed & maintained in consultation with Engineer and as per the requirements. The Contractor's Superintendence shall be also properly deployed and maintained to carry out the construction activities as described in the relevant General Conditions of Contract (GCC) clause.
- (2) The Contractor shall submit an updated Project Organization Plan which includes complete project organization chart during the Construction adding functions and personnel necessary to perform the Works during the Construction in accordance with the conditions of the Contract. This plan shall be updated and resubmitted whenever there are changes to the staff and / or the organizational structure.

The plan shall show the management structure and state clearly the duties, responsibilities, and authority of key staff members.

- (3) The contractor shall deploy the key personnel of requisite qualification and experiences. In case Engineer instructs (in writing) the Contractor to remove a person of his work force stating the reasons, the Contractor shall ensure that the person leaves the Work Area within seven days and shall have no further connection with the Works in the Contract. The Engineer shall also seek prior consent of the Employer in this regard.

The minimum requirements for manpower are attached as **Appendix [Organization charts and key positions]** to the Employer's Requirement.

**Plant and Equipment**

- a) The minimum Plant and equipment as shall be maintained in consultation with Engineer and as per the requirements.
- b) The minimum requirements for plant & equipment are attached as **Appendix 5** [Plant and Equipment] to the Employer's Requirement.

**22. PENALTY FOR NON-COMPLIANCE**

Notwithstanding the provisions elsewhere in the bid documents, the Contractor shall be penalized as detailed below:

- a) Correction of Defects

If the Engineer determines that any item or part of it was constructed with bad workmanship and / or using sub-standard construction materials,

	<b>Nature of Defects</b>	<b>Penalty</b>
	Not adhering safety guidelines as mentioned in the tender document	10,000/- each case
	Usage of non-approved / sub-standard materials	25,000/- each case

The above said penalty is envisaged to act as deterrent against bad workmanship and usage of sub- standard construction materials by the Contractor and shall be imposed for every occurrence. These penalties are non-refundable.

Bi-RIDE

## 23. Appendix 01

### 1. PROGRAMME REQUIREMENTS

#### 1.1 General

##### 1.1.1 Construction programme and project monitoring

- a) The contractor shall propose and submit his detailed Shifting / Modification plan separately and as per the procedure detailed in the scope of work. Contractor may be asked to schedule and complete the work block wise / area wise in a phased manner fixing priorities to different stretches of the work to give access to other interfacing contracts as mentioned in the Bid documents.
  - b) The tentative Shifting / Modification plan shall be submitted within the period as specified in the Bid document for approval of the Engineer as 'Baseline Program'.
1. After the work has started, the Contractor shall deliver in the first week of every month to the Engineer an update of the Shifting / Modification plan showing changes, if any, in planning or progress scheduling and reflecting the progress of all the activities of the network and the project status as at the end of previous month.
  2. If the Contractor falls behind the approved Shifting / Modification program plan by more than one month, he shall, within fourteen days of the date of such information, submit for approval, a revision of the Shifting / Modification plan showing the proposed measures, including augmentation of plant, labor, and material resources to complete the works on time.
  3. Whenever the Contractor proposes to change the Shifting / Modification plan, he shall immediately advise the Engineer in writing and, if the Engineer considers the change a major one, the Contractor shall submit a revised program for approval.

#### 4. DELETED

### 24. Appendix-02 DELETED

### 25. Appendix-03

#### **Quality Assurance Materials**

- a. All the equipment, materials, fittings, and components will be subject to quality control programme of the manufacturer, being part of the quality Assurance programme of the Contractor. The materials may also be inspected by the Purchaser or his representative either at the manufacturer works or at the Contractor's depot. The Purchaser or his representative shall have the right to be present during all the stages of manufacture and shall be accorded free of charge all reasonable facilities for inspection and testing as well as to examine the stage inspection report of the manufacturer in addition to the quality audit which the Contractor may institute as a part of his programme so as to satisfy himself that the materials are in accordance with specifications, approved drawings and designs and Purchaser's prescribed quality Assurance Standards.
- b. **Erection**  
  
All erection work will also be subjected to the Quality Assurance Programme including inspection by the Purchaser or his representative to ensure that the work is done in accordance with the specifications and approved drawings and designs and Purchaser's prescribed Quality Assurance Standards.
- c. **Expenses of Purchaser's Representative- DELETED**
- d. The decision of the Purchaser or his representative shall be final in respect of acceptability or otherwise of any material, fittings, components, or equipment's required for the work.
- e. **Quality Assurance Programme**

For proper control of quality and to ensure that the materials, equipment's, and fittings are manufactured according to specification and the erection is according to approved instructions, ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work site as well as during erection. Such quality assurance programme shall also meet the requirement of the Purchaser's Prescribed Quality Assurance Standards. This programme of the Contractor shall generally cover the following: -

1. The organization to manage and implement the Quality Assurance programme.
2. The documentation control system: -
  - i) Basic control system.
  - ii) Adopted at manufacturer's works.
  - iii) Adopted at the Contractor's Depot and work site.
3. Procedure adopted for:-
  - i) Source Inspection.
  - ii) Incoming raw material inspection.
  - iii) Verification of materials purchased.
  - iv) Fabrication controls.
  - v) Site erection controls.
4. Inspection and Test Procedure for:-
  - i) Manufacture and quality control procedure.
  - ii) Field activities.
5. System of handling and storage.
6. System of quality audit.
7. System of maintenance of records.
8. For the purpose of obtaining 'On Account Payment' the Contractor shall submit along with the invoice, the documents indicated in the Prescribed Quality Assurance Standard which should inter-alia cover the following as may be applicable in each case.
  - i) Material test reports on raw materials used.
  - ii) Material type and routine test report on components specification.
  - iii) Inspection plan with reports of the Inspection plan check points.
  - iv) Routine test report.
  - v) Factory test results as required under the specification.
  - vi) Quality audit report including test check report of Purchaser's representative if any.

## **26. Appendix-04**

### **ORGANISATION CHART AND KEY POSITIONS**

The Contractor shall provide the following organization chart for the Works as follows:

#### **Head office Organization Chart**

One organization chart shall be provided for the Contractor head office indicating the management and staff structure, with responsible personnel/departments described for all aspects of the work.

### Site organization Chart

The Contractor shall provide the proposed site organization indicating the proposed structure, staff partners and positions necessary to adequately manage and control the Works.

The Contractor shall have a competent team of Managers, Engineers, Technical staff etc. so as to complete the work satisfactorily as per various requirements of the contract.

**The Key Positions not limited to and corresponding qualification and experience are as under:**

S. No.	Position	Minimum No. of Personnel	Qualification	Minimum Experience in Similar Work
1	Project Manager	1	B.E in Electrical	Min. 12 years
2	Sr. Engineers	1	Graduate / diploma in Electrical Engg.	Min. 5 Years and above Min. 10 years for Diploma
3	Technicians/ Electricians	3	ITI in Electrician	Min. 5 years of experience

### **NOTES:**

1. The above categories of key positions shall be minimum required for successful completion of the work which shall be deployed at different points of time as per the progress and requirement of work and may not be required to deploy simultaneously and continuously. However, these personnel shall be deployed at site in advance as per requirement and as directed by the Engineer and the decision of Engineer in this regard shall be final and binding.
2. The Contractor shall submit the CVs of the above key positions to the Engineer for his approval within 28 days of issue of letter of Acceptance (LOA).
3. The contractor shall deploy resources as per the above-mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
4. The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with better or equivalent personnel immediately as per directions of the Engineer.
5. Tenderer may propose any number of names of Personnel for each Key Position. Any of the proposed personnel as approved by the Employer for each key position have to be mandatorily deployed in case of award of work.
6. Non-deployment of the Key personnel sl.no 1 and 2 leads to imposition of Penalty of Rs 25,000 /- Per Key personnel per month.
7. The proposed Key personnel are not to be changed till the completion of the work. Under emergent circumstances, in case they are required to be changed, the new incumbent should have similar or better experience and qualification than as required above. These changes are permitted only with the approval of the Employer. Change in key personnel for one time without penalty is permitted. However, for subsequent changes there will be Penalty at Rs 25,000 /- Per Key personnel for SL.no 1 & 2.
8. All Key Personnel must be permanently stationed at Bangalore till the completion of the work.

9. The penalties imposed are non-refundable.

**27. Appendix-05**

**PLANT AND EQUIPMENT**

*Tools for Electrical Utility Shifting Works*

<b>Sl. no</b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty</b>
1	Welding Machine	No's	1
2	Electric Hand Driller	No's	3
3	Digital Multi meter	No's	2
4	Insulation Megger	No's	2
5	Digital Earth Tester	No's	2
6	Ladder	No's	4
7	Concrete Mixer Machine	No's	1
8	Hand Tool Kit	No	1
9	Crimping Tool	Each	1

**NOTES:**

1. The above type of plant and equipment (but not limited to) may be required for execution of the work. The contractor shall submit the details of plant & equipment to be deployed in the above table within 28 days of issue of LOA to the Engineer for approval.
2. Plant and Equipment indicated above is minimum to be deployed at appropriate stage of the work. However, depending on the requirement to complete the work in the stipulated completion period, the tenderer should deploy additional machinery as circumstances warrant at no extra cost.
3. Plant and equipment to be mobilized for the work shall be in good serviceable condition.

**28. Appendix-06**

OFFICE ACCOMMODATION, EQUIPMENT AND TRANSPORT - DELETED

**29. APPENDIX 7:**

DOCUMENT SUBMISSION AND RESPONSE PROCEDURE DELETED



### 30. ANNEXURE

The Contractor shall prepare and submit his detailed Programme of Work so as to achieve key dates for each approved BOQ of IR/ BESCOM/BBMP/GBA activities on time. The Contractor shall complete the work in a phased manner by fixing priorities to different stretches of work to give access to the other interfacing contractors as per the requirement of project from time to time and as per the key dates (milestones) indicated below:

**Name of Work:**

**“Shifting of Electrical Utilities infringing proposed BSRP Corridor -2 (Section – 3) of Bengaluru Suburban Rail Project between Lottegollahalli (LOGH) – Yeshwanthpur (Yard) of Chikkabanavara to Benniganahalli Section”**

**Physical work to be completed as per milestones.**

<b>Key Dates</b>	<b>Description of stage</b>	<b>Period from the date of commencement</b>	<b>Liquidity Damages for non- achieving the key dates</b>
KD-1	Joint inspection of site/locations along with BI-RIDE/GC officials.	D+15 days	Rs. 1,000 per day
KD-2	Processing of case papers for consent of modification of BESCOM power lines.	D+30 days	Rs. 1,000 per day
KD-3	Approved Material Procurement/Road cutting	D+90 days	Rs. 2,000 per day
KD -4	Material Inspection	D+120 days	Rs. 1,000 per day
KD-5	Start modification work	D+135 days	Rs. 1,000 per day
KD-6	Completion of modification work	D+315 days	Rs. 1,000 per day
KD-7	Arranging EIG inspection wherever required.	D+335	Rs. 1,000 per day
KD-8	Obtaining EIG approval and charging of power line and handing over of assets and released materials to BESCOM authorities	365	Rs. 2,000 per day

**Note:**

D- Date of Notice to Proceed.

If the successful contractor has not achieved key date of KD-1 to KD-6 but achieved Key dates of KD-8, then the penalty for KD-1 to KD-7 will be waived off.

These penalties shall not relieve the Contractor from his obligation to complete the works or from any other obligations and liabilities under this Contract.

# **SECTION 7A-1**

## **GENERAL REQUIREMENTS**

**SECTION 7A-1: GENERAL REQUIREMENT**

<b>SL. NO</b>	<b>DESCRIPTION</b>
1	CARE OF THE WORKS
2	PROTECTION OF THE WORKS FROM WEATHER
3	PROTECTION OF THE FINISHED WORK
4	DAMAGE AND INTERFERENCE
5	STRUCTURES, ROADS AND OTHER PROPERTIES
6	ALTERNATIVE ACCESS
7	TRANSPLANTED / CUTTING OF TREES
8	REMOVAL OF GRAVES AND OTHER OBSTRUCTIONS
9	PROTECTION THE ADJACENT STRUCTURES AND WORKS
10	SITE ESTABLISHMENT
11	SUBMISSIONS OF PARTICULARS
12	SECURITY
13	RECORDS OF WAGE RATES
14	PROVISION AND DISPOSAL OF EARTHWORKS / MATERIALS
15	RESTORATION OF AREAS DISTURBED BY CONSTRUCTION
16	CONTRACTOR'S LABOUR CAMPS

## **GENERAL REQUIREMENTS –CONSTRUCTION**

### **1.0 CARE OF THE WORKS**

- 1.1 Any error in the execution of work leading to redesign work shall be duly compensated by the Contractor as per the decision of Engineer. Any error attributable to the construction including Failure to locate underground utilities shall attract penalties.
- 1.2 Unless otherwise permitted by the Engineer all works shall be carried out in dry conditions.
- 1.3 The Works, including materials for using in the Works, shall be protected from damage due to water. Water on the Site and water entering the Site shall be promptly by temporary drainage or pumping system or by other methods capable of keeping the Works free of water. Silt and debris shall be removed by traps before the water is discharged and shall be disposed of at a location or locations to which the Engineer has given his consent.
- 1.4 The discharge points of the temporary systems shall be as per the consent of the Engineer. The Contractor shall make all arrangements with and obtain the necessary approval from the relevant authorities for discharging water to drains, watercourses etc. The relevant work shall not be commenced until the approved arrangements for disposal of the water have been implemented.
- 1.5 The methods used for keeping the Works free of water shall be such that settlement of, or damage to, new and existing structure does not occur. Measures shall be taken to prevent flotation of new and existing structures.

### **2.0 PROTECTION OF THE WORKS FROM WEATHER**

- 2.1 Work shall not be carried out in weather conditions that may adversely affect the Works unless proper protection is provided to the satisfaction of the Engineer.
- 2.2 Permanent Works, including materials for such Works, shall be protected from exposures of weather conditions that may adversely affect such Permanent Works or materials.
- 2.3 During construction of the Works storm restraint systems shall be provided where appropriate. These systems shall ensure the security of the partially completed and ongoing stages of construction in all weather conditions. Such storm restraint systems shall be installed as soon as practicable and shall be compatible with the right of way, or other access around or throughout the Site.
- 2.4 The Contractor shall at all times programme and carry out the work duly ensuring protective arrangements such that the Works can be made safe in the event of storms.

### **3.0 PROTECTION OF THE FINISHED WORK**

- 3.1 The finished Works shall be protected from any damage that could arise from any activities on the adjacent site / works.

### **4.0 DAMAGE AND INTERFERENCE**

- 4.1 Work shall be carried out in such a manner that there is no damage to or interference with: -

- a. Watercourses or drainage systems:
- b. Utilities:
- c. Structures (including foundations), roads, including street fixtures, or other properties:
- d. Public or private vehicular or pedestrian access:
- e. Monuments, temples, graves or burial grounds other than to the extent that is necessary for them to be removed or diverted to permit the execution of the Works. Heritage structures shall not be damaged or disfigured on any account.

The Contractor shall inform the Engineer as soon as practicable of any items which are not stated in the Contract to be removed or diverted but which the Contractor considers necessary to be removed or diverted to enable the Works to be carried out. Such items shall not be removed or diverted until the consent of the Engineer to such removal or diversion has been obtained.

- 4.2** Items which are damaged or interfered with as a result of the Works and items which are removed to enable the Works to be carried out shall be reinstated to the satisfaction of the Engineer and to at least the same condition as existed before the Work started. Any claims by Utility Agencies due to damage of utilities by the Contractor shall be borne by the Contractor.

## **5.0 STRUCTURES, ROADS, AND OTHER PROPERTIES**

- 5.1** The Contractor shall immediately inform the Engineer of any damage to structures, roads, or other properties.

## **6.0 ALTERNATIVE ACCESS**

- 6.1** Alternative access shall be provided to all premises if interference with the existing access, public or private, is necessary to enable the Works to be carried out. The arrangements for alternative access shall be as agreed by the Engineer and the concerned agency and at contractor's cost. Unless agreed otherwise, the permanent access shall be reinstated as soon as practicable after the work is complete and the alternative access shall be removing immediately it is no longer required, and the ground surfaces reinstated to the satisfaction of the Engineer. Proper signage and guidance shall be provided for the traffic / users regarding diversions. All temporary access diversion and roads the contractor has to arrange at his own cost.

## **7.0 TRANSPLANTED / CUTTING OF TREES**

- 7.1** The felling of trees in the Bangalore City is governed by The Karnataka preservation of Trees Act 1976. The Contractor is not permitted to cut any tree in terms of the provisions of the aforementioned Act. The Employer has assessed the number of trees existing within the right-of-way and has arranged for cutting and removal of trees, which are likely to be affected by the right of way (i.e., within the limits of permanent works) construction works. The trees requiring to be felled will have to be removed from ground level prior to commencement of the works. The Contractor has to cut and remove the trees as directed by the Employer.
- 7.2** The Contractor shall carefully survey the site and identify the additional trees, if any which are coming within the footprints of the permanent structure / building and within the space required for forming slopes / benching etc., for excavation of the basements and are required to be cut / trimmed. The Contractor must notify the Engineer of such requirements well in advance.
- 7.3** On receipt of the submission by the Contractor giving such details, the Engineer shall arrange to verify the requirement of tree cutting / removal and identify the trees, which can be transplanted subject to compliance with the aforementioned Act. These requirements and details will be forwarded to Forest Department for getting the permission. Contractor will lease with the Forest Department for getting the permission. The Contractor shall also submit a detailed procedure approved by the Engineer for such transplantation duly assisted by competent horticulturist. The trees have to be transplanted as directed by the Engineer. The Contractor has to obtain permission for tree cutting from the concerned authority and then only trees can be cut / transplanted. The Contractor has to arrange for tree felling / transplantation of the trees at the desired locations as suggested by the authorities.

## **8.0 REMOVAL OF GRAVES AND OTHER OBSTRUCTIONS**

- 8.1** If any grave and other obstructions are required to be removed in order to execute the Works and such removal has not already been arranged for, the Contractor shall draw the Engineer's attention to them in good time to make necessary arrangement for authorizations for such removal. The Contractor shall not himself remove them unless the Engineer has given consent.

## **9.0 PROTECTION THE ADJACENT STRUCTURES AND WORKS**

- 9.1** The Contractor shall be taking all necessary precautions to protect the structures or works being carried out by others adjacent to and, for the time being, within the Site from the effects of vibrations, undermining and any other earth movements or the diversion of water flow arising from its works.

## **10.0 SITE ESTABLISHMENT- DELETED**

### **11.0 Submissions of Particulars - DELETED**

### **12.0 Security - DELETED**

### **13.0 Records of Wage Rates-**

- 13.1** The Contractor shall keep monthly records of the average, high and low wage rates for each trade/ tradesman employed on the Site and records shall be made available to the Engineer during inspection. Contractor has to follow all the existing labor laws.

### **14.0 Provision and Disposal of Earthworks / Materials**

- 14.1** The Contractor shall be responsible for the provision of all classes of earthworks material required for the Works, whether sourced from the excavation within the Contractor obtained from any other source located outside the Site, for which the Engineer has given the concerned. For fill or dumping sites, the Contractor shall prepare a land plan with the details of surface drainage requirement, final formation levels and arrangement for spreading and comparison of the filled during dumping as acceptable to the Engineer, at contractors dumping yard. The contractor shall also provide security for the Site. The dumping site to be used by the Contractor shall be as directed by the Engineer and has to be arranged by the contractor at his own cost.
- 14.2** All excavated material, including waste material shall be disposed of at the contractor dumping yard only. The useful material shall be placed and compacted in accordance with the Construction specification for Earth Works or as otherwise directed by the Engineer 's Representatives. The disposal of waste material, bentonite fluid and material contaminated with bentonite shall be the full responsibility of the Contractor and these materials shall be disposed of by the Contractor at his dumping yard and in an approved manner.
- 14.3** Rock / Dismantled Concrete deposited as fill material at contractors dumping yard.

### **15.0 Restoration of Areas Disturbed by Construction**

Unless otherwise directed by the Engineer, any area disturbed by the construction activity, either inside or outside the Project Right of Way, shall be reinstated as follows:

All areas affected by the construction work shall be reinstated to their original condition, with new materials, including but not necessarily limited to, sidewalks, parking lots, access roads, adjacent roads, properties, and landscaping. Grass cover shall be provided for any bare earth surface areas, along with proper provisions for surface drainage.

### **16.0 Contractor's Labour Camps**

- 16.1** The Employer will not provide living accommodation for use of the Contractor or any of his staff or labour employed on the works. Living accommodation shall not be established on any land provided to the Contractor by the Employer for the Works.

#### **16.2 Provision of Labour Camps**

The Contractor, shall, at his own expense, make adequate arrangements for the housing, supply of drinking water and provision of bathrooms, latrines, and urinals, with adequate water supply, for his staff as well as for workmen employed on the Works directly or through sub-contractors at the location authorized by Engineer. No labour camp shall be allowed at work site or any unauthorized place.

The Contractor at his own cost shall maintain all campsites in a clean and sanitary condition. The Contractor shall obey all health and sanitary rules and regulations, and carry out at his cost all health and sanitary measures that may from time to time be prescribed by the Local/Medical Authorities and permit inspection of all health and sanitary arrangements at all times by the Employer, the Engineer and the staff of the local municipality or other authorities concerned.

# **SECTION – 7B**

## **TECHNICAL SPECIFICATIONS**

**Refer Uploaded Technical  
Specification**

# **SECTION - 7C**

## **SAFETY, HEALTH AND ENVIRONMENT (SHE) MANUAL**

**Refer Uploaded Technical SHE MANUAL**



**SECTION - 8**  
**DRAWINGS**  
**NOT APPLICABLE**

**SECTION - 9**  
**ITEM RATE BOQ**  
**PRICE SCHEDULES**

## **BILL OF QUANTITIES (BOQ)**

**“Shifting of Electrical Utilities infringing proposed BSRP Corridor -2 (Section – 3) of Bengaluru Suburban Rail Project between Lottgollahalli (LOGH) – Yeshwanthpur (Yard) of Chikkabanavara to Benniganahalli Section**

### **PREAMBLE**

1. The **Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Central Public Procurement Portal (e-Procurement portal) only and no hard copy of commercial** should be attached or disclosed elsewhere.
2. The tenderer shall quote the Lumpsum Amount on Central e-procurement portal (i.e., **Schedule A.** Supply of materials associated with shifting/modification of electrical utilities infringing proposed BSRP Corridor-2 (Section-3) of Bengaluru Suburban Rail Project between Lottgollahalli (LOGH) – Yeshwanthpur (Yard) of Chikkabanavara to Benniganahalli Section, and **Schedule B.** Labour charges associated with shifting/modification of electrical utilities infringing proposed BSRP Corridor -2 (Section – 3) of Bengaluru Suburban Rail Project between Lottgollahalli (LOGH) – Yeshwanthpur (Yard) of Chikkabanavara to Benniganahalli Section.
3. The total Tender Price shall inclusive of all applicable Taxes and duties including labour cess under the applicable Acts but exclusive of CGST & SGST. Bi-RIDE shall pay the applicable CGST & SGST as invoiced by the Contractor to Bi-RIDE.
4. The Price Schedule shall be read in conjunction with the Instructions to Tenderers, Conditions of Contract, Notice Inviting Tender, Technical Specifications, Tender Drawings, Schedule, Annexures and Addendums.
5. **Price shall be quoted in terms of Lump sum amount and shall be fixed throughout the contract period.**

The quoted Amount are for completed and finished items of work and complete in all respects. It will be deemed to have included all constructional plant, tools, machinery, labour, supervision, materials, fuel, oil, consumables, electric power, water, transportation, all leads and lifts, dewatering, all temporary works, construction of temporary stores and buildings, fencing, watering, lighting, erection maintenance, night working, inspection facilities, safety measures at work sites for workmen and road users, charges of liaison with BESCO/ Bi-RIDE/ PGCL/BBMP/GBA State / Central Government and local bodies, availing clearance, joint inspection, testing, commissioning and energization, all the other incidental charges payable to BESCO / Bi-RIDE/ PGCL / BBMP/GBA, GAIL, BWSSB, BDA, charges for stamp duties/ agreements, execution of agreement with Bi-RIDE/ Railways and SEB authorities/ DISCOM submitting Relevant documents for EIG approval as per the requirement etc., Establishment and overhead charges, labour camps, insurance costs for labour and works, contractor's profit, all taxes (Exclusive CGST & SGST), royalties, duties, cess, octroi, other levies and other charges together with all general risks, liabilities and obligations set out or implied in the contract and including remedy of any defects during the Defect Liability Period, unless otherwise provided in Price schedule. However, statutory supervision charges of 10% payable to State Authorities/DISCOM and any charges related ROW charges, Electrical inspectorate, and inspection charges payable to BESCO/BBMP/GBA will be paid by Bi-RIDE.

Providing concrete for all works deemed to be inclusive of the cost towards production of concrete by batching plant, transit mixer, transportation of concrete with all leads and lifts, form work, shuttering including staging as required, pouring of concrete by pump/tower crane to all heights /depths, tremie or other approved means, compaction by vibrators, curing by approved means such as water, steam or curing compound and all labour, tools, plants, machinery required for execution of work complete in all respects including de-shuttering after completion of work.

6. The whole cost of complying with the provisions of the Contract shall be deemed to have been included in

the quoted Amount.

7. General directions and description of works and materials are not necessarily repeated or summarized in the Price Schedule.
8. The method of measurement of completed work for payment shall be in accordance with the requirements as stated in the individual sections of the Technical Specifications and Conditions of Contract.
9. Shuttering required for concrete work shall be of steel except wherever there are site constraints as decided by Engineer.
10. Tenderer may please note that to perform this contract, nothing extra shall be payable on account of field constraints, availability of front, preparation of detailed scheme for taking necessary clearance and approval from the concerned authority and other local bodies etc.
11. Contract prices shall be inclusive of all taxes and duties payable by them excluding GST. Income tax and any other statutory taxes to be deducted at source, if any, will be deducted by the Employer in accordance with Income Tax Act and any other acts in force in accordance with instructions issued by authorities on this behalf, from time to time.
12. The Tenderer is required to furnish the PAN for all members of Group.
13. Replace CA audit with Statutory Auditor wherever applicable, except in qualification of experts.
14. The Contract price indicated is tentative only, may decrease or increase depending on the field condition, successful bidder shall not be entitled to any claim for negative variation/value of work.

**Note:**

1. The Tenderer are advice to quote rate in two decimals.
2. If no rate has been indicated for any schedule/bill in words, as well as in figures, irrespective of the fact whether the Tenderer has written or not written above/below/at par, in such cases, the rate shall be considered as Zero and the price shall be calculated accordingly (Refer: Additional Instructions to Tenderers Clause no: 24.4 (d)).
3. Unit rates and prices shall be quoted by the Tenderer in Lump Sum Amount.
4. Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1]

<b><u>BOQ ABSTRACT</u></b>			
<b>"Shifting of Electrical Utilities infringing proposed BSRP Corridor -2 (Section - 3) of Bengaluru Suburban Rail Project between Lottegollahalli (LOGH) - Yeshwanthpur (Yard) of Chikkabanavara to Benniganahalli Section"</b>			
<b>Sl. No.</b>	<b>Particulars</b>	<b>Approx. Contract Value In Rs.</b>	<b>THE BIDDER HAS TO QUOTE LUMP SUM IN CPP PORTAL</b>
<b>1</b>	<b>Schedule-A: Material Cost And Schedule-B: Labour Charges (Inclusive ASL &amp; Exclusive of GST)</b>	<b>12,34,38,807.00</b>	

**Note:**

1. The Approx. Contract value is arrived considering the common SOR of Govt. of Karnataka (GOK) 2023-2024.
2. The Highest annual turnover in last 5 years shall be considered for deciding Lowest bidder if more than one bidder quoted the same Lowest Price.

**3. Taxes & Duties:**

The Quoted piece shall be inclusive of Labour Cess Charges and duties and labour cess charges under applicable law but exclusive of CGST and SGST as specific under GCC clause 39. Bi-RIDE shall pay the output CGST and SGST as invoiced by the contractor to Bi-RIDE.

4. **Income Tax (IT) deduction:** Income Tax as per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by Bi-RIDE. In proof of remittance to IT department. For availing tower 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.
5. The Quoted 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.
6. The Tenderer shall take regard of the actual site conditions and the items entered in the Bill of quantities. The Tenderer shall price the Tender accordingly and the Lump Sum Amount quoted in the BOQ entered shall be full and only price paid for all work performed against that item except as described in the Tender Document.

## **PAYMENT TERMS**

1. Supply payments: The contractor shall be entitled to be paid against supply of material only for such works as in the opinion of Engineer he has supplied in terms of the contract. All payments shall be subject to deductions. Payments provided always that the engineer may withhold if the works or part thereof are not being carried out to his satisfaction.
2. Contractor shall take prior approval of Engineer-in-charge before supplying of the material along with the approval of makes, drawing and quantity.
3. Payment will be made only for the actual quantity utilised for the work in the field.

4. **Payment for procurement of material and progress of work is given below in Following manner;**

a. **Step-1: 70% Payment:**

Procurement of following items shall be as approved by Engineer-in-charge of the work and Bi-RIDE. Payment of 70% of the accepted price shall be paid on the receipt and accountable of material at site or required destination after inspection and production of documents as listed below:

- i. E-way bill.
- ii. Supplier's Delivery Challans and supplier's Tax invoice/GST.
- iii. Inspection certificate granted by the authorized /approved agency/Purchaser's representative as per contract.
- iv. Certificate of receipt of material at Contractor depot/work sites duly accepted by the Engineer.
- v. Quality Assurance Documents including Guarantee/Warranty, if any.
- vi. Insurance certificate of 100% value valid till liability period.
- vii. Indemnity bond.
- viii. Factory acceptance test certificates for equipment;

**List of materials proposed for payment – as approved by engineer/employer.**

- a. All types of poles and line materials including and not limited to RCC, PCC Spun pole, all lengths of street lights and High masts.
- b. All types of illumination systems and street light fittings
- c. ACSR conductor of any size.
- d. HT & LT cables of any size.
- e. HT & LT cable end termination kits and cable jointing kits.
- f. Transformers and Compact substations.
- g. All types of RMU units, RTU, LT distribution box,
- h. LT feeder pillar
- i. Metering cubicle, control boxes.
- j. Street light / high mast
- k. Street light / high mast control boxes
- l. LT Panels

m. LT Switch gear

b. **Step-2: 20% Payment:**

The 20% of each item of the approved BESCOM/ BBMP estimate shall be paid to the contractor after erection and testing of the portion of the completed work.

c. **Step-3: 10% Payment:**

The Balance 10% of each item of the approved BESCOM/BBMP estimate shall be paid to the contractor after the EIG Approval and handing over of the installation and released materials to the BESCOM/ BBMP and furnishing the acknowledgment to Bi-RIDE, whichever is later.

d. **Payment for Labour and progress of work is given below:**

1. 90% Labour component of payment shall be released on completion & Commissioning of each work, whichever is later.
  2. 10% Labour component of payment shall be released on handing over of released materials and handing over of Asset to the utility owner of each work and furnishing the acknowledgement to Bi-RIDE
1. **Rounding off amounts:** The total amount due on each certificate shall be rounded off to the nearest rupee i.e., sum less than 50 paise shall be omitted and sums of 50 paise and more up to Rs.1 will be reckoned as Rs.1.6. Manner of payment: Unless otherwise specified payments to the contractor will be transferred electronically to his bank account.
2. **FINAL SETTLEMENT:** On expiry of the defect liability period and issue of the taking over certificate of the entire installation, the Bank Guarantee for Performance security shall be released to the contractor after adjustment of any dues payable by the contractor.
3. **RECOVERIES FROM THE CONTRACTOR:** All the recoveries for materials supplied and services rendered by Bi-RIDE to the Contractor, if any and other refunds due from the Contractor shall be made by deductions from payments due to the Contractor covering the value of supply and erection in the progress payment.
4. **TAXES AND DUTIES:**
- b. All taxes, duties, and levies (including octroi, works contract tax, etc.,) arising out of the transactions between the contractor and his sub-contractor/Suppliers for this work will be deemed to be included in the accepted rates excluding GST, unless otherwise specified in the BOQ or technical specification.
  - c. Where the law makes it statutory for the Purchaser to deduct any amount towards GST or any other taxes on works contract, the same shall be deducted and remitted to the concerned authority.

**Name of the Work : Shifting of Electrical Utilities infringing proposed BSRP Corridor -2 (Section – 3) of Bengaluru Suburban Rail Project between Lottegollahalli (LOGH) – Yeshwanthpur (Yard) of Chikkabanavara to Benniganahalli Section**

**Schedule -A (Material)**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Unit</b>	<b>Estimated Qty</b>	<b>Estimated unit Rate</b>	<b>Amount</b>
1	PSCC Pole - 9 Mtr Long, 300 Kg WL (Dwg No. BESCO/GM/QS&S/55 Dtd 24.11.2018) as per REC Standards	No	45.00	5,557.20	<b>2,50,074.00</b>
2	Pre-Stressed Tubular Spun Pole - 11 Mtr Long, 500 Kg WL (Dwg No. BESCO/GM/QS&S/45 Dtd 24.11.2018) as per IS-13158: 1991	No	4.00	19,472.20	<b>77,888.80</b>
3	11 kV, 5 kN Composite/Polymeric Pin Insulator (24 mm dia FRP Rod)	No	48.00	225.50	<b>10,824.00</b>
4	Rabbit ACSR (6/3.35 mm Al + 1/3.35 mm St), Std Wt: 214 Kg/KM as per IS-398(part-2/1996)	Km	0.50	50,857.40	<b>25,428.70</b>
5	7/10 SWG Guy Wire (7/3.251 mm Dia), Std Wt: 680 Kg/KM	MT	0.80	84,948.60	<b>67,958.88</b>
6	9 kV, 5 kA Lightning Arrester Metal Oxide Ceramic type with GROUND DISCONNECTOR (Dwg No. BESCO/GM/QS&S/26 Dtd 24.10.2007)	Set(3no's)	4.00	1,012.00	<b>4,048.00</b>
7	11 kV, HG Fuse Unit with Solid Core Insulator (Dwg No. BESCO/GM/QS&S/21 Dtd 24.11.2018)	Set/3 Nos.	6.00	1,175.90	<b>7,055.40</b>
8	H - Frame Set for fixing 11 kV, 200 Amps Single Break GOS - (For DP structure for providing New GOS for sectionalisation) - MS	Set	12.00	4,765.20	<b>57,182.40</b>
9	11 kV, 200 Amps Single Break GOS (Dwg No. BESCO/GM/QS&S/23 Dtd 24.11.2018) as per IS-9921 and IS-1977	Set	12.00	10,344.40	<b>1,24,132.80</b>
10	LT Feeder Piller Box (MS & Thermoset Plastic) 8 Way HRC Fuse Based Thermoset Plastic LT Feeder Piller Box	No	10.00	88,294.80	<b>8,82,948.00</b>



11	12 Way HRC Fuse Based Thermoset Plastic LT Feeder Pillar Box	No	52.00	97,763.60	<b>50,83,707.20</b>
12	<b>1.1 kV, XLPE or Heat resistant PVC insulated, PVC extruded Inner Seath Armoured LTUG Cable as per IS-1554 (Part- 1) or IS-7098 Part-1, Armouring strip thickness and resistivity as per IS-3975,</b>				
13	16 Sqmm, 4 Core, (11 GI Strips - 4 x 0.8 mm)	Km	9.80	1,56,026.20	<b>15,29,056.76</b>
14	25 Sqmm, 4 Core, (13 GI Strips - 4 x 0.8 mm)	Km	5.80	1,97,828.40	<b>11,47,404.72</b>
15	50 Sqmm, 4 Core, (17 GI Strips - 4 x 0.8 mm)	km	3.60	2,27,913.40	<b>8,20,488.24</b>
16	95 Sqmm, 3.5 Core, (21 GI Strips - 4 x 0.8 mm)	km	1.40	4,10,536.50	<b>5,74,751.10</b>
17	240 Sqmm, 3.5 Core, (30 GI Strips - 4 x 0.8 mm)	Km	12.80	9,48,932.60	<b>1,21,46,337.28</b>
18	400 Sqmm, 3.5 Core, (39 GI Strips - 4 x 0.8 mm)	Km	1.50	15,98,815.90	<b>23,98,223.85</b>
19	<b>1.1 KV Class HR (Heat Resistant) PVC Insulated &amp; UnSheathed Aluminium Wires Multistrand Single Core Lead wires as per IS-694: 2010 PVC Wire</b>				
20	16 Sqmm-Al Wt: 4.2 Kg, Total Wt: 7.5 Kg/100 Mtr Coil	Coil	12.00	3,896.20	<b>46,754.40</b>
21	25 Sqmm-Al Wt: 6.7 Kg, Total Wt: 11.5 Kg/100 Mtr Coil	Coil	12.00	5,206.30	<b>62,475.60</b>
22	<b>Epoxy Terminating Kit (Pothead) suitable for 1.1 kV, LTUG Cable</b>				
23	Up to 4C x 50 Sqmm	Set	190.00	356.40	<b>67,716.00</b>
24	3.5 x 70/95/120 Sqmm	Set	112.00	420.20	<b>47,062.40</b>
25	3.5 x 225/240/300 Sqmm	Set	198.00	646.80	<b>1,28,066.40</b>
26	<b>Straight Through Jointing Kit Suitable for 1.1 kV Class LTUG Cable as per IS-13573 Epoxy Type</b>				
27	16 Sqmm, 4 Core	Set	128.00	767.80	<b>98,278.40</b>
28	25 Sqmm, 4 Core	Set	28.00	825.00	<b>23,100.00</b>
29	50 Sqmm, 4 Core	Set	38.00	940.50	<b>35,739.00</b>
30	95 Sqmm, 3.5/4 Core	Set	8.00	1,160.50	<b>9,284.00</b>

31	240 Sqmm, 3.5/4 Core	Set	26.00	2,409.00	<b>62,634.00</b>
32	11 kV, 3 Core, XPLE HTUG Cable with pressure extruded inner sheath, ROUND WIRE ARMOURED as per IS-7098 (Part-2) Armouring wires dia and Resistivity as per IS-3975 3X 95 Sqmm, (54 GI Wires - 2.5 mm Dia)	Km	4.90	9,78,632.60	<b>47,95,299.74</b>
33	11 kV, 3 Core, XPLE HTUG Cable with pressure extruded inner sheath, ROUND WIRE ARMOURED as per IS-7098 (Part-2) Armouring wires dia and Resistivity as per IS-3975 400 Sqmm, (51 GI Wires - 4 mm Dia)	Km	3.00	27,46,114.80	<b>82,38,344.40</b>
34	Compact RMU (VCB/SF6 Type) with Copper Busbar, 350 MVA, 630 Amps as per IEC-62271/IS-3427 3 Way RMU, 2 OD + 1 VL (One Incomer + One Breaker + One Outgoing)	Unit	4.00	6,04,505.00	<b>24,18,020.00</b>
35	Compact RMU (VCB/SF6 Type) with Copper Busbar, 350 MVA, 630 Amps as per IEC-62271/IS-3427 5 Way RMU, 2 OD + 3 VL (One Incomer + Three Breakers + One Outgoing)	Unit	3.00	10,66,773.40	<b>32,00,320.20</b>
36	Compact RMU (VCB/SF6 Type) with Copper Busbar, 350 MVA, 630 Amps as per IEC-62271/IS-3427 1 OD for RMU 630 Amps	Unit	4.00	2,13,354.90	<b>8,53,419.60</b>
37	DAS Specification Compact RMU (VCB/SF6 Type) as per IEC-62271 The DAS RMUs shall have the following in addition to the Standards: <ul style="list-style-type: none"> <li>• DC motors, Numerical Relays, Multi-functional meters, fault passage indicator (FPI), Metering CTs, Protection CTs, Auxiliary transformers, Potential transformer, Batteries, Battery chargers (12 V &amp; 24 V), AC power socket and light for illumination of Control panel.</li> <li>• Control cable from each panel shall be wired and terminated to suitable</li> </ul>	Unit	1.00	13,49,255.60	<b>13,49,255.60</b>

	24 pin connector in the control panel. • Suitable space for fixing the Remote Terminal Unit (RTU) and Radio Modem in Control panel. • Suitable Clamps for fixing Antenna Pipe 5 Way RMU, 2OD + 3VL (One Incomer + Three Breakers + One Outgoing) 630 Amps with Copper Busbar				
38	Heat Shrinkable Outdoor Type Cable Termination Kit for XLPE Cable,3x95 Sqmm	Set	58.00	4,473.70	<b>2,59,474.60</b>
39	Heat Shrinkable Outdoor Type Cable Termination Kit for XLPE Cable3x400 Sqmm	Set	12.00	5,893.80	<b>70,725.60</b>
40	Heat Shrinkable Indoor Type Cable Termination Kit for XLPE Cable3x95 Sqmm	Set	96.00	4,118.40	<b>3,95,366.40</b>
41	Heat Shrinkable Indoor Type Cable Termination Kit for XLPE Cable3x400 Sqmm	Set	38.00	5,296.50	<b>2,01,267.00</b>
42	H.T Heat Shrinkable Straight Through Jointing Kit for XLPE Cable with Copper Lug & Al Ferrule, 3x95 Sqmm	Set	38.00	8,042.10	<b>3,05,599.80</b>
43	H.T Heat Shrinkable Straight Through Jointing Kit for XLPE Cable with Copper Lug & Al Ferrule ,3x400 Sqmm	Set	26.00	12,042.80	<b>3,13,112.80</b>
44	PSCC Pole (200 Kg WL) Clamp - MS(Dwg No. BESCO/GM/QS&S/31 Dtd 24.11.2018)	No	90.00	90.20	<b>8,118.00</b>
45	PSCC Pole (140 Kg WL) Clamp - MS (Dwg No. BESCO/GM/QS&S/31 Dtd 24.11.2018)	No	40.00	80.30	<b>3,212.00</b>
46	LT 2 Pin Cross Arms - GI	No	40.00	190.30	<b>7,612.00</b>
47	Dead End Clamp/Anchor Clamp Assembly 25 to 95 Sqmm Bare Messenger(Exclusive of Pole Clamp and Eye Hook)	No	80.00	167.20	<b>13,376.00</b>
48	LT Distribution Box as per IS-13947 Part- 1&2 LT Distribution Box for 250 kVA DTC with MCCB's (Sheet Metal) (Dwg No.	No	4.00	25,095.40	<b>1,00,381.60</b>

	BESCOM/GM/QS&S/08 Dtd 24.11.2018)				
49	Supply of Pole Clamp for HT/LT AB cables	No	24.00	119.90	<b>2,877.60</b>
50	Supply of Tee - Connector - KZ3 95	No	124.00	431.20	<b>53,468.80</b>
51	Supply of Pre - Insulated Lug - CPTAU for 95 Sqmm	No	220.00	431.20	<b>94,864.00</b>
52	HM HDPE Flexible Poly Film Barricade Tape of 50 Microns with ESCOM's Logo, Caution, Danger & Men At Work	Mtr	100.00	3.30	<b>330.00</b>
53	PVC Pipe as per 2509 - 150 mm Dia	Mtr	200.00	558.80	<b>1,11,760.00</b>
54	GI Pipe B class - as per IS-1239 - 150 mm Dia	Mtr	460.00	2,039.40	<b>9,38,124.00</b>
55	HDPE/PLB Pipe 50/42mm	Km	0.50	93,515.40	<b>46,757.70</b>
56	GI Grounding pipe, B - Class, 42 mm dia, 2.5 Mtr long, 3.2 mm thick with bolt, nut, GI Strips and washer complete Minimum Weight of GI Pipe: 7.3 Kg	No	194.00	817.30	<b>1,58,556.20</b>
57	Good Quality well burnt Charcoal for grounding purposes packed in non returnable gunny bag of 30 Kg each	No	226.00	743.60	<b>1,68,053.60</b>
58	Good Quality Salt for grounding purposes packed in 50 Kg gunny bag	Bag	226.00	341.00	<b>77,066.00</b>
59	Rod type of earthing using 40 mm Dia, 3 Mtr long MS rod as ground rod, in earth pit of 300 mm width and 3300 mm depth and using 50x6 mm flat welded to ground rod as terminal & connected to equipment ground terminal using PVC Al wire as specified	No	32.00	2,389.20	<b>76,454.40</b>
60	Transparent Alkathine tube 19 mm dia, 2 mm thick in coils of 30 Mtr	Coil	10.00	568.70	<b>5,687.00</b>
61	<b>Heavy Duty Copper Terminal Long Barrel</b>				
62	25 Sqmm Copper Terminal, Apprx Wt: 11 Gm	No	1,200.00	29.70	<b>35,640.00</b>
63	50 Sqmm Copper Terminal, Apprx Wt: 26 Gm	No	896.00	63.80	<b>57,164.80</b>
64	95 Sqmm Copper Terminal, Apprx Wt: 58 Gm	No	448.00	141.90	<b>63,571.20</b>

65	240 Sqmm Copper Terminal, Apprx Wt: 218 Gm	No	448.00	390.50	<b>1,74,944.00</b>
66	Aluminium End Terminal (Lug)-16 Sq.mm	No.	1,000.00	2.20	<b>2,200.00</b>
67	Full Threaded Bolt & Nut as per IS-1367 MS Bolts and Nuts of sizes 16x40 mm	MT	0.80	1,07,619.60	<b>86,095.68</b>
68	PVC Insulation Tapes 19 mm wide and in rolls of 10 Mtr	Roll	570.00	16.50	<b>9,405.00</b>
69	Compact Pre - Fabricated Packaged Sub - Station (as per IEC-60694/IS-3427) 11kV/433V consisting of 3 way SF6/VCB insulated compact RMU, oil cooled CRGO/Amoprhaus Core Star - 2 Rated (5 - Star) Transformer and LT section with one MCCB/ACB as incoming and following ougoing MCCB feeders and with enclosure made of electronically galvanized steel sheet (min 2 mm Thickness) with powder coated finish, Copper busbar with LT Metering facility 500 kVA Al. Wound Transformer, 800 Amps ACB 50 kA 4 pole fixed type micro processor based for LT incomer and 4 Nos. 250 Amps MCCB 4 pole 36 kA TM Based for out going	Set	7.00	30,95,066.70	<b>2,16,65,466.90</b>
70	Compact Pre - Fabricated Packaged Sub - Station (as per IEC-60694/IS-3427) 11kV/433V consisting of 3 way SF6/VCB insulated compact RMU, oil cooled CRGO/Amoprhaus Core Star - 2 Rated (5 - Star) Transformer and LT section with one MCCB/ACB as incoming and following ougoing MCCB feeders and with enclosure made of electronically galvanized steel sheet (min 2 mm Thickness) with powder coated finish, Copper busbar with LT Metering facility 800 kVA Copper Wound Transformer, 1250 Amps ACB 50 kA 4 pole fixed type micro processor based for LT incomer	Set	3.00	38,40,386.00	<b>1,15,21,158.00</b>

	and 6 Nos. 250 Amps MCCB 4 pole 36 kA TM Based for LT out going				
71	RCC Hume Pipe 2000 mm long 150 mm Dia	No.	1,268.00	337.70	<b>4,28,203.60</b>
72	Collars for RCC Hume Pipe 150 mm Dia	No	78.00	90.20	<b>7,035.60</b>
73	DISC Insulator 45 kN Porcelain	No	20.00	561.00	<b>11,220.00</b>
74	Guy Clamp - GI	No	10.00	126.50	<b>1,265.00</b>
75	Anchor Rod using 12 mm rounds/Guy Rod - GI	No	10.00	361.90	<b>3,619.00</b>
76	Route & Joint indicating slab with MS Anchor rod	No	30.00	146.30	<b>4,389.00</b>
77	Universal Hook and Bolt & Nut	No	65.00	366.30	<b>23,809.50</b>
78	Piercing Connector Suitable for 50 Sqmm - 150 Sqmm AB Cable - Main to Main Connection	No	118.00	382.80	<b>45,170.40</b>
79	Piercing Connector Suitable for 16 Sqmm - 95 Sqmm AB Cable - Street Light Connection	No	82.00	291.50	<b>23,903.00</b>
80	1.1 KV Class HR (Heat Resistant) PVC Insulated & Un Sheathed Aluminium Wires Multistrand Single Core Lead wires as per IS- 694: 2010-PVC Wire - 240 Sqmm Al Wt: 63.5 Kg, Total Wt: 87 Kg/100 Mtr Coil	Coil	4.00	28,640.70	<b>1,14,562.80</b>
81	Three Phase Distribution box for 6 Connections	No	60.00	2,641.10	<b>1,58,466.00</b>
82	GI Wire as per IS-2141 7/10 SWG Guy Wire (7/3.251 mm Dia), Std Wt: 680 Kg/KM	MT	0.03	84,948.60	<b>2,548.46</b>
83	Single H Frame with Transformer Seating and Seating angle support cross arm for 11 Mtr Spun Pole for 25 kVA (OH Line) - GI	Set	4.00	38,023.70	<b>1,52,094.80</b>
84	Accessories for ABC Cables as per NF-33, as per IS- 13573 for Joints & Terminations,Suspension Clamp suitable for insulated Messsenger	No	60.00	390.50	<b>23,430.00</b>

	wire of size 25 to 95 Sqmm				
85	Supply of Eye Hook (Flat Type) for fixing Clamp	No	100.00	112.20	<b>11,220.00</b>
86	1.1 kV, LT Aerial Bunched Cable, XLPE insulation confirming to IS-14255: 19953- <b>1x95 + 1x70 + 1x16 Sqmm Street light (Insulated Messenger cum Neutral)</b>	KM	0.50	5,43,500.10	<b>2,71,750.05</b>
87	Route and Joint Indicating Stones	No	25.00	146.30	<b>3,657.50</b>
88	Cable Covering Tile 125x250x40 mm	Per 1000	6,000.00	11.28	<b>67,683.00</b>
89	River Sand/Manufactured Sand	CMT	135.00	1,623.60	<b>2,19,186.00</b>
90	LT Distribution Box for 250 kVA DTC with MCCB's (Sheet Metal) (Dwg No. BESCOM/GM/QS&S/08 Dtd 24.11.2018) as per IS-13947 PART-1&2	No	4.00	25,095.40	<b>1,00,381.60</b>
91	Aluminium End Terminal (Lug)-25 Sq.mm	No.	200.00	3.30	<b>660.00</b>
92	Aluminium End Terminal (Lug)-50 Sq.mm	No.	100.00	9.90	<b>990.00</b>
93	Caution/Danger Board	No	25.00	165.00	<b>4,125.00</b>
94	11 kV, 3 Core, XPLE HTUG Cable with pressure extruded inner sheeth, ROUND WIRE ARMOURED as per IS-7098 (Part-2) Armouring wires dia and Resistivity as per IS-3975-240 Sqmm, (55 GI Wires - 3.15 mm Dia)	Km	1.90	18,21,652.80	<b>34,61,140.32</b>
95	Heat Shrinkable Indoor Type Cable Termination Kit for XLPE Cable-3x240 Sqmm	No	22.00	5,160.10	<b>1,13,522.20</b>
96	11 kV, Jointing & Cable Termination Kit as per IS-13573-Heat Shrinkable Type Transition Jointing Kit for XLPE Cable-3x240 Sqmm	No	6.00	13,930.40	<b>83,582.40</b>
97	Heat Shrinkable Outdoor Type Cable Termination Kit for XLPE Cable-3x240 Sqmm	No	8.00	5,849.80	<b>46,798.40</b>
98	HT ST Support 50x8 mm Flat - MS (Dwg No.	No	40.00	100.10	<b>4,004.00</b>

	BESCOM/GM/QS&S/04 Dtd 24.11.2018				
99	Monoplast	kg	30.00	70.40	<b>2,112.00</b>
<b>TOTAL MATERIAL AMOUNT(PART A)</b>					<b>8,90,61,700.18</b>

<b>Schedule -B (Labour)</b>					
Sl. No.	Particulars	Unit	Estimated Qty	Estimated Rate	Amount
1	Digging of Pit 2.5 Mtr depth for erection of 11 Mtr long Tubular Spun Pole as per approved Drawing. Ordinary Soil	Per Pit	4.00	2,095.50	<b>8,382.00</b>
2	Digging of Pit for providing GI Pipe type Earthing Ordinary Soil	Per Pit	226.00	834.90	<b>1,88,687.40</b>
3	Providing cement concrete 1:2:4 for Anchor Rod in Marshy/Black Cotton Soil 600x600x450 mm	Each	5.00	1,098.90	<b>5,494.50</b>
4	Releasing & Re-erection of RCC/PSCC Pole of 9 to 10 Mtr long in a pit of 1.8 Mtr depth	No	327.00	1,101.87	<b>3,60,311.49</b>
5	Erection of 11 kV Auto reclosures with control box GSM modem, connecting cable, control transformer, wiring testing and commissioning including parameterisation	Per Set	9.90	5,221.70	<b>51,694.83</b>
6	Erection of 11 Mtr long Concrete Spun Pole in a pit of 2.5 Mtr depth (Mechnised Labour)	No.	33.60	2,798.40	<b>94,026.24</b>
7	Erection of Double Pole Transformer Structure using 9 Mtr Long RCC (145 Kg WL)/PSCC (300 Kg WL) Pole including fixing of Structure Materials, Erection of Poles etc., complete for mounting of Transformer as per approved drawing- For 100 to 250 kVA	Set	8.00	6,559.30	<b>52,474.40</b>
8	Releasing & Re-erection of H-Frame for single break 200 Amps GOS	No.	57.00	675.07	<b>38,478.99</b>



9	For Erection of Three H Frame with Transformer Seating and Seating angle support cross arm for 11 Mtr Spun Pole up to and including 250 kVA (UG Cable) (excluding erection of Pole)	Per structure	5.40	3,672.90	<b>19,833.66</b>
10	KSRB 15-3.11 Plastering concrete surface in cement mortar 1:4, 20 mm thick inclusive of smooth rendering curing etc., complete. (KPWD Rate of Rs. 4842 for CMT)	Sqmt	264.00	471.90	<b>1,24,581.60</b>
11	Construction of platform with size stone, cement concert for erection of 500 kVA Transformer/Metering cubicle/Heavy Equipment. Construction of platform (1.5x1.5x1.2) Mtr in size stone, for erection of transformers/Heavy equipment including all materials, labour. Excavation of (1.5x1.5x1) Mtr pit for foundation providing and laying cement concrete 1:4:8 for foundation laid in 10 cm thick layers, well compacted curing etc., complete providing and construction of stone masonry 0.9 Mtr below ground level and 1.2 Mtr above ground level neatly hammer dressed in cement mortar 1:6. Providing and Laying cement concrete slab 1.5x1.5x0.10 Mtr with cement concrete of 1:2:4 mix forming & cutting complete, providing pointing to stone masonry in cement mortar 1:3 after racking joint & nicely lining curing etc., plastering the concrete surfaces in cement mortar 1:4 including smooth rendering curing etc., curing at every stages completely.	Per Structure (1 structure = 5.46 CMT)	4.00	6,867.30	<b>1,49,981.83</b>
12	Releasing of Rabbit ACSR Conductor.	Per km/Per Wire	1.20	4,413.20	<b>5,295.84</b>
13	Releasing of 100 kVA Transformer	Each	1.00	1,574.10	<b>1,574.10</b>
14	Releasing of 200 - 250 kVA Transformer Structures	Each	20.50	2,255.22	<b>46,232.01</b>

15	Erection of 300 - 500 kVA Transformer Structures	Each	7.40	3,393.50	<b>25,111.90</b>
16	Providing GI Pipe Earthing for Lightning Arrester, Transformer Neutral and Transformer Metal parts (Excluding digging of pits)	Per Set(1 No. of Electrode)	226.00	209.00	<b>47,234.00</b>
17	Erection of -LT Feeder pillar box (MS & Thermoset Plastic Enclosure) including necessary civil works like soil excavation & concreting etc. complete-8/12 Ways (Thermoset Plastic Enclosure)	No.	62.00	1,461.90	<b>90,637.80</b>
	Fixing LT Distribution box for 100/250/500 kVA DTC (Excluding wiring)	Per Box	9.90	423.50	<b>4,192.65</b>
19	Releasing Metering Box for housing the ETV Meter 3 Phase 4 Wire along with CT's, Meter & wiring for DTC for 100 KVA DTC	Per set	1.00	1,926.54	<b>1,926.54</b>
20	Releasing Metering Box for housing the ETV Meter 3 Phase 4 Wire along with CT's, Meter & wiring for DTC for 250 KVA DTC	Per set	9.00	1,926.54	<b>17,338.86</b>
21	Relasing of Metering Box for housing the ETV Meter 3 Phase 4 Wire along with CT's, Meter & wiring for DTC for 300/500 kVA TC	Per set	3.60	2,140.60	<b>7,706.16</b>
22	Fixing of DOLO Cutout/Horn Gap Fuse including fixing of cross arm and wiring	Each	9.90	260.70	<b>2,580.93</b>
23	Fixing of GOS including wiring (11 kV Single Break 200 Amps)	SET	51.30	1,214.40	<b>62,298.72</b>
24	Fixing of 3 Nos Lightning Arrestor including wiring .	Set (3 Nos.)	90.00	130.90	<b>11,781.00</b>
25	Releasing & Refixing of Over Head Service Mains (SinglePhase/Three Phase) for consumer installation and street lighting and similar work (While replacing existing Pole)	Per connection/ installation	1,325.00	113.30	<b>1,50,122.50</b>
26	Transporting RMU (Compact) unit from store to work spot including loading, unloading. (No separate crane charges) -1 Panel	No	1.00	8,145.50	<b>8,145.50</b>

27	Transporting RMU (Compact) unit from store to work spot including loading, unloading. (No separate crane charges) -5 Panel	No	5.00	12,531.20	<b>62,656.00</b>
28	Transporting Cable from Store to work spot including loading and unloading (including Crane and other equipment charges if any)- 3x95 to 150 Sqmm HT CABLE.	per/Km of cable	4.90	21,244.30	<b>1,04,097.07</b>
29	Transporting Cable from Store to work spot including loading and unloading (including Crane and other equipment charges if any)- 3x300 to 3x500 Sqmm HT CABLE.	per/Km of cable	3.00	30,290.70	<b>90,872.10</b>
30	Transporting Cable from Store to work spot including loading and unloading (including Crane and other equipment charges if any) 120 to 240 Sqmm (3.5/4 Core).	per/Km of cable	12.80	2,973.30	<b>38,058.24</b>
31	Transporting Cable from Store to work spot including loading and unloading (including Crane and other equipment charges if any) 35 to 95 Sqmm (3.5/4 Core)	per/Km of cable	21.00	2,623.50	<b>55,093.50</b>
32	Laying of 3X95 Sq.mm to 150 Sq.mm HT UG cable in Existing Trench/GI pipe/Stone Ware/RCC Hume pipe using Wooden/Aluminum Rollers as directed by the departmental staff	KM	0.49	67,454.20	<b>33,052.56</b>
33	Laying of 3x185 to 3X240 Sq.mm HT UG cable in Existing Trench/GI pipe/Stone Ware/RCC Hume pipe using Wooden/Aluminum Rollers as directed by the departmental staff	KM	1.90	70,568.30	<b>1,34,079.77</b>
34	Laying of 3x300 to 3x500 Sq.mm HT UG cable in Existing Trench/GI pipe/Stone Ware/RCC Hume pipe using Wooden/Aluminum Rollers as directed by the departmental staff	KM	0.52	72,644.00	<b>37,774.88</b>
35	Laying of 2.5 TO 25 SQMM ( 3.5 c and 4 C)1.1kv L T UG cable in Existing Trench/GI pipe/Stone Ware/RCC Hume pipe using Wooden/Aluminum Rollers as directed by the departmental staff	KM	6.80	22,974.60	<b>1,56,227.28</b>

36	Heat shrinkable Straight Through Joint for HT UG cables.-3x95 to 3x150 Sqmm	set	38.00	3,132.80	<b>1,19,046.40</b>
37	Heat shrinkable Straight Through Joint for HT UG cables.-3x300 to 3x400 Sqmm	set	26.00	3,132.80	<b>81,452.80</b>
38	Making and Fixing pot head for HT Cable only, Heat shrinkable type-3x95 to 3x150 Sqmm	set	154.00	2,923.80	4,50,265.20
39	Making and Fixing pot head for HT Cable only, Heat shrinkable type-3x185 to 3x240 Sqmm	set	42.00	2,923.80	<b>1,22,799.60</b>
40	Making and Fixing pot head for HT Cable only, Heat shrinkable type-3x300 to 3x400 Sqmm	set	50.00	2,923.80	<b>1,46,190.00</b>
41	Fixing foundation frame of channels and angle iron welding fixing in concrete aligning the RMU on foundation bed, assembly of units, connecting Bus Bars from panel to panel initial filling of oil etc., complete,5 Panel	No	5.00	25,689.40	<b>1,28,447.00</b>
42	Fixing foundation frame of channels and angle iron welding fixing in concrete aligning the RMU on foundation bed, assembly of units, connecting Bus Bars from panel to panel initial filling of oil etc., complete.,1 panel	No	4.00	5,326.20	<b>21,304.80</b>
43	Spun Pole Painting (supplying & applying two coats of enamel paints to 11 Mtr Spun Pole) and painting	Pole	4.00	5,012.70	<b>20,050.80</b>
44	Lettering the RMU with enamel paint and also writing single line diagram of each panel, caution Board, Danger Board etc., including cost of Paint, Brush etc.,-5 panel	No.	56.00	1,057.10	<b>59,197.60</b>
45	Stringing of 1.1 kV grade Aerial Bunched 3 Core cable of XLPE insulation of size (3x95) (Phase Conductor) + (1x70) (Insulated Messenger Neutral) + (1x16) (Street Light Control.	KM	2.45	36,419.90	<b>89,228.76</b>
46	Fixing of Universal Hook	No	65.00	211.20	<b>13,728.00</b>
47	Fixing of Pole Clamp-145 mm x 95	No	64.00	176.00	<b>11,264.00</b>

48	Installation of Insulation piercing connector for Main to Service Line Main : 16-95 Sqmm, Tap: 4-35 Sqmm (P2X95),for AB cable works.	No.	120.00	140.80	<b>16,896.00</b>
49	Laying of UG Cables by Trenchless Technology (HDD) by adopting Horizontal Boring & Drawing of cable including preparation at siteNormal soil 5/6" Bore	Rmtr	18,200.00	1,043.90	<b>1,89,98,980.00</b>
50	Laying of UG Cables by Trenchless Technology (HDD) by adopting Horizontal Boring & Drawing of cable including preparation at siteNormal Soil - 8" Bore (UG cable along with upto 5 Nos of 50/42 mm or 40/33 mm HDPE/PLB Pipe)	Rmtr	500.00	1,820.50	<b>9,10,250.00</b>
51	Earth work excavation for cable trench of 0.5 to 0.75 Mtr. Width and Depth upto 1 Mtr including trial pits, depositing on bank upto a lead of 50 Mtr, Supplying and Displaying necessary Danger Boards and Lighting, Using sight Rails and Sign Boards at every 100 Mtr wherever necessary as directed in ordinary soil.	CMT	11,550.00	288.20	<b>33,28,710.00</b>
52	UG Cable Work : Refilling the cable trench with selected available earth from trench excavation including watering consolidation in layers of 15cm .Thickness including depositing of the surplus earth with a lead of 200 meters.	CMT	11,957.00	176.00	<b>21,04,432.00</b>
53	Installing & fixing the Compact Pre-Fabricated Packaged Sub-Station 100 / 250 / 500 / 800 / 1000 kVA transformer on the existing concrete plinth. (This does not include the cost of plinth, cable duct, laying & termination of cable etc. provision for the same shall be made)	Set	10.00	17,928.90	<b>1,79,289.00</b>

54	KSRB 2-4 Refilling the RMU foundation with the approved new earth with initial lead of 50 Mtr including watering and tamping layers of 15 cm thick etc., complete	CMT	345.00	176.00	<b>60,720.00</b>
55	KSRB 4-1.3: Providing and Laying in position plain cement concrete of mix 1:4:8 with OPC Cement @ 180 Kgs, with 40 mm and down size graded granite metal coarse aggregates @ 0.85 CMT and fine aggregates @ 0.57 CMT machine mixed, machine mixed, concrete laid in layers not exceeding 15 cm. thick well compacted, in foundation and plinth, including cost of all materials, labour, HOM of machinery, curing complete as per specifications. SPECIFICATION No. KBS 4.1, 4.2	CMT	230.00	6,230.40	<b>14,32,992.00</b>
56	KSRB 4-1.6: Providing and Laying in position plain cement concrete of mix 1:2:4 with Cement @ 240 Kgs, with 20 mm and down size graded granite metal coarse aggregates @ 0.878 CMT and fine aggregates @ 0.459 CMT machine mixed concrete laid in layers not exceeding 15 cm. thick well compacted, in foundation and plinth and cills, including cost of all materials, labour, HOM of machinery, curing complete as per specifications. SPECIFICATION No. KBS 4.1, 4.2	CMT	217.50	6,771.60	<b>14,72,823.00</b>
57	KSRB 4.9.1: Providing mild steel reinforcement for RCC work including straightening, cutting, bending, hooking, placing in position, lapping and/or welding wherever required, and Laying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials labour,	Qntl.	5.20	8,030.00	<b>41,756.00</b>

	HOM of machinery complete as per specifications. SPECIFICATION No. KBS 4.6.3				
58	KSRB 4.9.1: Providing mild steel reinforcement for RCC work including straightening, cutting, bending, hooking, placing in position, lapping and/or welding wherever required, and Laying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials labour, HOM of machinery complete as per specifications. SPECIFICATION No. KBS 4.6.3	CMT	6.50	6,712.20	<b>43,629.30</b>
59	KSRB 5.2-3: Providing and constructing granite/trap/basalt size stone masonry in foundtaion with cement mortar 1:6 edges of stones chistle dressed in courses not less than 15 cm high, bond stones at 2 Mtr apart in each course including cost of materials, labour curing complete as per specifications. KBS 5.1.13	CMT	117.90	7,430.50	<b>8,76,055.95</b>
60	KSRB 6-2.2 Providing and constructing Burnt Brick Masonary with approved quality of Non-modular bricks of standard size of class designation 5.0 Newton/Sqmm (table moulded) with cement mortar 1:8 for basement and superStructure including cost of materials, labour charges, scaffolding, curing complete as per specifications. Specification No. KBS 6.2	M3	200.00	3,678.40	<b>7,35,680.00</b>
61	Spreading and forming with sand all round the cable to a depth of 75 mm and width of 500 mm. (Does not include cost of sand	KM	1.50	16,291.00	<b>24,436.50</b>
62	Covering cable with Tiles for UG cable works.	KM	1.50	4,803.70	<b>7,205.55</b>
63	Fixing of Route Joint Indicating Slab	No.	1.50	127.60	<b>191.40</b>

64	Heat shrinkable Straight Through Joint for HT UG cables-3x185 to 3x240 Sqmm	set	8.00	3,132.80	<b>25,062.40</b>
65	Heat shrinkable Straight Through Joint-LT UG Cable.2.5 to 25 Sqmm	set	156.00	157.30	<b>24,538.80</b>
66	Heat shrinkable Straight Through Joint-LT UG Cable.35 to 95 Sq.mm	set	46.00	312.40	<b>14,370.40</b>
67	Heat shrinkable Straight Through Joint-LT UG Cable.120 to 240 Sq.mm	set	26.00	418.00	<b>10,868.00</b>
68	Laying of cable in Existing Trench/GI pipe/Stone Ware/RCC Hume pipe using Wooden/Aluminum Rollers as directed by the departmental staff-LT Cable-300 to 400 Sqmm	set	1.50	37,593.60	<b>56,390.40</b>
69	Digging of Pit 1.8 Mtr depth for erection of 9 to 10 Mtr Long Steel/RCC/PSCC supports as per approved Drawing. Ordinary Soil	Per Pit	45.00	691.90	<b>31,135.50</b>
70	Earth Excavation for RMU Foundation Depositing of earth on Bank up to a lead of 50 Mtr and with a lift up to 1.5 Mtr In ordinary	CMT	383.33	288.20	<b>1,10,476.67</b>
71	Cutting of Road surface for cable trenches and disposing of the excavated earth, as directed including Barricading, Danger Lighting then Refilling the Cable Trenches-Bituminous road	CMT	60.00	325.60	<b>19,536.00</b>
72	Dismantling of cement concrete pavement by mechanical means using pneumatic tools, breaking to pieces not exceeding 0.02 m3 in volume and stock piling at designated locations and disposal of dismantled materials	CMT	75.00	619.30	<b>46,447.50</b>
73	RCC hume Pipe Laying and Jointing the pipes (100- 150 mm Dia) including lowering in Position: Fixing Collars etc., Joining with mud mortor complete	Mtr	1,268.00	75.90	<b>96,241.20</b>
74	Laying the GI Pipe 80 mm to 150 mm dia at Drainage Water Supply Crossing including fixing collars elbows, bends, Tees and other	Mtr	460.00	102.30	<b>47,058.00</b>



	fitting with Cuts and Threads wherever necessary complete				
75	Fixing 1 Circuit of LT Wiring for 250/500 kVA Transformers via metering box. (includes fixing of necessary supports like 2 Pin cross arm, Spacer etc)	Per Circuit	8.00	1,357.40	<b>10,859.20</b>
76	Stringing of 11 kV grade Aerial Bunched 3 Core cable of XLPE insulation of size 3x95 Sqmm + 1x70 Sqmm with Insulated Messenger Wire	KM	0.50	36,419.90	<b>18,209.95</b>
77	Providing Pole Concreting with CC 1:2:4 (without coping 11 Mtr Spun Pole (1000x1000x2500mm) includes materials and labour including necessary curing Etc (cost does not includes excavation).	Each	4.00	16,574.80	<b>66,299.20</b>
78	Providing Coping for Pole with CC 1:2:4 (As per actuals)390 mm all around the Pole for an height of 300 mm for Spun Pole	Each	4.00	2,609.20	<b>10,436.80</b>
79	Providing Base Concreting with CC 1:4: 8 Pole base for 11 Mtr Spun Pole (1000x1000x150mm) includes material, labour, curing(no excavation included)	Each	4.00	1,029.60	<b>4,118.40</b>
<b>Total Labor Amount (Excluding GST) in Rs.</b>					<b>3,43,77,106.92</b>

# **SECTION-10**

## **ANNEXURES**

## **INDEX**

### **Table of Forms**

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**NOTE:**

*This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.*

*All italicized text is for guidance how to prepare the various forms and shall be deleted from the final documents.*

**FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT**

To,.....( Name of the Employer)  
.....(Address of the Employer).

Whereas .....(Name and Address of the contractor) (herein after called the Contractor) has undertaken, in pursuance of contract no.....  
Dated:.....(Name of the contract and brief description of the work) (herein after called the Contract)

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of ₹. \_\_\_\_\_ [amount of guarantee]  
Rupees \_\_\_\_\_ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

**FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

**From:**

Name and Address of the Bank.....

.....

**To:**

The Managing Director,  
Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE),  
"Samparka Soudha" , 1st Floor,  
B.E.P Premises (Opp. Orion Mall),  
Dr. Rajkumar Road,  
Rajajinagar 1st Block,  
Bangalore - 560 010

WHEREAS, Bengaluru Integrated Rail Infrastructure Development Enterprise Limited , hereinafter called the **Employer**, acting through **[Insert Designation and address of the Employer's Representative]**, has accepted the bid of **[Insert Name and address of the Contractor]**, hereinafter called the **Contractor**, for the work of **[Insert Name of Work]**, vide Notification of Award No **[Insert Notification of Award No...]** AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of **[Insert Value of Performance Security required]**, in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, **[Insert Name of the Bank]**, with its Branch **[Address]** having its Headquarters office at **[Address]**, hereinafter called the **Bank**, acting through **[Designation(s) of the authorised person of the Bank]**, have, at the request of the **[Insert name of the Contractor]**, a contractor, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

- 1 KNOW ALL MEN by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of **[Insert Value of Performance Security required]** as above stated.
- 2 The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal not withstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.
- 3 On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

- 4 The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
- 5 The Bank Guarantee shall be unconditional and irrevocable.
- 6 The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.
- 7 The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
- 8 This guarantee is valid and effective from the date of its issue, which is ***[insert date of issue]***. The guarantee and our obligations under it will expire on ***[Insert the date twenty-eight days after the expected end of defect liability period]***. All demands for payment under the guarantee must be received by us on or before that date.
- 9 The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.
- 10 The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
- 11 The expressions Bank and Employer herein before used shall include their respective successors and assigns.
- 12 The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
- 13 The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.
- 14 This guarantee shall be valid for 28days from the date of expiry of defect liability period.

Date .....

Place.....

.....

*[Signature of Authorized person of  
Bank/ Guarantor]*

.....

*[Name in Block letters]*

.....  
*[Designation]*

.....  
*[P/ Attorney] No.*

.....  
*Bank's Name and Seal*

*P/ Attorney] No.....*

Witness:

1. *Signature*  
*Name & Address & Seal*
2. *Signature*  
*Name & address & Seal*

**Note:**

1. *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
2. *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*

Bi-RIDE

**FORMAT FOR BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY**

*(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank)*

**From:**

*Name and Address of the Bank.....*

.....

**To:**

The Managing Director,  
Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE),  
"Samparka Soudha" , 1st Floor,  
B.E.P Premises (Opp. Orion Mall),  
Dr. Rajkumar Road,  
Rajajinagar 1st Block,  
Bangalore - 560 010

WHEREAS, Bengaluru Integrated Rail Infrastructure Development Enterprise Limited Limited, hereinafter called the **Employer**, acting through **[Insert Designation and address of the Employer's Representative]**, has accepted the bid of **[Insert Name and address of the Contractor]**, hereinafter called the **Contractor**, for the work of **[Insert Name of Work]**, vide Notification of Award No. **[Insert Notification of Award No.]**.

**AND**

WHEREAS, the contractor is required to furnish Performance Security for the sum of **[Insert Value of Performance Security required]**, in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, **[Insert Name of the Bank]**, with its Branch **[Address]** having its Headquarters office at **[Address]**, hereinafter called the **Bank**, acting through **[Designation(s) of the authorised person of the Bank]**, have, at the request of the **[Insert name of the Contractor]**, a contractor, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of **[Insert Value of Performance Security required]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.



3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.
4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
5. The Bank Guarantee shall be unconditional and irrevocable.
6. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
8. His guarantee is valid and effective from the date of its issue, which is **[insert date of issue]**. The guarantee and our obligations under it will expire on **[Insert the date twenty-eight days after the expected end of defect liability period]**. All demands for payment under the guarantee must be received by us on or before that date.
9. The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.
10. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
11. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
12. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
13. The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date .....

Place.....

.....

[Signature of Authorised person of  
Bank]

.....

[Name in Block letters]

.....

[Designation]

.....

[P/Attorney] No.

.....  
*Bank's Seal*

*[P/Attorney] No.....*  
Witness:

3. *Signature*  
*Name & Address & Seal*

4. *Signature*  
*Name & address & Seal*

*Note:*

- 1 *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
- 2 *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*

**FORMAT FOR ADVANCE PAYMENT SECURITY**

*(On non-judicial stamp paper of appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank)*

**From**

*[Name and Address of the Bank]*

**To**

The Managing Director,  
Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE),  
"Samparka Soudha" , 1st Floor,  
B.E.P Premises (Opp. Orion Mall),  
Dr. Rajkumar Road,  
Rajajinagar 1st Block,  
Bangalore - 560 010

**Beneficiary/Employer:** Bengaluru Integrated Rail Infrastructure Development Enterprise Limited Limited.

**Guarantee No.:** *[... reference number of the guarantee...]* **Dated:** *[.....]*

WHEREAS, Bengaluru Integrated Rail Infrastructure Development Enterprise Limited Limited (**hereinafter called the Employer**) has entered into Contract No. *[... reference number of the Contract...]* dated *[.....]* for the execution of *[name of the contract]* (**hereinafter called the Contract**) with *[...name of the Contractor...]* (**hereinafter called the Contractor**).

WHEREAS, according to the Conditions of the Contract, an advance payment is admissible to the contractor against submission of bank guarantee(s).

At the request of the Contractor, we *[...name of the Bank...]* with our branch at *[...address...]*, having our Head Office at *[...address...]* (**hereinafter called the Bank**) have, at the request of *[.....Insert name of the Contractor]*, a Contractor, agreed to give the said guarantee as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned *[ Insert name(s) of authorized representative(s) of the Bank....]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantees to pay the Employer the sum of ₹. *[...value in figure...]* (Rupees *[...value in words....]* only (**hereinafter called the Full Amount**).
2. The Bank undertakes to immediately pay to the Employer, without any demur, reservation or recourse, any amount up to and including aforementioned full amount upon first written demand/demands from the Employer.
3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.
4. The Bank shall pay the amount so demanded without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

5. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank, the Contractor or the Employer.
6. The Bank agrees that no change, addition, modification to the terms of the Contract Agreement or to any document, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
7. This guarantee is valid and effective from the date of it's issue, which is [....date of issue....]. The guarantee and our obligations under it will expire on dated .....[....Please refer note 4 & 5....]. All demands for payment under the guarantee must be received by us on or before that date.
8. The Bank agrees that the Employer's right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will continue until either the aforementioned full amount is paid to the Employer or the guarantee validity period expires.
9. The Bank agrees that it's obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
10. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
11. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

**Dated**[.....]

**Place**[.....]

.....  
(Signature of the Authorized Person of the Bank)

.....  
(Name in Block Letters)

.....  
(Designation)

.....  
(Bank's Seal)

.....  
(Authorization No.)

**Witness:**

.....  
1. Signature, Name & Address

.....  
2. Signature, Name & Address

**Note:**

1. *All italicized text in brackets [...text...] is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
2. *In case the guarantee is issued by a foreign Bank, the said bank shall have operations in India and should be issued by Indian operations branch of the said bank.*

3. **Mobilization Advance**

**(a) For Single Entity**

*For each Installment of Advance, two Bank Guarantees of equal amounts (each equal to half of the first installment of advance plus 10%) shall be furnished. Each Bank Guarantee shall be valid for the stipulated completion period of the contract.*

**Advance against Plant and Machinery**

**(a) For Single Entity**

*For each Installment of Advance, a Bank Guarantee equal to the installment of advance plus 10% shall be furnished. The Bank Guarantee shall be valid for the stipulated completion period of the contract.*

**INDEMNITY BOND FOR THE SAFE CUSTODY OF THE  
MATERIALS SUPPLIED BY THE CONTRACTOR**

(To be executed on Non-Judicial Stamp Paper of Appropriate Value and notarized)

THIS INDEMNITY BOND made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ (*insert the name of the Contractor and its registered address*) (hereinafter called "the Contractor") which expression shall where the context do admits or implies be deemed to include its executors, administrators and assigns, in favour of the Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE), Samparka Soudha", 1<sup>st</sup> Floor, B.E.P Premises (Opp. Orion Mall), Dr. Rajkumar Road, Rajajinagar 1st Block, Bangalore - 560 010 (hereinafter called "K RIDE") on the other part.

WHEREAS by an Agreement/Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said agreement"), the Contractor has agreed to execute the \_\_\_\_\_ (*Name of Work*) (hereinafter called "the Works").

AND WHEREAS the Contractor has submitted to K RIDE/ the Engineer for payment on materials procured by him and brought to the site of the Works or his workshop for use in the Works.

AND WHEREAS K RIDE/ the Engineer has agreed to make advance/stage payment to the Contractor the total sum of ₹. \_\_\_\_\_ (*in Figures*) [Rupees \_\_\_\_\_ (*in Words*) in Interim Payment Certificate (IPC) No. \_\_\_\_\_, the quantities and other particulars of which are detailed in this IPC for the said works signed by the Contractor on \_\_\_\_\_ for the Materials brought by the Contractor to site of the works. Brief details are also mentioned in schedule 1 appended hereto.

NOW THIS INDEMNITY BOND WITNESS that in pursuance of the said agreement and in consideration of the sum of ₹. \_\_\_\_\_ (*in Figures*) \_\_\_\_\_ (*in Words*) on or before the execution of these presents to be paid to the Contractor by K RIDE so aforesaid, the Contractor doth hereby covenant and agree with Bi-RIDE and declare as follows: -

1. That the said sum of ₹.. \_\_\_\_\_ (*In Figures*) \_\_\_\_\_ (*in Words*) to be paid by Bi-RIDE to the Contractor as aforesaid shall be utilized by the Contractor in or towards the execution of the said works and for no other purpose whatsoever.
2. That the Materials detailed in the said IPC which have been offered to and accepted by K RIDE/ the Engineer, are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive any further payment on the Materials which are not absolutely his own property and free from encumbrances of any kind, the Contractor indemnifies the Bi-RIDE against all claims on any Materials in respect of which payment is to be made to him as aforesaid.
3. That the Contractor undertakes that the Materials shall be used exclusively for the performance / execution of the Contract strictly in accordance with the terms and conditions of the Contract and no part of the Materials shall be utilized for any other work or purpose whatsoever.
4. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Materials against all risks whatsoever including acts of the God till the Materials are duly incorporated in the works, commissioned and are taken over by Bi-RIDE/Railway (including surplus Materials, if required as instructed by Bi-RIDE/ the Engineer)

in accordance with the terms of the Contract. The Contractor undertakes to keep K RIDE harmless against any loss or damage that may be caused to the Materials.

5. That the said Materials shall not on any account be removed from the site of the works except with the written permission of Bi-RIDE/ the Engineer. Further, Bi-RIDE/ the Engineer shall always be free at all times to take possession of the materials in whatever form the materials may be in, if in its opinion, the Materials are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by any acts or omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of Bi-RIDE to return the Materials without any demur or reservation.
6. That the said materials shall, at all times, be open to inspection by Bi-RIDE/ the Engineer or any authorized representative. In the event of the said material or any part thereof at any time being found to be in lesser quantity than for which payment has been released or the same has been stolen, destroyed or damaged or becoming deteriorated, the Contractor will forthwith replace the same or repair and make good the same as required by Bi-RIDE/ the Engineer.
7. That making payment does not mean that Materials are of required specifications and quality or that whole of the quantity brought to site by Contractor will be used in the work. The Contractor is fully responsible for the materials to conform to required quality and specification and if at any time Bi-RIDE / the Engineer do not find the material satisfactory, the Contractor at his own cost would replace these. Bi-RIDE / the Engineer would be at liberty to recover cost of these from any dues of the Contractor. Also any Materials which are in excess of what is finally required under the contract would be the Contractor's property without any liability on Bi-RIDE / the Engineer who would recover the cost of this from the Contractor.
8. That this INDEMNITY BOND is irrevocable. If at any time, any loss or damage occurs to the Materials or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of Bi-RIDE / the Engineer as to assessment of loss or damage to the Materials shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Materials at its own cost and/or shall pay the amount of loss to K RIDE without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to Bi-RIDE / the Engineer against the Contractor under the Contract or under this Indemnity Bond
9. That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of those presents, the total amount of the payment shall immediately on the happening of such default be recovered by Bi-RIDE / the Engineer from any dues of Contractor. It is also clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.
10. IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative, the day, month and year first above mentioned.

11. SCHEDULE 1

Particulars of the Materials	Quantity	Value of the Materials

Signed, Sealed and Delivered by the said Contractor

(Contractor's Name)

Dated: .....

(AUTHORISED SIGNATORY)

Place: .....

SEAL OF COMPANY

IN THE PRESENCE OF:

WITNESS: SIGNATURE \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS : \_\_\_\_\_

**Note:**

*The contractor has the option to submit the **INDEMNITY BOND** to cover all the items and quantities of Materials of stage payment or to submit **INDEMNITY BOND** each time the stage payment is to be taken or Materials advance is to be taken.*

Office of the.....

No.

Date:.....