



**भारतीय मेट्रो रेल संगठन सोसाइटी**  
**INDIAN METRO RAIL ORGANIZATIONS' SOCIETY**

CONTRACT NO.: I-Metro/AMC/001/2024-25

**“Annual Maintenance and Cloud Hosting of the website of  
Indian Metro Rail Organizations' Society (I-Metro)  
[<https://imetro.in/>]”**

**Notice Inviting Tender (NIT)**

1<sup>st</sup> Floor, Anand Vihar Metro Station Building,  
Delhi-110092

## INDEX

Clause	Description	Page No.
1.1	General	3
1.1.2	Key Details	3
1.2	<b>Qualification Criteria</b>	6
1.2.1	Eligible Applicant	6
1.2.2	Minimum Eligibility Criteria	8
1.3	Tender Documents Consist	10

## Notice Inviting Tender (NIT)

### 1.1 General

1.1.1 Indian Metro Rail Organizations' Society (I-Metro) invites open tender (technical and Financial Bid) from eligible applicants who fulfil qualification criteria as stipulated for **Contract no. I-Metro/AMC/001/2024-25: "Annual Maintenance and Cloud Hosting of the website of Indian Metro Rail Organizations' Society (I-Metro) [https://imetro.in/]" for one year.**

1.1.2 The key details are:

a.	<b>Name of Work</b>	<b>Contract no. I-Metro/AMC/001/2024-25: "Annual Maintenance and Cloud Hosting of the website of Indian Metro Rail Organizations' Society (I-Metro) [https://imetro.in/]" for one year.</b>
b.	<b>Approximate Cost of work</b>	<b>₹ 3.00 Lakh (Inclusive of all)</b>
c.	<b>Tender Security Amount*(Earnest Money Deposit)</b>	<p><b>Amount of Tender Security:-₹6,000/-</b> Tender Security amounts shall be deposited to I-Metro's bank account as per details below:</p> <p>Name: Indian Metro Rail Organizations' Society A/c No.: 000701269507 (Savings) IFSC Code: ICIC0000007</p> <p>Bank: ICICI Bank, 9 A, Phelps Bldg., Connaught Circus, New Delhi 110001</p> <p>Copy of Receipt generated for deposition of fees shall be submitted along with the bid submission</p> <p><b>Note: Bidders to be noted that the payment of tender security shall be made from the account of bidder only however, incase of JV/ Consortium the tender security can either be paid from JV/Consortium account or one of the constituent member of JV/Consortium.</b></p> <p><b>If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.</b></p>

d.	<b>Cost of Tender Documents* (Non-Refundable)</b>	<p><b>₹1,180/-(inclusiveof18%GST) Non-Refundable</b></p> <p>Tender documents (non-refundable) amount shall be deposited to I–Metro’s bank account as per details below:  Name: Indian Metro Rail Organizations’ Society  A/c No.: 000701269507 (Savings)  IFSC Code: ICIC0000007  Bank: ICICI Bank, 9 A, Phelps Bldg., Connaught Circus, New Delhi 110001</p> <p>Copy of Receipt generated for deposition of fees shall be submitted along with the bid submission.</p> <p>No other mode of payment will be accepted. The detail of bank account of I–Metro for payment of Tender documents (non-refundable) is mentioned as above. The bidders will be required to submit the scanned copies of transaction of payment of tender document cost/ tender fee including receipt at the time of bid submission.</p>
e.	<b>Tender Document available for sale on website</b>	<b>From 26.06.2024, Monday to 18.07.2024, Thursday (upto 14:00 Hrs.) on tender portal on I–Metro website [https://imetro.in/]</b>
f.	<b>Last date of Seeking Clarification</b>	<b>02.07.2024, Tuesday (upto 17:00 Hrs.)</b> ( <i>Queries shall be submitted online on I-Metro e-mail (<a href="mailto:imetro.india@gmail.com">imetro.india@gmail.com</a>)</i> )
g.	<b>Pre-bid Meeting</b>	<p><b>03.07.2024, Wednesday at 11:30Hrs.</b></p> <p>The pre bid meeting shall be conducted through video conferencing by software apps such as Cisco Webex, Microsoft Teams etc. All Prospective bidder shall provide the details of the person(s) (maximum upto two) who will be participating in such virtual meeting at least 24 hours before the meeting (latest by 11.30 Hrs. on 02.07.2024)to the registered email of I-METRO i.e. <a href="mailto:imetro.india@gmail.com">imetro.india@gmail.com</a> so that link having details such as software, meeting ID, password etc. can be mailed to these person.</p>
h.	<b>Last date of issuing amendment, if any</b>	<b>09.07.2024, Tuesday</b>
i.(i)	<b>Tender submission Start Date and Time</b>	<b>11.07.2024, Thursday (from 11:00 Hrs.)</b>
i.(ii)	<b>Tender submission end Date and Time</b>	<b>18.07.2024, Thursday (Upto 14:00 Hrs.)</b>
j.	<b>Date &amp; Time of opening of Tender (Technical Bid)</b>	<b>19.07.2024, Friday at 14:30Hrs.</b>
k.	<b>Date &amp; Time of opening of Financial Bid</b>	It will be informed later on after the evaluation of technical bids (Only to the bidders who will successfully qualify the Technical Evaluation)
l.	<b>Validity of Tender</b>	<b>120 days</b> from the last date of submission of tender.



m.	<b>Stipulated date of Commencement of work</b>	Within ten days from the date of issue of “Letter of Acceptance” or as per the instructions of I–Metro.
n.	<b>Completion Period</b>	<b>12 Months</b>
o.	<b>Authority and place for submission of tender cost, tender security (EMD), required documents (if any) and seeking clarifications on tender documents</b>	<b>Dy. CEO</b> Indian Metro Rail Organizations’ Society, 1 <sup>st</sup> floor, Anand Vihar Metro Station Bldg., Delhi 110092
p.	<b>Tender Cost and Tender Security amounts shall be deposited in the I–Metro’s Bank Account, as per details below:</b> Name: Indian Metro Rail Organizations’ Society A/c No.: 000701269507 (Savings) IFSC Code: ICIC0000007 Bank: ICICI Bank, 9 A, Phelps Bldg., Connaught Circus, New Delhi 110001 <b>(Bidders are required to submit the fees receipt along with the bid submission)</b>	

\* Tender Cost and Tender Security is exempted for bidders (Micro & Small Enterprises) registered with District industries Centre or Khadi & Village Industries Commission or Khadi & village Industries Board or Coir Board or National Small Industries Corporation or Dte. of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category “Data processing, hoisting and related activities; web portals”, and have valid registration certificate as on date of tender submission.

The MSEs would not be eligible for exemption of Tender Cost and Tender Security if;

- either they are not registered for “Data processing, hoisting and related activities; web portals”, category.
- or they do not have valid registration as on the date of tender submission.

The tenderers seeking exemption from ‘Tender Cost and Tender Security’, being MSEs, shall ensure their eligibility w.r.t. above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration i.e. “Data processing, hoisting and related activities; web portals” and Terminal Validity of registration.

In absence of any of the above requirements no exemption for Tender Cost, and Tender Security’ will be allowed and tenderers eligibility shall be dealt as if they are not registered as MSEs.

No further clarification shall be sought on the above.

Notes:

1. In case bidder is a JV/Consortium, then registration of bidder with the bodies mentioned above must be in the name of JV/Consortium.

2. In case the bidder who has been exempted Tender Cost/Tender Security being Micro & Small Enterprise, and;

- i. withdraws his Tender during the period of Tender validity; or
- ii. becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
- iii. refuses or neglects to execute the contract; or iv. fails to furnish the required Performance Security within the specified time,

The bidder shall be debarred from participating in future tenders for a period of 1 year from the date of discharge of tender/date of cancellation of LOA / annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Tender Cost / Tender Security. Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.

## **1.2 Qualification Criteria**

### **1.2.1 Eligible Applicant**

- i. The tenders for this contract will be considered only from those tenderers {proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter)} who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.2 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.
- ii. A tenderer shall submit only one bid in the particular tendering process, either individually as a tenderer or as a partner of a JV/ Consortium. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified.
- iii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - a. A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for implementation of the project; or
  - b. A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in sub-paragraph (a) above; or
  - c. A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.
- iv. Deleted
- v. (a) I-METRO/ any other Metro Organization / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Appendix-6 of Form of Tender.
- v.(b). Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by I-METRO/ any other Metro Organization after award during last 03 years

due to non-performance of the tenderer or any of JV/Consortium, members. The tenderer should submit undertaking to this effect in Appendix–6 of Form of Tender.

- v.(c). Tenderer (including any member in case of JV/consortium) for the work awarded by I-METRO / any other Metro Organization must have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Information Technology works of value more than 10% of NIT cost of work, during last three years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in the Appendix–6 of Form of Tender.
- v.(d). If the tenderer or any of the constituent 'substantial member(s)' of JV/Consortium does not meet the criteria stated in the Appendix–6, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.2.1 of NIT.
- v.(e). If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix- 6, the same will be considered as "fraudulent practice" under the Indian laws.
- v.(f). If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix- 6, the same will be considered as "fraudulent practice" under Clause 4.33.1 a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1 (b) &13.2.1 of GCC.
- vi. Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency. The tenderer should submit undertaking to this effect in the Appendix–6 of Form of Tender.
- vii. LEAD PARTNER/NON SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM
  - a. Lead partner must be a substantial partner in the JV/Consortium i.e. it should have a minimum of 26% participation in the JV/Consortium. Each substantial partner in case of JV/Consortium shall have experience of executing at least one "similar work" \*\* of value of ₹ 1.20 lakhs or more in last 5 years as defined in clause 1.2.2 (a) of NIT.
  - b. Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium. In the tender of above work, a Joint Venture/ Consortium to qualify, each of its non-substantial partner must have experience of executing at least one similar work of minimum value of ₹ 0.60 lakhs or more in last 05 years.
  - c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.
  - d. The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV/Consortium agreement/ MOU submitted vide foot note (d) of Appendix-5 of Form of Tender, providing clearly that any abrogation /subsequent re-assignment of any responsibility by any substantive/non- substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV/Consortium agreement/MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' (as the case may be), vide GCC clause 4.33.1 [a (ii) and (iii)] and acted accordingly.

The Employer in such cases, may in its sole discretion take action under clause 4.33.1 (b) of GCC against any member(s) for failure in tenderer's obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in I–Metro or take action to terminate the contract in part or whole under clause 13 of GCC as the situation may demand and recover the cost/damages as provided in contract. viii.

- viii. Participation by Subsidiary Company / Parent Company with credential of other Company
- a) Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV/Consortium with minimum 26% participation each (as substantial member) for such member(s).
  - b) Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Subsidiary Company/ Companies as a member(s) in JV/Consortium with minimum 26% participation each (as substantial member) for such member(s).
- ix. Deleted

### 1.2.2 Minimum Eligibility Criteria

**(a) Work Experience:** The tenderers will be qualified only if they have successfully completed work(s) during last 5 years ending last day of the month previous to the month of tender submission as given below. **Tenderer shall submit Appendix-15 (Part-A & Part-B) of FOT.**

**(i)** At least one “similar work”\*\* of value of ₹ 2.40 lakh or more  
OR

**(ii)** At least two “similar works” \*\*each of value of ₹ 1.50 lakh or more  
OR

**(iii)** At least three “similar works”\*\*each of value of ₹ 1.20 lakh or more

\*\* “Similar work” for this contract shall be “Annual Maintenance and Cloud Hosting with support/ maintenance.”

or

“Website Hosting and Maintenance of the developed Website.”

**(Supply of Third party products will not be considered for evaluation).**

Notes:

- The tenderer shall submit details of work executed by them in the prescribed format as per Appendix-15 (Part-A) & Appendix-15 (Part-B) of Form of Tender for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case work is executed for private client documentary proof such as

copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be submitted. All the documents or certificates which are provided by CA after 1<sup>st</sup> July, 2023, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.

- Value of successfully and fully completed work up to the last day of the previous month of tender submission will be considered for qualification of work experience criteria. Works in progress after successfully completion of at least 06 months beyond the go live of project up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria. For such ongoing works, tenderer need to submit client certificate wherein the value of the completed portion of the works needs to be clearly identified and mentioned, along with all other relevant details.
- Only work experience certificate having stamp of Name and Designation of officer along with the name of client shall be considered for evaluation. However, if any work experience certificate has been issued prior to 1<sup>st</sup> July, 2023, same shall be considered for evaluation even if it is not stamped.
- For completed works, value of work done shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
- In case of joint venture/ Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.

**(b) Financial Standing:** The tenderer will be qualified only if they have minimum financial capabilities as below :-

- (i) T1- Annual Turnover: The average annual turnover of the tenderer during last three audited financial years (2020-21, 2021-22 and 2022-23) should not be less than ₹ 2.40 lakhs.

The averages annual turnover of JV/ Consortium will be based on percentage participation of each member. Example: Let member-1 has percentage participation = M and member-2 has percentage participation = N, Let the averages annual turnover of member-1 is A and that of member-2 is B, then average annual turnover of JV/ Consortium will be =  $\frac{AM+BN}{100}$

Notes:

- Financial data for latest last three audited financial years has to be submitted by the tenderer (each member in case of JV/Consortium) in Appendix-16 of Form of Tender along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp, signature, membership number and Unique Document Identification Number (UDIN).
- Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the

remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

- The tender submission of tenderers, who do not qualify the minimum eligibility criteria stipulated in the clauses 1.2.2 (a) to 1.2.2 (b) above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.2.2 (a) to 1.2.2 (b) shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.

### 1.3 Tender document consists of the following:

- a. Notice Inviting Tender (NIT)
- b. Instructions to Tenderers (Including Annexures) – (ITT)
- c. Form of Tender (Including Appendices) – (FOT)
- d. General Conditions of Contract (November 2019) – GCC
- e. Special Conditions of Contract (SCC)
- f. Employer's Requirement (ER)
- g. Bill of Quantities

1.3.1 The Tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of Dy. CEO, Indian Metro Rail Organizations" Society, 1<sup>st</sup> floor, Anand Vihar Metro Station Building, Delhi 110092

1.3.2 All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause E4.4 of "Instructions to Tenderers" and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.

1.3.3 Deleted

1.3.4 Tender submissions shall be done via Speed Post/ Courier/ Registered post/ by hand after submitting the mandatory scanned copies of transaction of payment of tender document cost/tender fee and Tender Security (in the form of RTGS, NEFT and IMPS.) and other documents as stated in the tender document. Instructions for offline bid submission are furnished hereinafter.

1.3.5 Submission of Tenders shall be closed as prescribed in NIT after which no tender shall be accepted. It shall be the responsibility of the bidder / tenderer to ensure that his tender is to be submitted before the deadline of submission. I–Metro will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.

1.3.6 Tenders shall be valid for a period of 120 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the latest Date of Submission of Tender and shall be accompanied with a tender security of the requisite amount as per clause C17 of ITT.

1.3.7 I–Metro reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the I–METRO for rejection of his proposal.

1.3.8 Tenderers are advised to keep in touch with I–Metro website for updates.

1.3.9 For any corruption related complaint, tenderer may contact Dy. CEO, I–METRO (email: imetro.india@gmail.com). However, no tender related queries shall be enquired from Dy. CEO, I–METRO. For any queries/clarification related to tender, the bidder may attend pre-

bid meeting and/or submit their queries within the date and time specified at Clause 1.1.1 (f) of NIT.



भारतीय मेट्रो रेल संगठन सोसाइटी  
INDIAN METRO RAIL ORGANIZATIONS' SOCIETY

CONTRACT NO.: I-Metro/AMC/001/2024-25

**“Annual Maintenance and Cloud Hosting of the website of  
Indian Metro Rail Organizations' Society (I-Metro)  
[<https://imetro.in/>]”**

TENDER DOCUMENTS

**Instructions to Tenderers (ITT)**

1<sup>st</sup> Floor, Anand Vihar Metro Station Building,  
Delhi-110092



## INDEX

Clause	Description	Page No.
<b>A. GENERAL</b>		
A1	General Description of work	4
A2	Scope of Work	4
A3	Eligible Tenderers	4
A4	Qualification of Tenderers	4
A5	One Tender per Tenderer	4
A6	Cost of Tendering	4
A7	Site Visit	4
<b>B. TENDER DOCUMENTS</b>		
B1	Content of Tender Document	5
B2	Content of supporting Documents	5
B3	Clarification of Tender Documents	5
B4	Amendment of Tender Documents	5
<b>C. PREPARATION OF TENDERS</b>		
C1	Language of Tender	6
C2	Document Comprising the Tender	6
C3	Form of Tender	8
C4	Deleted	8
C5	Deleted	8
C6	Technical Proposal	8
C7	Deleted	8
C8	Deleted	8
C9	Deleted	8
C10	Payment Schedule	8
C11	Sub-Contracts	8
C12	Staffing Schedule and Related Details	8
C13	Deleted	8
C14	Deleted	9
C15	Pricing Document	9
C16	Currencies of Tender	9
C17	Tender Validity	9
C18	Tender Security	10
C19	Deleted	10
C20	Labour	10
C21	Other Contractors	10
C22	Insurance	10
C23	Check List	10
C24	Pre Tender/ Pre Bid Meeting	11
C25	Format and Signing of Tender	11
C26	Pricing of Conditions, Qualifications, Deviations etc.	11
<b>D. SUBMISSION OF TENDER</b>		
D1	Sealing and Marking of Tender	11
D2	Late/ Delayed Tenders	12
D3	Modification, Substitution and Withdrawal of Tenders	12
<b>E. TENDER OPENING AND EVALUATION</b>		
E1	Tender Opening	12
E2	Confidentiality of Tender Information and Copyright	13
E3	Clarification of Tenders	13
E4	Evaluation of Tenders	13
E5	Evaluation of Financial Proposals	14
E6	Indigenisation	15
<b>F. AWARD OF CONTRACT</b>		
F1	Award Criteria	15
F2	Employer's Right to Accept any tender and to reject any or all tenders	15
F3	Notification of award	15

F4	Signing of Agreement	16
F5	Performance Security	16
<b>G. INFORMATION UNDER R.T.I ACT</b>		17
<b>Annexures – 1 to 9</b>		18–30

## A. General

### A1 General Description of the Work

This contract is for the work of Contract No.: I–Metro/AMC/001/2024–25 “Annual Maintenance and Cloud Hosting of the website of Indian Metro Rail Organizations’ Society (I–Metro) [https://imetro.in/]”

### A2 Scope of Works

The Scope of Work for this contract is described in Employers Requirements.

### A3 A3 Eligible Tenderers

This is an open local competitive tender and all companies, corporations, partnership firms, consortium or Joint Ventures who are involved in execution of this type of work and those who fulfil the financial soundness and work experience criteria and other requirements laid down in this document are eligible to participate.

### A4 A4 Qualification of the Tenderer

**A4.1** The Tenderer shall submit a duly notarized written power of attorney authorising the signatory(ies) of the Tender to commit the tenderer along with Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions. In case of partnership, consortium or joint venture, notarized Power of Attorney(s) and Board Resolution(s) for each member of the partnership, consortium or joint venture shall be submitted. In case of Foreign Partners, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Member Countries of Hague convention may submit these document with “Apostille” stamp. Also in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.

**A4.2** Each Tenderer (each member in the case of joint venture or consortium) is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. To fulfil this requirement, the tenderer (each member in case of JV/Consortium) has to sign the declaration given as **Appendix-12 of FOT**. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant, and declare any Contract if already awarded to the Tenderer to be null and void.

**A4.3** Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.

### A5 One Tender per Tenderer

Each Tenderer shall submit only one tender. If a Tenderer submits more than one Tender, all the tenders in which he has participated shall be considered invalid.

### A6 Cost of Tendering

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

### A7 Site Visits

A7.1 Deleted

A7.2 Deleted

**A7.3** The Tenderer shall note General Conditions of Contract (GCC) Sub - Clause 4.9 in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

## **B. Tender Documents**

### **B1 Content of Tender Documents**

**B1.1** The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for **Contract No.: I–Metro/AMC/001/2024–25** as more particularly described in these documents.

- (a) Notice Inviting Tender (NIT);
- (b) Instructions to Tenderers (including annexures) – ITT;
- (c) Form of Tender (Including appendices) (FOT);
- (d) **General Conditions of Contract (November 2019) (GCC)**
- (e) Special Conditions of Contract (SCC);
- (f) Employer's Requirements (ER);
- (g) Bill of Quantities/ Pricing Document;

**B1.2** The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender documents will be at the Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.

**B1.3** The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

### **B2 Content of Supporting Documents**

**B2.1** Deleted

**B2.2** Deleted

**B2.3** The accuracy or reliability of the documents and reports referred to in this Clause B2 and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with the Contract is not warranted. The Tenderer's attention is drawn to sub-clauses 4.9 and 4.10 of GCC in this regard.

### **B3 B3 Clarification of Tender Documents**

**B3.1** The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform the Dy. CEO, I–Metro forthwith.

**B3.2** Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Technical Specifications and Tender Drawings etc., the Tenderer shall seek clarification from Dy. CEO, I–Metro by sending the mail to I–Metro, not later than the last date of seeking clarification given in the key details of Notice Inviting Tender. Any such clarification, together with all details on which clarification had been sought, will be copied to all Tenderer without disclosing the identity of the Tenderer seeking clarification.

**B3.3** Except for any such written clarification by Dy. CEO, I–Metro which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 (a) to (g) above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer shall be taken to bind or fetter the Employer under the Contract.

**B3.4** All correspondence from I–Metro pertains to this tender till award of the work shall be by Dy. CEO, I–Metro.

### **B4 Amendment to Tender Documents**

**B4.1** During the tender period, the Employer may issue further instructions to tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be made available at tendering portal of I–Metro to all prospective tenderers who have purchased the tender document in the tender period. In case of delay beyond the last date of issuing addendum given in NIT, the date of submission, at its sole discretion may be extended by I–Metro under Clause D-2.3 of ITT.

Without prejudice to the order of preference as specified in Clause 1.5 of General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should acknowledge receipt of such addenda and include them in the tender submittal.

B4.2 The Tenderer should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:

- (a) by way of Special Conditions of Contract to be prepared by the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
- (b) by the Tenderer submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender, identified in paragraphs **C2.3(a) to C2.3(c)** below, and whether as supplements to, or amended versions of such documents.

Save as aforesaid, all such amendments or clarifications shall have contractual effect.

## C. Preparation of Tenders

### C1 Language

Tenders and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### C2 Documents Comprising the Tender

**C2.1** The Tenderer shall, on or before the date and time given in the Notice Inviting Tender (NIT), submit his Tender at O/o Dy. CEO, Indian Metro Rail Organizations' Society (I-Metro), 1<sup>st</sup> floor, Anand Vihar Metro Station Building, Delhi – 110092, comprising of following:

Technical Package of "**Contract No.: I-Metro/AMC/001/2024-25**"

Financial Package of "**Contract No.: I-Metro/AMC/001/2024-25**" as per the provisions given in clause C15 below.

**C2.2** The Tenderer shall submit, as his Tender, the following documents, duly completed which in the event of acceptance of the Tender shall form part of the Contract:

- (a) Form of Tender (Without appendices);
- (b) Appendix 1 to the Form of Tender; Contract Conditions;
- (c) Appendix 2 to the Form of Tender: (see paragraph C10 and C15);
- (d) Appendix 3 to the form of tender: Deleted.**
- (e) Appendix 4 to Form of Tender– The tenderer may submit minor deviations in this annexure and a confirmation that price of every such minor deviation has been given in the financial package. Minor deviation may be in the employer's requirements or in any other tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tenderer must write "NIL" in this appendix. Tenderer to note that such minor deviations may or may not be accepted by the employer and the tenderer shall not have any right to any claim on this account. The offer in BOQ shall be given without considering any deviation in tender conditions. Tenderer to see note 1 of Appendix-4 of FOT.
- (f) Appendix 5 to the Form of Tender: General Information about the Tenderer;
- (g) Appendix 6 to the Form of Tender: Undertaking.
- (h) Appendix 7 to the Form of Tender: Technical Proposal.
- (i) Appendix 8 to the Form of Tender: **Deleted.**
- (j) Appendix 9 to the Form of tender: **Deleted.**
- (k) Appendix 10 to the Form of Tender: **Deleted.**
- (l) Appendix 11 to the Form of Tender: Obligation/Statutory compliance
- (m) Appendix 12 to the Form of Tender: Undertaking for corrupt & fraudulent practice;
- (n) Any further documents which have been requested in accordance with paragraph B4.2 above.

- (o) Appendix 13 to the Form of Tender: Undertaking on copyright (see paragraph E2)
- (p) Appendix 14 to the Form of Tender: **Deleted.**
- (q) Appendix 15 to the Form of Tender: Work Experience
- (r) Appendix 16 to the Form of Tender: Financial Data (Financial Standing)
- (r)(i) Appendix 16A to the Form of Tender: Affidavit for Unaudited Balance Sheet
- (s) Appendix 17 to the Form of Tender: **Deleted.**
- (t) Appendix 18 to the Form of Tender: **Deleted.**
- (u) Appendix 19 to the form of Tender: Undertaking for Downloaded Tender Document.
- (v) Appendix 20 to the Form of Tender: Undertaking for disclosure of information under RTI Act.
- (w) Appendix 21 to the Form of Tender: Bank a/c details for refund of EMD/ Tender Security
- (x) Appendix 22 to the Form of Tender: **Deleted.**
- (y) Appendix 23 to the form of Tender: **Deleted.**
- (z) Appendix 24 to the form of Tender: Undertaking.
- (z) (a) Appendix 25 to the Form of Tender: Check List.
- (z) (b) All original tender documents issued by I–Metro are part of Technical Package except the volume containing the Bill of Quantities (BOQ/Pricing Document) which shall be filled and submitted in Financial Package. Tenderers should carefully read and note all the conditions and provisions mentioned in original tender documents issued by I–Metro and it shall be deemed that all the conditions and provisions of these documents have been included in their tender submission and accepted by them. The tender shall be submitted physically with the signature of the authorised signatory of the tenderer.
- (z) (c) Self Attested copy of the latest Goods and Service Tax registration certificate as per Central Goods and Service Tax Act' 2017 and State Goods and Service Tax Act' 2017 in the state of Delhi/UP/Haryana i.e. the place of supply of goods and services and attested copy of PAN No. under income Tax Act. If a tenderer is outside Delhi intends to participate in I–Metro tender, he can be permitted provided he gives an undertaking to the fact that he will get himself registered under the Central Goods and Service Tax Act'2017 and State Goods and Service Tax Act'2017 in the state of Delhi/Haryana/UP i.e. the place of supply of goods and services, in the event of issue of Letter of Acceptance to the tenderer and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail under the Central as well as State Goods and Service Tax Act' 2017 in the state of Delhi/Haryana/UP where the place of supply of goods and services are made, first payment shall not be released. Registration with appropriate EPF authority and ESI authority as per relevant act are also required to be submitted.

**C2.3** The Tenderer shall submit with his Tender the documents that are identified in paragraphs C2.3 (a) – C2.3 (c) inclusive. Such documents will be used for the purposes of evaluating and analysing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B4.1 or B4.2 above.

- (a) Full details of ownership and control of the Tenderer
- (b) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract;
- (c) Following information shall be furnished:
  - (A) Website hosting and maintenance works
    - (i) Extent of participation by each member of the consortium in terms of percentage of the value of the proposed Contract.
 

Member	% of participation
A	
B	
    - (ii) The tenderer should supply the following information, separately for each member of the consortium.
      - a. Maximum value of Website development, hosting and maintenance executed in any one year during the last 3 years (in ₹ equivalent).
      - b. Deleted

The above para (a) should be updated to price level of last day of the month previous to the month in which the tender is submitted by assuming 2% inflation on foreign currency and 5% on Indian currency. For conversion of foreign currency, please refer clause E5.3 of ITT.

**C2.4 Tenderers shall quote all prices** as per Clause 11.1.1 of GCC and clause 21 of SCC.

**C2.5 The tenderers must note the following:**

- a) Deleted
- b) Change in Taxes/Duty:  
The contract price shall be subject to adjustment to take into account any change in taxes/ duty to the extent stipulated in SCC clause corresponding to Sub-clause 11.1.4 of GCC.
- c) GST is included in the contract price. The contractor shall maintain details of SGST/UTGST paid to Revenue department of the respective state in which the work is carried out and submit the following:-
  - i. Tax Invoice
  - ii. GSTR-1 return filed with the respective authority or the form of return as amended by the Central/State Government time to time & copy of challans in regard to deposit tax.
  - iii. Certificate of the Chartered Accountant in regard to turnover of the contractor relating to I–Metro project and deposit of due taxes with respective tax authorities.
  - iv. Relevant abstract of filed GSTR-1 return showing the details of relevant tax invoice submitted by the contractor.
  - v. GST shall be paid on reimbursement basis once vendor files its GSTR-1 Return and its invoice gets reflected in GSTR-2A of I–Metro.

In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes, duties, levies, cess, and all other incidental charges required to fulfil the tender conditions including statutory deduction viz TDS towards Income Tax/GST/Labour Cess etc. after considering clause C2.4 and C2.5 above.

**C3 Form of Tender**

The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture the Form of Tender shall be signed by a person who is duly authorised by each member or participant thereof or by authorized signatory of each member. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

**C4 Deleted**

**C5 Deleted**

**C6 Technical Proposal**

The Tenderer shall submit with his Tender as Appendix-7 to FOT. Technical proposal shall indicate how the tenderer meet the employer requirement. Proposal should also indicate hosting and maintenance being offered with respect to tender requirement.

**C7 Deleted**

**C8 Deleted**

**C9 Deleted**

**C10 Payment Schedule:**

Payment will be made on the quarterly basis of subject to the submissions of the invoice and completion certificate.

**C11 Sub-Contracts**

Subletting of the work is not permitted in this contract.

**C12 Staffing Schedule and Related Details**

The proposed staffing plan shall be in conformity with the Annexure 2 of ITT. It is required to submit the same duly signed and stamped in technical package of tender submission.

**C13 Deleted**

**C14 Deleted**

**C15 Pricing Document**

**C15.1** The Pricing Document is included in Bill of Quantities/Pricing Document. The Tenderer shall complete the Pricing Document in accordance with the instructions given in Bill of Quantity/Pricing Document. The completed Pricing Document including price of minor deviations in Appendix-4A of BOQ/Pricing document for such deviation as mentioned in Appendix 4 of FOT shall be submitted.

**C15.2** The price of each such minor deviation will be the price which the tenderer agrees to offer to the employer from his quoted offer in BOQ if deviation is agreed by the employer. Any such deviation without a price reduction shall not be considered and will be treated as withdrawn by the tenderer. Any other deviation mentioned anywhere in the submission other than in Appendix-4 of FOT shall be considered as if mentioned inadvertently by the tenderer and shall be considered as withdrawn without any confirmation from the tenderer.

**C16 Currencies of Tender and Payment**

The tenderer shall give his priced offer in Indian Rupees only (₹).

**C17 Tender Validity**

The Tender shall be valid for a period of 120 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Security for the period of the extension.

**C18 Tender Fee/ Tender document cost and Tender Security/ Earnest Money Deposit (EMD):**

**C18.1.1 Tender fee/ tender document cost:**

The instrument type for payment of tender fee/ tender document cost is to be done only by RTGS, NEFT and IMPS. No other mode of payment will be accepted. The detail of Bank account of I–Metro to facilitate the payment is mentioned at **C18.1.4** below. The bidders will be required to submit scanned copies of transaction of payment of tender fee/tender document cost including receipt (clearly indicating UTR No. and tender reference i.e. **Contract: I–Metro/AMC/001/2024–25** must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be submitted in bid submission. No copies of transaction of payment are required to be sent to the office of **Dy. CEO, I–Metro**.

**C18.1.2 Tender security/ EMD in case of Tenders having NIT value up to ₹10.00 Crores:**

The instrument type for payment of tender security / EMD is to be done only by RTGS, NEFT and IMPS for Tenders having NIT value up to ₹ 10.00 crores & no other mode of payment will be accepted. The detail of Bank account of I–METRO to facilitate the payment is mentioned at C18.1.4 below. The bidders will be required to submit the scanned copies of transaction of payment of tender security/ EMD including e- receipt (clearly Indicating UTR No. and tender reference i.e. **Contract: I–Metro/AMC/001/2024–25** must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be submitted the bid. No copies of transaction of payment are required to be sent to the office of **Dy. CEO, I–Metro**.

**Note:** Bidders to note that the payment of tender security shall be made from the account of bidder only however, in case of JV/ Consortium the tender security can either be paid from JV/Consortium account or one of the constituent member of JV/Consortium.

If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.



**C18.1.3 Deleted**

**C18.1.4 To facilitate payment of Tender Fee and Tender Security through RTGS, NEFT & IMPS, the details of bank account of I-Metro is mentioned below:**

Name of Bank	Bank's Address	Account No.	Account Type	IFSC Code
ICICI Bank	9 A, Phelps Bldg., Connaught Circus, New Delhi 110001	000701269507	Savings	ICIC0000007

**C18.2** If an acceptable Tender Security/EMD is not submitted by a tenderer as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated.

**C18.3** Any Tender not accompanied by an acceptable Tender Security, except Micro and Small Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category "Data processing, hoisting and related activities; web portals", shall be rejected by the Employer considering it as nonresponsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on tender security. Tender Security is waived off for those Micro and Small Enterprises (MSEs) as stated at clause 1.1.2 of NIT.

The tenderer who claims exemption of tender cost and tender security shall submit documentary evidence for the same before the deadline of submission of tender as shown at clause 1.1.2c and 1.1.2d of NIT.

**C18.4** The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and on the receipt by the Employer of the Performance Security in accordance with Sub-Clause 4.2 of the GCC.

**C18.5** The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. The tender security of the unsuccessful tenderers in financial package shall be released after issue of Letter of Acceptance (LOA) to the successful tenderer or finalization of tender.

Bidder is required to submit Appendix-21 of FOT for refund of tender Security, if the same has been submitted in the form of Demand Draft/ Banker's Cheque or by RTGS/ NEFT/ IMPS.

**C18.6** The Tender Security shall be forfeited:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer does not accept the correction of his Tender price, pursuant to Subparagraph E5.2 below;
- (c) In the case of a successful tenderer, if he fails to:
  - i. Furnish the necessary performance guarantee for performance as per Clause F5 of ITT.
  - ii. Commence the work as per terms & conditions of Tender after issuance of LOA
  - iii. Enter into the Contract within the time limit specified in Clause F4 of ITT

**C18.7** No interest will be payable by the Employer on the tender security amount cited above.

**C19 Deleted**

**C20 Labour**

The Tenderer's attention is especially drawn to Clause 6 of the GCC in relation to the responsibility of the Contractor for obtaining an adequate supply of labour, their Rates, Wages and Conditions.

**C21 Deleted**

**C22 Insurance**

The Tenderer's attention is drawn to the provisions contained in Clause 15 of the General Conditions of Contract and clause 25 of SCC.

**C23 CHECK LIST FOR TECHNICAL AND FINANCIAL SUBMISSION**

Tenderer is required to ensure submittal of all the documents duly signed and sealed by the authorized person(s). Check list for confirming the submission of all documents is enclosed as Appendix-25 of F.O.T.

The check list is indicative and not exhaustive. The bidders must go through the complete tender document and submit the required document accordingly.

#### **C24 Pre-Tender Meeting**

- C24.1 A Pre-Tender meeting shall be held through video conferencing on the date and time given in the Key details of NIT.
- C24.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- C24.3 The tenderer is requested to submit any question on email to reach the Employer not later than the last date of seeking clarification as mentioned in key details of NIT.
- C24.4 The text of the questions raised by all the tenderer and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents, which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum/ clarification.
- C24.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

#### **C25 Format and Signing of Tender**

- C25.1 The Tenderer shall prepare and submit their tender comprising of (but not limited to) documents described in paragraph C2 of these Instructions.
- C25.2 All documents which are to be submitted shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer and submitting, pursuant to sub-paragraphs A4.1, as the case may be. **Tenderers are advised to ensure clarity and visibility of the contents of the documents before submitting the same.** All pages of the Tender, where entries or amendments have been made, shall be initialled and dated by the person or persons signing the Tender.
- C25.3 Documents submitted in Tender submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the Tender before scanning and submitting.

#### **C26 Pricing of Conditions, Qualifications, Deviations etc.**

- C26.1 The tenderer should submit his tender which conforms to the tender documents without material deviation(s) or reservation(s). Where, however, the tenderer gives his offer subject to certain conditions, qualifications, deviations etc., the tenderer shall provide such details in the format prescribed in Appendix-4 of FOT and price schedule for these deviation(s) shall separately be furnished in the format prescribed in Appendix-4A of BOQ/ Pricing Document. Any such deviation without a price reduction shall not be considered and will be treated as withdrawn by the tenderer. Tenders not accompanied by such price schedule shall be considered as deviation(s)/conditions are withdrawn.
- C26.2 Tenderers shall note that except for deviation(s) listed in Appendix-4 of FOT, the tender shall be deemed to comply with all requirements in the tender documents without any extra cost to the Employer irrespective of any mention to contrary, anywhere else in the tender document.

### **D. Submission of Tenders**

#### **D1 Sealing and Marking of Tenders**

- D1.1 The Tenders shall be submitted through Speed post/ courier/ registered post/ by hand at stipulated date and time provided in NIT. The Employer cannot take any cognizance and shall not be responsible for any delay in submitting of Tender. The Tenderer shall ensure that they had received receipt/acknowledgement of their tender submission while submitting through Speed post/ courier/ registered post/ by hand.
- D1.2 'Tender Security/EMD' of form and stated in clause C18.1.3 (ii) shall be submitted in originals (in physical form) as described below.
- D1.3 Deleted.
- D1.4 The tenderer shall seal the 'Tender Security' in an envelope, bearing the following identification for Tender Security **(only in case of Tenders having NIT value greater than ₹10.00 Crores) "TENDER SECURITY", Tender Reference No.–OIW-859** and submit the same before date and time of submission of tender mentioned in NIT at the address mentioned below. The tenderer shall mention his Name and address on above envelope also.

**Dy. CEO**

Indian Metro Rail Organizations' Society  
1<sup>st</sup> floor, Anand Vihar Metro Station Bldg., Delhi 110092

- D1.5 'Tender Security/EMD' submitted after due date and time shall not be accepted and tenders of such tenderers shall liable to be rejected summarily.
- D1.6 I–Metro will not be responsible for delay, loss or non-receipt of 'Tender Security/EMD' sent by post/ courier.
- D1.7 I–Metro shall not be responsible for 'Tender Security/EMD' delivered to any other place / person in I–Metro (like DAK section etc) other than the designated officer and does not reach the designated officer before the dead line for submission.
- D1.8 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.
- D1.9 Tenders sent telegraphically or through other means of transmission (email etc.) shall be treated as invalid and shall stand rejected.

## **D2 Late Tenders**

- D2.1 Submission of Tenders shall be closed on the date & time of submission prescribed in NIT after which no tender shall be accepted.
- D2.2 It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted before the deadline of submission. I–Metro will not be responsible for any delay, failure or any error in submitting of tender. The tenderers are advices to submit their bids well before the due date and time of tender submission to avoid any problem and last minute rush.
- D2.3 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **D3 Modification, Substitution and Withdrawal of Tenders**

- D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.
- D3.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
- D3.3 The Tender submitted will be taken as final bid.
- D3.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

## **E. Tender Opening and Evaluation**

### **E1 Tender Opening**

- E1.1 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to paragraph D-3.3 shall not be opened.
- E1.2 (a) Envelopes containing 'Tender Security/EMD' (only in case, as mentioned above at **C18.1.3** (ii)) will be opened first. On opening of the same, I–Metro will check the details of tender cost and tender security submitted by the tenderer.  
(b) Tenders of those tenderers who have not submitted 'Tender Security' and 'Cost of Tender Documents' shall not be opened.  
(c) Tenders of those tenderers who have not submitted valid 'Tender Security' and valid 'Cost of Tender Documents' shall be considered as non-responsive and liable to be rejected summarily.
- E1.3 The Technical Package of all tenderers who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of the Dy. CEO, Indian Metro Rail Organizations' Society, Anand Vihar Metro Station Building, Delhi 110092. Tenderers may visit I–Metro tender portal to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets (check-list) of other tenderers after completion of opening process during the meeting. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- E1.4 The tenderers name, details of the tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

- E1.5 The Financial Package(s) which tenderer(s) have submitted will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as per clause E4 of ITT will be opened. The time of opening of financial package shall be informed through website only. Tenderer can visit to I – Metro’s tender portal on its website for further information.

## **E2 Confidentiality of Tender Information and Copyright**

- E2.1 Except the public opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.
- E2.2 Any effort by a tenderer to influence the Employer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderer’s tender.

## **E3 Clarification of Tenders**

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 breakdown of unit rates. The request for clarification and the response shall be in writing, 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 paragraph E5 of ITT herein.

## **E4 Evaluation of Tenders**

Tender Security and Technical packages will first be evaluated which will cover following items:-

- E4.1 **General Evaluation:** First of all it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of general evaluation will be done as per Clauses E4.2, A4.1, A4.2, A4.3 and A5 of ITT.
- E4.2 **Evaluation of minimum eligibility criteria** – This evaluation will be done to check if the tenderer qualify the minimum eligibility criteria of “work experience”, “Financial standing” and Bid capacity as laid down in Clause 1.2.2 of NIT. Tenderers, which do not qualify in any of the minimum eligibility criteria or bid capacity criteria, shall not be considered for further evaluation and shall be rejected. In case of mismatch in financial data in the submitted documents i.e. in Chartered Accountant certified documents and data in audited balance sheet, the data from the audited balance sheets shall prevail.
- E4.3 **Evaluation of Responsiveness**  
The employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity, the tender shall be disqualified and rejected.
- E4.4 **Evaluation of Material deviation or reservation**  
Each tender shall be evaluated for any material deviation or reservation. Material deviation or reservation is one:
- Which contains unauthorized changes to the Memorandum of Understanding from the Memorandum of Understanding accepted for Pre-qualification.
  - Which contains any deviation in tender security with regards to amount, validity, form and format.
  - which affects in any substantial way, the scope, quality or performance of the Works;
  - which limits in any substantial way, is inconsistent with the Tender Documents, the Employer’s right or the Tenderer’s obligations under the Contract; or
  - Whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders.

Tender having any material deviation or reservation shall be disqualified and rejected.

## **E4.5 Evaluation of qualifying conditions**

A tender containing any qualification which

- seek to shift to the Employer, another Government Agency or another contractor all or part of the risk and/or liability allocated to the contractor in the Tender Documents; or
- include a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose; or

- fail to submit a workable methodology and programme to suit the local conditions; or
- fail to commit to the date specified for the completion of the Works, will be deemed nonconforming and shall be rejected.

#### **E4.6 Evaluation of Technical Proposal & other Technical Data:**

E4.6.1 The Employer will evaluate the technical suitability and acceptability of the proposals as per the employer's requirements. The evaluation shall be based on the documents submitted as per clause C-2.2 & C-2.3 and tender security as per clause C-18.1 & 18.2 Tenderer(s) may be asked to make a presentation of their proposal to I–Metro team for evaluation.

E4.6.2 Where a tenderer's technical submittal has major inadequacies his tender will be considered to be non-compliant and will be rejected.

E4.7 Tenderers not considered substantially responsive and not full-filling the requirements of the tender documents as evaluated as per item E4.1 to E4.6 shall be rejected by Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

E4.8 If any tender is rejected, pursuant to paragraph E4.7 above, the financial package of such tenderer shall not be opened.

E4.9 The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

#### **E5. Evaluation of Financial Proposals**

E5.1.1 All technically acceptable tenders will be eligible for opening of their financial proposals. Employer shall notify all technically qualified tenderers regarding opening of the financial proposal, such tenderers may witness the financial opening. The financial proposal(s) will then be opened physically. Tenderers can also check financial proposal of other tenderers during the tender opening of the financials. Provision of clause 1.2.1 (ix) of NIT shall also be considered for financial evaluation. In case, the evaluated financial offers of two or more technically qualified bidders are same and Lowest (i.e. L-1), then the tender would be awarded to the bidder who is financially more sound i.e. who scores more points as detailed in the Annexure-9 of ITT. No consideration will be given to other bidder(s).

E5.1.2 The evaluation of Financial Proposals by the Employer will take into account, in addition to the tender amounts, the following factors:

- Arithmetical errors corrected by the Employer
- Such other factors of administrative nature as the Employer may consider to have potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

E5.1.3 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

E5.1.4 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

E5.1.5 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

#### **E5.2 Correction of Errors**

E5.2.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- Where there is a discrepancy between amounts in figures and in words, the amount in words will govern in case of physical form of tendering.
- Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

E5.2.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

### **E5.3 Comparison of Tenders**

Tenders will be compared in Indian Rupees (INR) only. This will be achieved by converting the Foreign Currency portion into Rupees at the selling Rate of Exchange at the close of business of the State Bank of India on the day twenty eight days before the latest date of Tender Submittal, and then adding the same to the Rupee portion of the Tender.

E5.4 If any change in the Employer's Requirement is considered necessary during technical evaluation, the tenderers who meet the requirements of Paragraph A3 and A5, and whose technical offers are found to be substantially responsive in accordance with paragraph E4, will be given an opportunity to reserve their financial package (Applicable in case of physical form of tendering).

E5.5 For the purpose of comparative evaluation of tenders, the amount worked out from the quoted percentage (excess/less) or/and quoted rate of item as applicable, in equivalent INR shall be compared amongst various tenders to determine the lowest evaluated tender. Provision of clause 1.2.1 (ix) of NIT shall also be considered for financial evaluation.

E5.6 If the lowest tenderer as evaluated as per E5.5 has given some minor deviations then the Employer has right to accept some or all such minor deviation and the offer of the lowest will be reduced by the price of such accepted deviations.

E5.7 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

### **E6 Indigenisation**

E6.1 Tenderers are encouraged to involve domestic firms in the Contract organisation and procurement processes. The requirement of technology transfer shall be as given in Clause 21 of the Employer's Requirements.

## **F. Award of Contract**

### **F1 Award**

F1.1 Subject to paragraph F2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents as per paragraph E4 and who has offered the Lowest Evaluated Tender Price as per paragraph E5.5, subject to the quoted amount is considered to be acceptable.

### **F2 Employer's Right to Accept any Tender and to Reject any or all Tenders**

F2.1 The Employer is not bound to accept the lowest or any tender and may at any time by notice in writing to the Tenderers terminate the tendering process.

F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

### **F3 Notification of Award**

F3.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer through email that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of Acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

F3.2 The Letter of Acceptance will constitute a part of the contract.

F3.3 Upon “Letter of Acceptance” being signed and returned by the successful Tenderer as per Clause F3.1, the employer will promptly notify the unsuccessful Tenderers and discharge / return their tender securities.

#### F4 Signing of Agreement

F4.1 The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement. The Employer shall prepare the Agreement in the Performa (Annexure-7) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 45 days from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract Agreement. The performance guarantee (Security) should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.

F4.2 Prior to signing of the Contract Agreement, the successful tenderer shall also submit the following documents within a period of 30 days from the receipt of the Letter of Acceptance:

- a. Performance Guarantee
- b. Power of Attorney
- c. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating:
  - i. Percentage Participation of each member/partner
  - ii. Joint and several liability of the partners

#### F5 Performance Security

F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for **10% of the Contract Price** from the Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the Contract Price. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance.

The required Performance Security for the sum mentioned above may be submitted in any one of the following forms:

- (a) Irrevocable bank guarantee in the prescribed format, given in Annexure-6A of Instruction to Tenderers (ITT), issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign Bank payable at New Delhi. **The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform** and the following codes are to be used by the issuing bank for the purpose mentioned below.

##### Issuance & Amendment of Bank Guarantee

Code	Purpose
MT760/ IFN760	Bank Guarantee Issuance
MT767/ IFN767	Bank Guarantee Amendment

##### Confirmation of Issuance and Amendment Bank Guarantee

Code	Purpose
IFN760 COV	Confirmation of Bank Guarantee Issuance
IFN767 COV	Confirmation of Amendment in Bank Guarantee

A separate invoice of the BG will invariably be sent by the issuing bank to the Employer’s bank through SFMS. The details of Employer’s bank are as under:

ICICI BANK LTD  
9A, Phelps Building, Connaught Place, New Delhi-110001.  
IFSC Code; ICIC0000007

The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.

- (b) Bank Draft in favour of Indian Metro Rail Organizations Society payable at New Delhi from a Scheduled Commercial Bank based in India, or

- (c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank based in India duly pledged in favour of Indian Metro Rail Organizations Society and styled as Indian Metro Rail Organizations Society

A/c.....(Name of the Tenderer).....along with letter issued by bank as per Annexure-6B of ITT. **The bidder should duly discharge the FDR by signing on reverse side (on revenue stamp) and the signature should be verified by the issuing bank.**

In case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV/Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV/Consortium) and its submission by different members of the JV/Consortium for an amount proportionate to their scope of work is also acceptable.

The Performance Guarantee should be valid for one year.

F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract.

F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

#### **G. Information under RTI Act**

Indian Metro Rail Organizations' Society is required to provide to the applicants the information under Right to Information (R.T.I) Act. Certain information may pertain to the contractor/bidder also. Bidder is required to give their unconditional consent to I-Metro in the format enclosed as Appendix-20 to FOT. Bidder may indicate the matters for which information cannot be provided without a specific consent from the bidder and list such matters in the same format i.e. Appendix-20 of FOT.



**Instructions to Tenderers**  
**Annexure-1**  
**Deleted**

**Instructions to Tenderers**  
**Annexure-2 [As per clause C12]**

**SUMMARY OF KEY PERSONNEL REQUIRED FOR THE PROJECT**

1. Tenderer to submit list of all project management and technical staff to be allocated for the project after the award of work.
2. Bio-Data for every staff to be allocated for the project to be submitted, only staff with adequate relevant experience shall be considered.

For every staff, it needs to be clearly identified that:

-He is Employee of the applicant company only

Bio-Data of the project manager to be submitted who shall be overall responsible for the project. He shall have minimum 5 years relevant experience and shall be continuously based in Delhi throughout the project and shall only be allocated for the I–Metro I–Metro/AMC/001/2024–25 Project.

**SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER**

**Instructions to Tenderers**  
**Annexure-3 [As per clause C6]**

**REQUIREMENTS FOR TENDERER'S TECHNICAL PROPOSALS**

1. The Tenderer's attention is drawn to the List of Definitions and List of Abbreviations and to Clause 1 of the General Conditions of Contract in which terms are defined.
2. The Tenderer's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Employers requirement including Scope of Work in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance as well as establish the intended design, safety standards followed, latest technology and installation and testing practices.
3. The following paragraphs list the minimum documentation that shall be supplied by the Tenderer to enable technical evaluation of the tender. The Tenderer shall include any further information necessary to demonstrate the suitability of his proposal.

**A. General Requirements**

1. The Tenderer shall submit a Certificate of Compliance on all the clauses of the Employers Requirements. Where the Tenderer is not able to comply fully with certain clauses or proposes an alternative design, the deviations shall be consolidated and listed separately in the Statement of Deviations (Appendix-4 to Form of Tender). Excepting the items listed in the statement of deviations, the contractor shall give a Certificate of Compliance of all the items.
2. The Tenderer shall also advise the conflicts, if any, in the tender documents between various functional requirements or specifications.
3. The Tenderer shall detail any potential problems or hazards that have been identified during the Tenderer's assessment of the Employers Requirements.
4. Brief plan for Annual Maintenance and Cloud Hosting of the website of I–Metro (<https://imetro.in/>).
5. All Documents of verification & validation of system software configuration/customisation in accordance with the standards mentioned in the Employers requirement including Scope of Work.
6. For meeting the scope of work the Tenderer shall submit:
  - a. Details of Project Staff: Annexure 2 of ITT.
  - b. Proposed system design/development to be met.

**B. The Tenderer shall submit:**

Methodology Proposed for Annual Maintenance and Cloud Hosting of the website of I–Metro (<https://imetro.in/>)

**SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER**

**Instructions to Tenderers**  
**Annexure-4 [As per clause C6]**

**Requirements for proposed Works Programme and Design Submission Programme**

1. The proposed Works Programme and Design Submission Programme shall show how the Tenderer proposes to organise and carry out the Works and to achieve Stages and complete the whole of the Works by the given Key Dates.
2. The proposed Works Programme shall show achievement of all Key Dates. The proposed Works Programme shall also show Milestones, but the Milestones shall not be taken as imposing any constraints that in any way affect the logic or limit any other dates in the Programme.
3. The proposed Works Programme shall take account of the Tenderer's proposed Design Submission Programme and should indicate, wherever possible, dates and periods relating to interfaces with and between others including dates for submission of further documents required by the Contract and periods for their acceptance.
4. The proposed Works Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
5. The proposed Works Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Tenderer's perception of the major constraints and critical areas of concern in the development of I-Metro Website. This narrative statement shall also indicate which elements of the Works the Tenderer intends to carry out in India with details of the proposed locations of where any such work is to be carried out, the facilities available and/ or proposed to be set up. In particular the Tenderer must state the assumptions made in respect of the interfaces with the Employer, other contractors and third parties both in detail and time, and any requirements for information on matters, which would affect his works.

All programmes shall include design, procurement periods of major materials despatch, transport, migration periods for system and testing and commissioning (including integrated testing & commissioning) along with any other training and working information.

**Instructions to Tenderers****Annexure-5****Deleted**

**Instructions to Tenderers**  
**Annexure-6A [As per clause F5]**

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

1. This deed of Guarantee made this..... day of..... (month& year) between Bank of..... (hereinafter called the “Bank”) of the one part, and Indian Metro Rail Organizations’ Society (hereinafter called “the Employer”) of the other part.
2. Whereas Indian Metro Rail Organizations’ Society has awarded the contract for .....(name of work as per clause 1.1.2(a) of NIT)(hereinafter called “the contract”) to M/s.....(Name of the Contractor)....hereinafter called “the Contractor”.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of ₹..... (Amount in figures and words).
4. Now we the Undersigned..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of ₹.....(Amount in figures and Words) as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on the behalf of the contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of ..... (Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this Guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till ..... (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of defect liability period as stated in Clause 4.2 of the “General Conditions of Contract”).
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. 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 no 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.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

12. Notwithstanding anything contained herein:

- a. Our liability under this bank Guarantee shall not exceed ₹ ..... (₹ .....)
- b. This bank Guarantee shall be valid up to .....
- c. We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee
- d. only & only if you serve upon us a written claim or demand on or before .....

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

For and on behalf of the \_\_\_\_\_ Bank.

**Signature of authorized Bank official**

Name: .....  
 Designation: .....  
 I.D. No. : .....  
 Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank by the above named\_\_\_\_\_

In the presence of:

Witness 1. Signature ..... Name ..... Address .....	Witness 2. Signature ..... Name ..... Address .....
--	--

**Notes:**

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
2. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.
3. The Bank Guarantee must be issued on the Structured financial messaging System (SFMS) platform.
4. A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under.
5. Following codes are to be used by issuing bank for the purpose of confirmation and amendment in Bank Guarantees:-

Code	Purpose
MT760/ IFN760	Bank Guarantee Issuance
MT767/ IFN767	Bank Guarantee Amendment
IFN760 COV	Confirmation of Bank Guarantee Issuance
IFN767 COV	Confirmation of Amendment in Bank Guarantee

6. Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purpose shall not be acceptable to the employer.

**Instructions to Tenderers  
Annexure-6B [As per clause F5]**

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

To,

Indian Metro Rail Organizations' Society,  
1<sup>st</sup> floor, Anand Vihar Metro Station Building,  
Delhi – 110092

Dear Sir/ Madam

**Sub: Issuance of FDR..... amounting to ₹..... valid till.....**

It is hereby certified that FDR bearing number..... dated..... amounting to ₹.....  
(Amount in figure and words) has been issued by ..... (Name of the Bank) branch  
address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s.....(Name of the contractor) under the  
Contract No. .... This FDR can be redeemed without involving the contractor  
M/s.....(Name of the contractor) on demand of Indian Metro Rail Organizations' Society.

This FDR has been issued by authorised signatory of the Bank.

For or on behalf of ..... (Name of the Bank)

Signature.....

Name: .....

Designation: .....

Stamp of Bank.....



**Instructions to Tenderers**  
**Annexure-7 [As per clause F4]**  
*(Agreement on non-judicial stamp paper on Rs.100/-)*  
**FORM OF AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ (Month & Year) Between Indian Metro Rail Organizations' Society, 1<sup>st</sup> floor, Anand Vihar Metro Station Building, Delhi – 110092 hereinafter called "the Employer" of the one part and \_\_\_\_\_ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part.

**Whereas the Employer is desirous that (\*\* certain Goods and Services should be provided and) certain Works should be executed, viz Contract I–Metro/AMC/001/2024–25 Annual Maintenance and Cloud Hosting of the website of I–Metro (<https://imetro.in/>) and has accepted a Tender by the Contractor for the execution and completion of such works (\*\* as well as guarantee of such works) and the remedying of defects therein.**

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a. Letter of acceptance
  - b. Notice Inviting Tender
  - c. Instructions to Tenderers (Including Annexures)
  - d. Form of Tender with Appendix
  - e. General Conditions of Contract (November 2019)
  - f. Special Conditions of Contract
  - g. Employer's Requirements
  - h. Bill of Quantities
  - i. Addendums, if any
  - j. Other conditions agreed to and documented:
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by \*\*\_\_\_\_\_ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of \*\*₹\_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**5. OBLIGATION OF THE CONTRACTOR**

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

The staff/labourer recruited by the Contractor for said work will be the sole responsibility of the Contractor and DMRC will not be involved in it in any way. The staff / labour so recruited by the Contractor will not have any right whatsoever at any stage to claim employment in DMRC.

**6. JURISDICTION OF COURT**

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

**ANNEXURE – 7**  
(PAGE 2 OF 2)

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the  
Contractor

For and on behalf of the Employer

Signature of the authorized  
official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

\_\_\_\_\_ Name  
\_\_\_\_\_

\_\_\_\_\_ Name  
\_\_\_\_\_

on behalf of the Contractor in the  
presence of:

on behalf of the Employer in the presence of:

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Note :

+ To be made out by the Employer at the time of finalization of the Form of Agreement.

\*\* Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.

\*\*\* to be deleted if not applicable.

**Instructions to Tenderers**

**Annexure-8**

**Deleted**

## Instructions to Tenderers

### ANNEXURE-9

#### TIE BETWEEN TWO LOWEST TENDERERS

In case, the evaluated financial offers of two or more technically qualified bidders are same and Lowest (i.e. L-1), then the tender would be awarded to the bidder who is financially more sound i.e. who scores more points as detailed in this Annexure-9 of ITT.

The financial soundness of such bidders shall be judged based on the approximate value of work to be done in one year denoted as 'X' which will be calculated as under:

$$X = \frac{\text{Approx. cost of work as given in NIT}}{\text{Time of completion in years}}$$

Criteria for different financial parameters will be as under:

1. **Working Capital/Net cash flow (Current Assets minus Current Liabilities):**

$$\frac{\geq X}{5} = 3 \text{ points}$$

$$\frac{\geq X \text{ but } < X}{6 \quad 5} = 2 \text{ Points}$$

$$\frac{\geq X \text{ but } < X}{7 \quad 6} = 1 \text{ points}$$

$$\frac{\leq X}{7} = 0 \text{ points}$$

2. **Profit before Tax:**

a. Positive in 3 years = 2 points

b. Positive in 2 years = 1 points

c. Negative in all 3 years = 0 points

3. **Net Worth:**

$$\frac{\geq X}{3} = 3 \text{ points}$$

$$\frac{\geq X \text{ but } < X}{4 \quad 3} = 2 \text{ points}$$

$$\frac{\geq X \text{ but } < X}{5 \quad 4} = 1 \text{ points}$$

$$\frac{\leq X}{5} = 0 \text{ points}$$

4. **Average annual turnover:**

$$\geq 2X = 3 \text{ points}$$

$$\geq 4X \text{ but } < 2X = 2 \text{ points}$$

$$\geq 0.8X \text{ but } < 1.4X = 1 \text{ points}$$

$$< 0.8X = 0 \text{ points}$$

**Note:**

a. Working capital and Net Worth will be based on latest audited balance sheet.

b. Average Annual Turnover and profitability will be based on last three years audited balance sheets. In case audited balance sheet of the last year 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 average of turnovers of previous two years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender will be considered as non-responsive.

c. In case of Joint Ventures/Consortia, these financial parameters will be worked out as under:

**(1) Working Capital:**

**i. For Minimum requirement (Initial Filter Criteria) :**

Requirement of working capital is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

**Example:**

Let Member-1 has percentage participation=M and member-2 has percentage participation=N. If minimum working capital required is ‘W’ then working capital of member-1  $\frac{W \cdot M}{100}$  and working

capital of member- 2  $\frac{W \cdot N}{100}$ .

**ii. For allotment of points:**

Figures of working capital required for different points to be distributed between members as per their percentage participation. Points to be allotted to every member based on this distribution and working capital of the member. Minimum of the points allotted to any member shall be the points of the JV/Consortium.

**(2) Profitability:**

**i. For minimum requirement (initial filter criteria):** The profitability of only lead member shall be evaluated.

**ii. For allotment of points:** Points will be allotted to every partner separately and the weighted average of the points scored by each partner/member as per their participation will be the profit of JV/Consortium.

**Example:** Let Member-1 has percentage participation of =M and Member-2 has percentage participation of =N. Let the points scored by Member-1 are ‘A’ and by Member-2 is ‘B’, then, the score of JV/Consortium will be  $\frac{AM + BN}{100}$ .

**(3) Net Worth:** Net Worth will be based on the percentage participation of each Member.

**Example:** Let Member-1 has percentage participation = M and Member-2 has =N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV/Consortium will be:

$$= \frac{AM+BN}{100}$$

**(4) Average annual turnover from works:** The average annual turnover of JV/Consortium will be based on percentage participation of each member.

**Example:** Let Member-1 has percentage participation = M and Member -2 has = N.

**Let the average annual turnover of Member-1** is ‘A’ and that of Member -2 is ‘B’, then the average annual turnover of JV/Consortium will be:

$$= \frac{AM+BN}{100}$$



भारतीय मेट्रो रेल संगठन सोसाइटी  
INDIAN METRO RAIL ORGANIZATIONS' SOCIETY

CONTRACT NO.: I-Metro/AMC/001/2024-25

**“Annual Maintenance and Cloud Hosting of the website of  
Indian Metro Rail Organizations' Society (I-Metro)  
[<https://imetro.in/>]”**

TENDER DOCUMENTS

FORM OF TENDER (FOT)

1<sup>st</sup> Floor, Anand Vihar Metro Station Building,  
Delhi-110092

## FORM OF TENDER (FOT)

Note: i. The Appendix forms part of the Tender.

ii. Tenderers are required to fill up all the blank spaces in this Form of Tender and Appendix.

Name of Work: As in the NIT clause No. 1.1.2

To,

**Dy. Chief Executive Officer,**  
Indian Metro Rail Organizations' Society (I-Metro),  
1<sup>st</sup> floor, Anand Vihar Metro Station Building,  
Delhi – 110092

1. Have examined the General Conditions of Contract as well as Special Conditions of Contract, Conditions of contract, Employer's Requirements, Specifications, Instructions to Tenderers including Bill of Quantity, for the execution of above named works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 hereto, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda (if any) for the amount as quoted in BOQ (Financial Bid) or such other sum as may be ascertained in accordance with the said conditions.
2. We undertake (jointly and severally)\*
  - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)\*; and
  - (b) If our Tender is accepted, we will furnish at our option a Bank Guarantee/ FDR/ DD for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 4.2 of the General Conditions of the Contract and as indicated in the Appendix-1 hereto; and
  - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the I-Metro in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.
4. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We undertake, if our Tender is accepted, to commence the works within 10 days of issue of the Letter of Acceptance to complete the whole of the Works comprised in the Contract up to **12 (twelve) months of Annual Maintenance and Cloud Hosting.**
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.
8. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
9. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at New Delhi will have exclusive jurisdiction in the matter.
10. We agree to abide by this Tender for a minimum period of 21 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
11. We acknowledge that the Appendix forms an integral part of the Tender.

- 12. We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
- 13. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2024.

Signature .....

Name..... in the capacity of .....

duly authorized to sign Tenders for and on behalf of.....

Address .....

**Witness:1** – Signature .....

Name .....

Address .....

Occupation .....

**Witness:2** – Signature .....

Name .....

Address .....

Occupation .....

**\* Note:**

If the Tenderer comprises a partnership, joint venture or consortium:

- (a) The provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. partnership, joint venture or consortium).
- (b) The liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several.
- (c) An authorised representative of each member must sign the Tender.
- (d) Signature on the Form of Tender shall be witnessed and dated.
- (e) Copies of the relevant power of attorney shall be attached.



## FORM OF TENDER- APPENDIX -1

## APPENDIX TO THE FORM OF TENDER

S. N	DESCRIPTION	REF TO CLAUSE NO.	REQUIREMENT
i	Amount of Bank Guarantee as Performance Security	Clause 4.2 of the GCC	10% of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause 4.2 of GCC.
ii	Latest 'date for commencement' of the Works	Clause 8.1 of the GCC	Date given in LOA or Employer's Notice to Proceed
iii	'Time for completion' of the work from the date of commencement of the work	Clause 8.2 of the GCC	12 months for support of Website & (Cloud Hosting & Support)).
iv	Liquidated Damages	Clause 8.5 of the GCC	Deleted
v	'Defects Liability Period' for the whole of the Works	Clause 10 of the GCC and clause 20 of SCC	Defects Liability Period (DLP) is not applicable for this tender.
vi	Amount of advance payment	Clause 11.2 of the GCC	No advance shall be payable as per clause No.23 of SCC.
vii	Insurance for workers/ Employees	Clause 15.4 of the GCC	All of the contractor's employees shall have to be covered under ESI and ECA as per clause 25.1 of Special conditions of contract.
viii	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	Deleted
ix	Amount of Third Party Insurance	Clause 5.8 and 15.3 of the GCC	Deleted
x	Period in which all insurances have to be effected	Clause 15.5 of the GCC	Deleted

Date : .....

Place : .....

Signature of authorized signatory of Tenderer

**FORM OF TENDER- APPENDIX - 2****BILL OF QUANTITIES / PRICING DOCUMENT**  
(Refer Clause C10 of ITT)

We, (name of tenderer/ joint venture) hereby undertake that, the Bill of Quantities & Schedule of Payments (clause C15 of ITT) duly completed in all respect has been submitted by us in Package 2 – Financial Package.

Signed.....

For and on behalf of

(NAME OF TENDER / JOINT VENTURE)

**FORM OF TENDER- APPENDIX - 3****DELETED**

**FORM OF TENDER-APPENDIX - 4**

**PROFORMA FOR STATEMENT OF MINOR DEVIATIONS**  
(Refer Clause C2.2 (e) of ITT)

1. The following are the particulars of minor deviations from the requirements of the tender documents.
- 2.

S.No.	Clause	Deviations	Remarks (including justification)	Confirming that Price of adjustment of each deviation/s is given in Annexures 4A of financial package (Yes/No)

1. The Tenderer shall indicate price adjustment against each deviation in Appendix-4A of BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Proforma of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents and will provide all equipments as specifications.
3. If the tenderer proposes deviations in tender documents and/or any other terms and conditions of the tender, other than in this Appendix, it will have no effect.

Stamp & Signature of Tenderer

## FORM OF TENDER-APPENDIX- 5

(Page 1 of 2)

**GENERAL INFORMATION AND JOINT VENTURE DATA  
(Refer Clauses A4.1 of ITT)**

<b>A. TENDERER INFORMATION SHEET</b>													
Tenderer's Legal Name													
Legal status of the Tenderer	Please tick appropriate category: <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td>Sole Proprietorship Firm</td> <td></td> </tr> <tr> <td>Partnership Firm</td> <td></td> </tr> <tr> <td>Private Limited Company</td> <td></td> </tr> <tr> <td>Public Limited Company</td> <td></td> </tr> <tr> <td>Joint Venture</td> <td></td> </tr> <tr> <td>Consortium</td> <td></td> </tr> </table>	Sole Proprietorship Firm		Partnership Firm		Private Limited Company		Public Limited Company		Joint Venture		Consortium	
Sole Proprietorship Firm													
Partnership Firm													
Private Limited Company													
Public Limited Company													
Joint Venture													
Consortium													
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))	<table border="1" style="width: 100%; margin-top: 5px;"> <thead> <tr> <th style="width: 70%;">Legal Name of JV/Consortium member</th> <th style="width: 30%;">% participation</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> </tbody> </table>	Legal Name of JV/Consortium member	% participation	1.		2.		3.					
Legal Name of JV/Consortium member	% participation												
1.													
2.													
3.													
Lead member of JV/Consortium													
Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication													
<b>Tenderer's authorized signatory (name, designation, address, contact no.)</b>													
Tenderer's authorized representative (Name, Designation, Address, Contact no.)													
<p><b>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium):</b></p> <ol style="list-style-type: none"> <li>a. Affidavit in case of Proprietary firm.</li> <li>b. Partnership Deed in case of partnership firm.</li> <li>c. Memorandum &amp; Article of Association in case of a Public/Private limited company.</li> <li>d. In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.</li> <li>e. Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium.</li> </ol> <p><b>Note:</b> Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with I-Metro related to the tender.</p>													

Stamp &amp; Signature of Tenderer

**FORM OF TENDER-APPENDIX- 5**  
(Page 2 of 2)

<b>B. JV/CONSORTIUM MEMBER INFORMATION</b>													
<b>MEMBER – 1</b>													
JV/Consortium Member's Legal Name													
Legal status of the Member	Please tick appropriate category: <table border="1"> <tr> <td>Sole Proprietorship Firm</td> <td></td> </tr> <tr> <td>Partnership Firm</td> <td></td> </tr> <tr> <td>Private Limited Company</td> <td></td> </tr> <tr> <td>Public Limited Company</td> <td></td> </tr> <tr> <td>Joint Venture</td> <td></td> </tr> <tr> <td>Consortium</td> <td></td> </tr> </table>	Sole Proprietorship Firm		Partnership Firm		Private Limited Company		Public Limited Company		Joint Venture		Consortium	
Sole Proprietorship Firm													
Partnership Firm													
Private Limited Company													
Public Limited Company													
Joint Venture													
Consortium													
Member's country of constitution													
Member's legal address, telephone numbers, fax numbers, email address)													
Member's authorized representative (name, designation, address)													
<b>MEMBER – 2</b>													
JV/Consortium Member's Legal Name													
Legal status of the Member	Please tick appropriate category: <table border="1"> <tr> <td>Sole Proprietorship Firm</td> <td></td> </tr> <tr> <td>Partnership Firm</td> <td></td> </tr> <tr> <td>Private Limited Company</td> <td></td> </tr> <tr> <td>Public Limited Company</td> <td></td> </tr> <tr> <td>Joint Venture</td> <td></td> </tr> <tr> <td>Consortium</td> <td></td> </tr> </table>	Sole Proprietorship Firm		Partnership Firm		Private Limited Company		Public Limited Company		Joint Venture		Consortium	
Sole Proprietorship Firm													
Partnership Firm													
Private Limited Company													
Public Limited Company													
Joint Venture													
Consortium													
Member's country of constitution													
Member's legal address, telephone numbers, fax numbers, email address)													
Member's authorized representative (name, designation, address)													

**STAMP & SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF TENDERER**

**FORM OF TENDER- APPENDIX- 6****(UNDERTAKING  
(Ref. Clause C2.2 (g) of ITT)**

1. I/We hereby confirm and declare that my/our firm/company M/s..... has not been put on defaulter list by EPF/ESI/GST/Labor Deptt. etc. as on the date of tender submission.
2. I/We hereby confirm and declare that my/our firm/company M/s..... is /are not involved in any illegal activity and/or has not been charge sheeted for any criminal act during last five years (from the last day of the previous months of tender submission).
3. I/We further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our applications are found other-wise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future tenders of the I–Metro. Besides, I–Metro shall be entitled to take all such actions as may be deemed fit under the provision of this Agreement as well as under the frame work of law including termination of contract, if awarded, without any claim for any compensation, damages, costs etc. whatsoever on account of such premature closure of the contract.
4. We do hereby undertake that I–Metro / Any other Metro organisation, Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministry has not banned business with us as on the date of tender submission. Also any work of the value more than 10% of NIT cost of work, executed either individually or in a JV/ Consortium, has not been rescinded / terminated by I–Metro / Any other Metro organisation (100% owned by Govt.), after award of contract to us during last 3 years (from the last day of the previous months of tender submission) due to our non-performance.
5. I/We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in the works awarded by I–Metro / Any other Metro organisation contract of value more than 10% of NIT cost of work executed either individually or in a JV/ Consortium during last three years (from the last day of the previous months of tender submission).
6. We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 Years (from the last day of the previous months of tender submission).

I/We know that to swear a false undertaking is a crime under the law and with such knowledge only I have swear this undertaking.

(Signature of Authorized Signatory)

**DEPONENT**

Verified at ..... on.....that the contents of paras 1 to 6 of this undertaking are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

Signature of Tenderer  
(Each member in case of JV/Consortium)

DEPONENT

**Note:**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

**FORM OF TENDER- APPENDIX- 7**

(Refer Clause C6 of ITT)  
TECHNICAL PROPOSAL

The tenderer should submit the technical proposal clearly indicating how he proposes to meet the Employer's requirement as per Annexure 3 & Annexure 4 of ITT.



**FORM OF TENDER- APPENDIX- 8**

Deleted

**FORM OF TENDER- APPENDIX-9**

Deleted

**FORM OF TENDER- APPENDIX- 10**

Deleted

## FORM OF TENDER- APPENDIX- 11

**Obligation/ Statutory Compliance to be ensured by Contractor**  
(Ref. Clause C20 of ITT)

Sl. No.	Items	Compliance of Contractor (To be filled by contractor)	
		Yes	No
1.	License for employing contract labour		
2.	Compliance of minimum wages Act by payment of wage on 7 <sup>th</sup> of every month through Bank or in the presence of nominated representative of employer (I-Metro Supervisor/manager)		
3 (a)	Compliance of provision of ESI & EPF Act		
3 (b)	Ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act.		
4.	Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities.		
5.	Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.		

**Note:** - A Non- filling or 'No' by contractor will lead to non-eligibility for contractor in further tendering process.

Signature with seal of Tenderer (Each member in case of JV/ Consortium)

**FORM OF TENDER- APPENDIX- 12****Undertaking for corrupt and fraudulent practice**  
(Ref. Clause C2.2 (m) of ITT)

It is confirmed that we or any of our associates have not been engaged in any fraudulent and corrupt practice as defined in clause 4.33 of General Conditions of Contract (GCC) and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount.

Stamp & Signature of Tenderer  
**(Each member in case of JV/ Consortium)**

**COPYRIGHT UNDERTAKING**  
(As Per Clause E2)

Date .....

To:

**Dy. Chief Executive Officer,**  
Indian Metro Rail Organizations' Society (I-Metro),  
1<sup>st</sup> floor, Anand Vihar Metro Station Building,  
Delhi – 110092

**LETTER OF UNDERTAKING**

**CONTRACT NO.: I-Metro/AMC/001/2024–25 “Annual Maintenance and Cloud Hosting of the website of Indian Metro Rail Organizations’ Society (I-Metro) [<https://imetro.in/>]”**

We, (name of tenderer/ joint venture) hereby undertake that the tender and the tender documents purchased as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the execution of IT works.

We further undertake that the aforesaid tender drawings and documents prepared by Indian Metro Rail Organizations’ Society (I-Metro) shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or subcontractors of the joint venture are, or will be involved with either in India or any other country.

Signed.....  
For and on behalf of

(Name of tender / joint venture/ consortium)

**FORM OF TENDER- APPENDIX- 14****DELETED**

**FORM OF TENDER- APPENDIX- 15  
(Part A)**

**WORK EXPERIENCE**  
(Ref. Clause 1.2.2 (a) of NIT)

**Applicant's legal name**.....

**Date**..... **Group Member's legal**

**name**..... **Page** ..... **of** .....**pages**

For works as per clause no. 1.2.2 (a) or more at the price level on last day of month previous to the month the tender submitted (considering escalation as per Clause 1.2.2 (a) of Notes Bullet no.3)

Specific Work Experience		
Similar Contract Number _____ of _____ required	Information	
Contract Identification		
Award date Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV-Consortium member)	Individual	JV/Consortium Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR as on last day of the previous month of tender submission price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR as on last day of the previous month of tender submission price level

**NOTE:**

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
2. **Separate Performa shall be used for each member in case of JV/Consortium.**
3. **Separate sheet for each work along with Clients Certificate to be submitted.**

Stamp & Signature of Tenderer

**FORM OF TENDER- APPENDIX- 15  
(Part B)**

**Summary of information provided in Appendix-15 (Part-A)**

**Applicant's legal name .....**

**Date.....**

**Group Member's legal name..... Page ..... of ..... pages**

Name of Applicant (each member in case of group)	Total Number of works As per clause no. 1.2.2 (a) at the price level as on last day of the previous month of tender submission	No. of contracts delayed, i.e., completed beyond the original date of completion

**NOTE:-**

1. In case the work was done as JV/Consortium, only the value of work done by the applicant as per his Percentage participation must be given.
2. Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately?

Stamp & Signature of Tenderer

**Financial DATA**  
(Ref. Clause 1.2.2 (b) of NIT)

Applicant's legal name .....

Date .....

Group Member's legal name..... Page ..... of ..... Pages

Each Applicant or member of a JV must fill in this form

S. N.	Description	Financial Data for Latest Last 3 Years (Indian Rupees)		
		2020-21	2021-22	2022-23
1.	Total Assets			
2.	Current Assets			
3.	Total External Liabilities			
4.	Current Liabilities			
5.	Annual Profits Before Taxes			
6.	Annual Profits After Taxes			
7.	Net Worth [= 1 - 3]			
8.	Liquidity [=2 - 4]			
9.	Return on Equity			
10.	Gross Annual turnover			

**Attach copies of the audited balance sheets, including all related notes, income statements or the last three audited financial years, as indicated above, complying with the following conditions.**

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s).  
No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Return on Equity = Net Income / Shareholders Equity  
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock).

Shareholders equity does not include preferred shares.

6. **The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his signature, stamp, membership number and Unique Document Identification Number (UDIN).**



{Affidavit for Unaudited Balance Sheet as per First Bullet of Notes of NIT Clause 1.2.2(b)(i)}  
**(On a non-judicial stamp paper of appropriate value)**

**(To be filled by the bidder\* in case their Balance Sheet for F.Y. 2023-24 has not been audited. If the Balance sheet for F.Y. 2023-24 has been audited then the bidder need not to fill this form or may simply write "NOT APPLICABLE")**

I,..... (Name and designation of Authorised signatory)  
of.....(Name of Company/ Firm/  
Proprietorship/ Partnership) hereby confirm that the Balance sheet for Financial year i.e. **F.Y. 2023-24** has actually  
not been audited/ or under finalisation so far.

**Signature of authorized signatory on behalf of Tenderer**

**FORM OF TENDER- APPENDIX- 17**

**DELETED**

**FORM OF TENDER- APPENDIX- 18**

**DELETED**

**UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

(Ref. Clause C2.2 (u) of ITT)

We here by confirm that, we have downloaded/ read the complete set of tender documents (as detailed in NIT Clause 1.3)/addendum/clarifications along with the set of enclosures hosted on the tender portal of I–Metro website (<https://imetro.in/>). We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the tender portal of I–Metro website (<https://imetro.in/>). We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

Stamp & Signature of authorized signatory

**FORM OF TENDER- APPENDIX- 20****Undertaking for disclosure of information under RTI Act**  
(Ref. clause G of ITT)

We are aware that Indian Metro Rail Organizations' Society (I-Metro), is required to furnish information to applicants under Right to Information (R.T.I) Act which may include information pertaining to us. We do hereby give our unconditional consent to I-Metro for providing the information/records to the applicants as 'third party' information under R.T.I Act except for the following matters:

- 1.
- 2.
- 3.

Stamp & Signature of Tenderer  
**(Each member in case of JV/Consortium)**

**DETAILS OF BANK ACCOUNT FOR REFUND OF TENDER SECURITY/EMD  
(Applicable if EMD/ Tender Security deposited through Demand Draft/ Bankers Cheque/ RTGS/  
NEFT/ IMPS)**

(Ref. Clause C2.2 (w) and C18.5 of ITT)

1. Name of the firm/ Bidder:
2. Complete Address:
3. PAN of Tenderer:
4. GSTIN of Tenderer:
5. Name of the Bank:
6. Branch:
7. Address of the Bank Branch:
8. Account Type:
9. Account Number:
10. IFS Code of the bank Branch:
11. MICR Code of the Bank Branch:
12. Whether a cancelled Cheque of the Bidder/Firm submitted: Yes or No (Please tick)

(A cancelled cheque to be enclosed)

Certified that the information furnished above is correct.

Signature of the Authorized person of the  
Firm/ bidder with seal & Date

Notes:

---

- a) EMD/ Tender Security will be refunded through NEFT/ RTGS/ IMPS/ DD/ Bankers Cheque/ any other mode of payment, in the name of firm and bank account mentioned in this appendix, which shall be of same firm and account through which EMD/ Tender Security has been paid to I–Metro.
- b) EMD/ Tender Security shall be paid in compliance with ITT clause C18.1.2/ C18.1.3

**FORM OF TENDER- APPENDIX- 22**

**Deleted**

**FORM OF TENDER- APPENDIX-23**

**Deleted**

## FORM OF TENDER- APPENDIX-24

## UNDERTAKING

I/We [Name of the bidder] have read the clause(s) 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/We [Name of the bidder] certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority ~~and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority\*~~. I/We hereby certify that [Name of bidder] fulfils all requirements in this regard and is eligible to be considered.

\*Strike off the highlighted text in case of tenders for Works not involving possibility of sub-contracting.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

**NOTE:**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.
3. If the aforesaid certificate given by a bidder whose bid is accepted is found to be false, it will be considered as "fraudulent practice" under clause 4.33.1a (ii) of GCC and this would be a ground for immediate termination besides taking further action as per Clause 4.33.1(b) /legal action in accordance with law.



## FORM OF TENDER- APPENDIX-25

(Ref. Clause C23 of ITT)

CHECK LIST FOR TECHNICAL AND FINANCIAL SUBMISSION				
<b>Open Tender, in Two Bid System for CONTRACT NO.: I-Metro/AMC/001/2024-25 “Annual Maintenance and Cloud Hosting of the website of Indian Metro Rail Organizations’ Society (I-Metro) [https://imetro.in/]”</b>				
Name of the Firm/Tenderer : M/s .....				
S. No.	Item	Submitted		Reference Page No. in the Technical Submittal
		Yes	No	
<b>CHECK SHEET FOR TECHNICAL SUBMISSION</b>				
<b>Documents required to be submitted along with the Technical Package</b>				
<b>1.</b>	<b>Tender Cost and Tender security (EMD) Details</b>			
1.1	Scanned copy of payment i.e. transaction with UTR No. of Cost of Tender Documents/ Tender fee of requisite amount.			
1.2	Scanned copy of payment i.e. transaction with UTR No. of Tender Security of requisite amount. (In case of payment through RTGS, NEFT and IMPS)			
<b>2.</b>	<b>POWER OF ATTORNEY</b>			
2.1	Copy of POA/authorization in favour of authorized signatory of tender documents.			
2.2	Authorization in favour of signatory to the POA (i.e. Board Resolution/ MOU etc.			
2.3	Submitted POA/ authorization contains specimen signature of authorized signatory to tenderer.			
2.4	In case of JV/Consortium, POA by each member in their authorized signatory.			
2.5	Submitted POA is duly notarized and submitted copy of POA is attested.			
2.6	Documents of constitution of the legal entity (Undertaking for proprietorship / Partnership deed / Memorandum and Articles of Association), each member in case of JV/consortium.			
<b>3.</b>	<b>DOCUMENTS REQUIRED AS PER CONTRACT</b>			
3.1	Form of Tender (FOT) duly signed by Authorised signatory and also signed by witness.			
3.2	Contract Conditions- Appendix-1 of FOT.			

3.3	Undertaking for submission of duly completed BOQ/ PRICING DOCUMENT- Appendix-2.			
3.4	Appendix-3 Deleted	X	X	X
3.5	Proforma for Statement of deviations- Appendix-4.			
3.6	General information & Joint Venture Data- Appendix-5.			
3.6 (a)	In terms of Appendix-5/ point nos. (a), (b) & (c) of FOT, whether documents of constitution of the legal entity (Undertaking for proprietorship / Partnership deed / Memorandum and Articles of Association) is submitted (each member in case of JV/consortium).			
3.6 (b)	In terms of Appendix-5/ point nos. (d) of FOT, whether in case of JV/Consortium, submitted corresponding JV agreement/ consortium agreement/MOU duly signed by each member of JV/Consortium.			
3.6 (c)	JV agreement/ Consortium agreement/ MOU is duly notarized.			
3.7	Undertaking (Non blacklisting/ Rescinded Etc.)-Appendix-6.			
3.8	Appendix-7 Technical Proposal.			
3.8	Appendix-8 Deleted.	NA	NA	NA
3.10	Appendix-9 Deleted.	NA	NA	NA
3.11	Appendix-10 Deleted.	NA	NA	NA
3.12	Form for obligation/ statutory compliance to be ensured by contractor- Appendix-11.			
3.13	Undertaking for corrupt & fraudulent practice- Appendix-12.			
3.14	Undertaking on copyright- Appendix-13.			
3.15	Appendix-14- Deleted.	NA	NA	NA
3.16	Undertaking for downloaded tender documents- Appendix-19.			
3.17	Undertaking for disclosure of information under RTI Act- Appendix-20.			
3.18	Details of refund of EMD through NEFT/RTGS- Appendix-21.			
3.19	Undertaking as per Clause 1.2.1 ix (d) of NIT Appendix-22.			
3.20	Proforma for Submission of the List of the Goods, Works & Services Appendix-23.			
3.21	Undertaking- Appendix-24			
3.22	Check List- Appendix-25.			
<b>4</b>	<b>WORK EXPERIENCE &amp; FINANCIAL DATA</b>			
4.1	Work Experience- Appendix-15 (Part-A).			
4.1 (a)	Audited balance sheet of last 3 financial years in terms of clause 1.2.2/Notes of NIT.			
4.2	Summary of Appendix-15 (Part-A) in Appendix-15 (Part-B).			
4.3	Financial data- Appendix-16.			
4.4	Affidavit for unaudited Balance Sheet- Appendix-16A. (If applicable)			
4.5	Appendix-17- Deleted	NA	NA	NA

4.6	Appendix-18- Deleted	NA	NA	NA
4.7	All the forms, Annexures, Appendix etc. submitted as per tender document.			
<b>5</b>	<b>ADDITIONAL REQUIREMENTS</b>			
5.1	PAN No. submitted by tenderer			
5.2	Self-attested Copy of the Goods and Service Tax registration certificate as per Central Goods and Service Tax Act' 2017 and State Goods and Service Tax Act'2017 in the state of Delhi/Haryana/UP i.e. the place of supply of goods and services.			
5.3	EPF Registration No.			
5.4	ESI Registration No. and Code No. as per ESI Act 1948.			
<b>CHECK SHEET FOR FINANCIAL SUBMISSION</b>				
<b>Documents required to be submitted along with the Technical Package</b>				
1.	Priced Bill of Quantities.			
2.	Appendix-4A Statement of Minor Deviation			
<b>Note: The check list is indicative and not exhaustive. The bidders must go through the complete tender documents and submit the required document accordingly.</b>				

I have checked the above list with our submittal. I am also aware that if the application is not containing the above documents, our application is likely to be rejected.

Seal:

Date:

(Signature of Tenderer)



**दिल्ली मेट्रो रेल कॉर्पोरेशन लि०**  
**DELHI METRO RAIL CORPORATION LTD.**

( भारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम )  
( A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI )

**MASS RAPID TRANSPORT SYSTEM**

## **GENERAL CONDITIONS OF CONTRACT**

**November, 2019**

**DELHI METRO RAIL CORPORATION LTD.**  
**Metro Bhawan, Fire Brigade Lane,**  
Barakhamba Road,  
New Delhi-110 001



**GENERAL CONDITIONS OF CONTRACT****CONTENTS**

<b>Clause No.</b>	<b>Description</b>	<b>Page No.</b>
<b>1</b>	<b>DEFINITIONS AND INTERPRETATION</b>	<b>6</b>
1.1	Definitions	6
1.2	Interpretation	10
1.3	Law and Language	10
1.4	Contract Agreement	10
1.5	Priority of Documents	10
1.6	Care and Supply of Construction and/or Manufacture Documents	11
1.7	Communications	11
1.8	Employer's Use of Contractor's Documents	11
1.9	Contractor's Use of Employer's Documents	11
1.10	Compliance with Statutes, Regulations and Laws	11
1.11	Joint and Several Liability	12
<b>2</b>	<b>THE EMPLOYER</b>	<b>12</b>
2.1	General Obligations	12
2.2	Access to and Possession of the Site	12
2.3	Permits, Licences or Approvals	12
2.4	Assignment by the Employer	12
<b>3</b>	<b>THE ENGINEER</b>	<b>12</b>
3.1	Appointment of Engineer	12
3.2	Duties and Authorities of the Engineer	12
3.3	Engineer's Authority to Delegate	13
3.4	Engineer's Instructions	13
3.5	Engineer to Attempt Agreement	13
<b>4</b>	<b>THE CONTRACTOR</b>	<b>13</b>
4.1	General Obligations	13
4.2	Performance Security Amount	14
4.3	Representation on Works	16
4.4	Facilities for and co-ordination with others	17
4.5	Sub-contractors	18
4.6	Assignment of Contractor's and Sub-contractor's Obligations	19
4.7	Compensation for Breach	19
4.8	Setting Out	19
4.9	Site Data	20
4.10	Sufficiency of accepted Contract Amount	20
4.11	Access Route	20
4.12	Rights of Way and Facilities	21
4.13	Programmes	21
4.14	Progress Reports	21
4.15	Contractor's Equipment	22
4.16	Safety of Works	22





Clause No.	Description	Page No.
4.17	Protection of the Environment	22
4.18	Electricity, Water and Gas	23
4.19	Tools, Plants And Equipment Supplied By The Employer	23
4.20	Employer's Materials & Excavated Material	23
4.21	Sheds, Stores, Yards	23
4.22	Temporary Works	23
4.23	Unforeseeable Physical Conditions	23
4.24	Access for Engineer	24
4.25	Access Road and Way Leaves	24
4.26	Contractor to keep Site Clear	24
4.27	Security of the Site	24
4.28	Contractor's Operations on Site	25
4.29	Discoveries	25
4.30	Publicity	25
4.31	Disclosure Of Relationship	25
4.32	Use Of Explosives	25
4.33	Corrupt/Fraudulent/Collusive/Coercive Practices	25
<b>5</b>	<b>DESIGN</b>	26
5.1	General Obligations	26
5.2	Contractor's warranty of design	27
5.3	Construction and/or Manufacture Documents	28
5.4	Technical Standards and Regulations	29
5.5	Samples	29
5.6	As-Built Drawings and Documents	29
5.7	Operation and Maintenance Manuals	29
5.8	Intellectual Property Rights and Royalties	29
<b>6</b>	<b>STAFF AND LABOUR</b>	30
6.1	Engagement of Staff and Labour	30
6.2	Rates of Wages and Conditions of Labour	30
6.3	Persons in the service/ retired of Employer/Engineer	31
6.4	Labour Laws	31
6.5	Working Hours	32
6.6	Facilities for Staff and Labour	32
6.7	Health and Safety	32
6.8	Contractor's Superintendence	32
6.9	Provision of Efficient and Competent Staff	32
6.10	Preservation of Peace and orderly conduct	33
6.11	Labour to be Contractor's Employee	33
6.12	Report Of Accidents To Labour	33
6.13	Claim on account of violation of Labour laws	33
6.14	Maintenance of Records	33
<b>7</b>	<b>QUALITY CONTROL</b>	33
7.1	Manner of Execution	33
7.2	Source of Materials	34





Clause No.	Description	Page No.
7.3	Delivery to Site	34
7.4	Inspection	34
7.5	Testing	34
7.6	Rejection	34
7.7	Liability after Inspection and Testing	35
7.8	Ownership of Plant and Materials	35
7.9	Cost of Employer's Attendance Including Travel	35
7.10	Covering up of Works	35
7.11	Tests after Completion	35
7.12	Integrated testing and system commissioning	36
<b>8</b>	<b>TIME MANAGEMENT</b>	37
8.1	Commencement of Works	37
8.2	Time for Completion	37
8.3	Delay	37
8.4	Extension of Time for Completion	37
8.5	Liquidated Damages for Delay	39
8.6	Rate of Progress	39
8.7	Suspension of Work	40
8.8	Consequences of Suspension	40
8.9	Resumption of Work	40
<b>9</b>	<b>EMPLOYER'S TAKING OVER</b>	40
9.1	Taking Over Certificate	41
9.2	Taking over of Parts of the Works	41
<b>10</b>	<b>DEFECTS LIABILITY</b>	41
10.1	Completion of Outstanding Work and Remedying Defects	41
10.2	Cost of Remedying Defects	42
10.3	Extension of Contract Period	42
10.4	Failure to Remedy Defects	42
10.5	Removal of Defective Work	42
10.6	Further Tests	42
10.7	Right of Access	42
10.8	Contractor to Search	43
10.9	Performance Certificate	43
10.10	Unfulfilled Obligations	43
10.11	Emergency Defect Rectification	43
<b>11</b>	<b>CONTRACT PRICE AND PAYMENT</b>	43
11.1	The Contract Price Inclusions/ Exclusions	43
11.2	Advances	44
11.3	Provisional Payment Against Material at Site	45
11.4	Application for Interim Payment Certificates	46
11.5	Issue of interim Payment Certificate	46
11.6	Payment – Interim & Final	47
11.7	Statement at Completion	47
11.8	Application for Final Payment Certificate	47





Clause No.	Description	Page No.
11.9	Discharge	48
11.10	Issue of Final Payment Certificate	48
11.11	Cessation of Employer's Liability	48
11.12	Calculation of Payments in Foreign Currency	48
11.13	Round off	48
11.14	Payment by Cheque & E-Payment	48
11.15	Tax Deduction at Source	49
11.16	Production of Vouchers	49
11.17	Withholding And Lien For Sums Claimed	49
11.18	Signature On Receipts For Payments	49
11.19	Post Payment Audit	49
11.20	Recovery of money due to the Employer	49
<b>12</b>	<b>VARIATIONS</b>	50
12.1	Right to Vary	50
12.2	Contractor's Variations	50
12.3	Employer's Variations	51
12.4	Variation Procedure	51
12.5	Variation in the Bill of Quantities	51
12.6	Payment in Applicable Currencies	53
<b>13</b>	<b>TERMINATION OF THE CONTRACT</b>	53
13.1	Notice to Contractor	53
13.2	Termination Of Contract Due To Contractor's Default	53
13.3	Default of Employer	55
<b>14</b>	<b>RISK AND RESPONSIBILITY</b>	56
14.1	Indemnity	56
14.2	Contractor's Care of the Works	57
14.3	Employer's Risks	57
14.4	Consequences of Employer's Risks	57
14.5	Contractor's Risks	58
14.6	Limitation of Liability	58
<b>15</b>	<b>INSURANCE</b>	58
15.1	Professional Indemnity Insurance	58
15.2	Insurance for Works and Contractor's Equipment	58
15.3	Insurance Against Injury to Persons and Damage to Property	59
15.4	Insurance for Workers	59
15.5	General Requirements for Insurances	59
<b>16</b>	<b>FORCE MAJEURE</b>	60
16.1	Definition of Force Majeure	60
16.2	Effect of Force Majeure Event	60
16.3	Contractor's Responsibility	60
16.4	Employer's Responsibility	60
16.5	Payment to Contractor	60
16.6	Resumption of Work	60
16.7	Optional Termination, Payment and Release	60





Clause No.	Description	Page No.
16.8	Release from Performance under the Law	61
<b>17</b>	<b>CLAIMS, DISPUTES, CONCILIATION AND ARBITRATION</b>	61
17.1	Procedure for Claims	61
17.2	Payment for Claims	61
17.3	No Legal Action Till Dispute Settlement Procedure is Exhausted	61
17.4	Notice of Dispute	61
17.5	Two Stages for Dispute Resolution	62
17.6	Conciliation	62
17.7	Conciliation Procedure	62
17.8	Termination of Conciliation Proceedings	62
17.9	Arbitration	63
17.10	Interest on Arbitration Award	65
17.11	Cost of Conciliation/ Arbitration	65
17.12	Jurisdiction of Courts	65
17.13	Suspension of Work on Account of Arbitration	65
<b>18</b>	<b>SERVICE OF NOTICES</b>	65
18.1	Notice to Contractor	65
18.2	Notice to Employer and Engineer	65
18.3	Change of Address	65



**GENERAL CONDITIONS OF CONTRACT (November, 2019)**

- 1 DEFINITIONS AND INTERPRETATION**
- Definitions**
- 1.1** In the contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise. Words indicating persons or parties include corporations and other legal entities except where the context requires otherwise.
- 1.1.1 Documents**
- 1.1.1.1** “**Appendix to Form of Tender**” means the completed pages in title Appendix, which are appended to and form part of the Tender.
- 1.1.1.2** “**Bill of Quantity**” means a document containing various items of payment and contains schedule of Payment also.
- 1.1.1.3** “**Construction and/or Manufacture Documents**” means all drawings, operation and maintenance manuals, and other manuals and information of a similar nature, to be submitted by the Contractor.
- 1.1.1.4** “**Contract**” means the Contract Agreement, the Letter of Acceptance, the letter of tender, General Conditions of Contract, Special Conditions of Contract, the Employer’s Requirements, the Notice Inviting Tender, Instructions To Tenderers, the Contractor’s Proposal, the Schedules, and such further documents which are listed in the Letter of Acceptance or Contract Agreement (in completed).
- 1.1.1.5** “**Contract Agreement**” means the contract agreement referred to in Sub-clause 1.4. It shall also include all subsequent modifications/ amendments to the Contract as a result of the communications or negotiation proceedings between the parties.
- 1.1.1.6** “**Contractor’s Proposal**” means the proposal submitted by the Contractor with the Tender, as modified and accepted by the Employer and included in the Contract. Such documents may include the Contractor’s preliminary design.
- 1.1.1.7** “**Contractor’s Document**” means the calculations, computer programme and other softwares, drawings, manuals and other documents of a technical nature(if any) supplied by the Contractor under the Contract.
- 1.1.1.8** “**Design Data**” means all specifications, plans, drawings, details, graphs, sketches, models, levels, setting-out dimensions, calculations duly checked by the Contractor and other documents relating to the design of the Works prepared or to be prepared by or on behalf of the Contractor.
- 1.1.1.9** “**Drawings**” means the Employer’s Drawings and the Drawings submitted by the Contractor and any modification of such drawings as any, from time to time, be furnished or for which the Engineer has issued a Notice of No Objection.
- 1.1.1.10** “**Employer’s Requirements**” means the description of the scope, standard, design criteria, specifications, drawings, programme of work, indigenisation programme (where applicable) as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.
- 1.1.1.11** “**Interim Payment Schedule**” means the schedule included for each Cost Centre in the Pricing Document and accepted by the Employer to be used for interim payments in relation to achievement of milestones under that Cost Centre, as the same may be revised from time to time in accordance with Clause 11.
- 1.1.1.12** “**Letter of Acceptance**” means the formal acceptance to work by the Employer of the Tender.
- 1.1.1.13** “**Notice to Proceed**” means the notice issued by the Employer to the Contractor communicating the date on which the Works are to be commenced.
- 1.1.1.14** “**Letter of Tender**” means the document entitled letter of tender, which was completed by the Contractor and includes the signed offer to the Employer for the Works.





- 1.1.1.15 **“Conditions of Contract on Safety & Health and Environment”** means the Employer’s manual containing the requirements and conditions to be met during the execution of the Works by the Contractor.
- 1.1.1.16 **“Schedules”** means the information and data submitted with the Tender, as included in the Contract.
- 1.1.1.17 **“Tender”** means the Contractor's priced offer to the Employer for the designing where ever applicable, execution, manufacture, and completion of the whole of Works, testing and commissioning (including Integrated Testing and Commissioning where ever applicable) and remedying of any defects therein, as accepted by the Letter of Acceptance.
- 1.1.1.18 **“Schedule of Milestones”** means the schedule included in each Cost Centre in the Pricing Document, describing the Milestones and stipulating dates by which the Milestones are to be achieved under that Cost Centre in order to maintain interim payments by the Employer to the Contractor in accordance with the Interim Payment Schedule for that Cost Centre, as the same may be revised from time to time in accordance with the Contract.
- 1.1.1.19 **“Schedule of Payment”** means the schedule included in the Bill of Quantity for payment in various stages on part of the works.
- 1.1.1.20 **“Special Conditions of Contract”** means any special conditions of contract issued by the Employer prior to submission of the Tender or negotiated and agreed in writing by the Employer and the Contractor prior to conditional upon acceptance of the Tender.
- 1.1.1.21 **“Works Programme”** means the programme showing the sequence, method and timing of investigations, design, issue of No Objection Notices, execution, manufacture, delivery to site, erection, installation, testing, commissioning of the Works (including Integrated Testing and Commissioning), indigenisation (where applicable) and related activities in the form and content prescribed by the Employer’s Requirements, or any amended or varied version thereof, as submitted by the Contractor and for which the Engineer has issued a Notice of No Objection.
- 1.1.2 Persons**
- 1.1.2.1 **“Party”** means the Employer or the Contractor as the context requires.
- 1.1.2.2 **“Tenderer or Bidder”** means the person submitting a bid/Tender.
- 1.1.2.3 **“Contractor”** means the person whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- 1.1.2.4 **“Contractor’s Representative”** shall mean a person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-clause 4.3 to act on behalf of Contractor.
- 1.1.2.5 **“Designated Contractors”** means any of the following whose activities or the works they are engaged to carry out, affect or are affected by the Works, in any way or at any time:
- a) contractors, design consultants and utility authorities engaged on the Project from time to time by the Employer;
  - b) Sub-contractors of any tier of the contractors above; provided that the definition shall exclude the Contractor and his Sub-contractors of any tier in relation to the Works.
- 1.1.2.6 **“Other Contractor”** means a person employed by or having Contract directly or indirectly with the Employer otherwise than through the Contractor.
- 1.1.2.7 **“Designer”** means the Contractor, or part of the group forming the contractor, person, firm or company or group of companies, or any replacement, carrying out the Design of Works or part thereof.
- 1.1.2.8 **“Employer”** means DELHI METRO RAIL CORPORATION LIMITED (DMRC), its legal successors and assignees.





- 1.1.2.9 **“Engineer”** means any person nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.
- 1.1.2.10 **“Engineer’s Representative”** means any Assistant of the Engineer appointed from time to time by the Engineer under Sub-clause 3.3
- 1.1.2.11 **“Sub-contractor”** means any person named in the Contract as a sub-contractor, manufacturer or supplier for a part of the Works or any person to whom a part of the Works has been sub-contracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of such person.
- 1.1.3 Dates, Times and Periods**
- 1.1.3.1 **“Commencement Date”** means the date on which the Contractor shall commence the Works on the written instructions of the Employer contained in the Notice to Proceed.
- 1.1.3.2 **“Contract Period”** means the period from the Commencement Date to the end of Defects Liability Period including Integrated Testing and Commissioning and as certified by the Engineer under Clause 7.11 (or as extended under Sub-clause 10.3).
- 1.1.3.3 **“Day”** means a calendar day, **“Week”** means 7 calendar days, **“Month”** means a calendar month and **“Year”** means 365 days.
- 1.1.3.4 **“Effective Date”** means the date on which the Contract comes into force and effect.
- 1.1.3.5 **“Gazetted Holiday”** means every holiday which is observed by Delhi Metro Rail Corporation Limited as a gazetted holiday as well as a weekly holiday.
- 1.1.3.6 **“General Holiday”** means Sunday.
- 1.1.3.7 **“Key Date”** means a date identified as such in the Contract.
- 1.1.3.8 **“Milestone”** means the completion of a part of the Works or the occurrence of an event identified as such in the Schedule of Milestones.
- 1.1.3.9 **“Milestone Date”** means the date prescribed in the Schedule of Milestone by which a Milestone is to be achieved, if Interim Payments for the Cost Centre in which the Milestone is included are not to be suspended.
- 1.1.3.10 **“Stage”** means level of progress of the works identified as such and more particularly described in the Employer’s Requirements for which a Key Date for the achievement thereof is stipulated in the Contract.
- 1.1.3.11 **“Time for Completion”** means the time for completing the Works or a section or a part thereof (as the case may be), and passing the Tests on Completion, including Integrated Testing and Commissioning, as stated in the contract, calculated from the Commencement Date.
- 1.1.4 Tests and Completion**
- 1.1.4.1 **“Factory Tests”** means the tests required to be carried out in the factory premises on components, equipment, subsystem, system, etc. during and/or after manufacture in the factory.
- 1.1.4.2 **“Integrated Testing”** in the contracts where applicable means the programme of tests performed by the Contractor at the direction of the Engineer following satisfactory completion of Contractor’s tests on his equipment, sub-systems or system to verify and confirm the compatibility and compliant performance of his equipment/ sub-system/ system with the equipment/ sub-system/ system provided by others.
- 1.1.4.3 **“Milestone Certificate”** means the certificate to be issued by the Engineer in relation to the achievement or otherwise of Milestones.
- 1.1.4.4 **“Performance Certificate”** means the certificate issued by the Engineer under Sub-clause 10.9.





- 1.1.4.5 **“Taking Over Certificate”** means a certificate issued under Clause 9.1.
- 1.1.4.6 **“Tests on Completion”** means the tests specified in the Contract and designated as such, including Integrated Testing where applicable and any other such tests as may be agreed by the Engineer and the Contractor, or instructed as a Variation, which are to be carried out before the Works, or any Section are taken over by the Employer.
- 1.1.5 Money and Payments**
- 1.1.5.1 **“Contract Price”** means the sum stated in the Letter of Acceptance as payable to the Contractor, subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract.
- 1.1.5.2 **“Cost”** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site,
- 1.1.5.3 **“Cost Centre Amount”** means the amount apportioned to a Cost Centre as set out in the Pricing Document, as the same may be revised from time to time in accordance with the Contract.
- 1.1.5.4 **“Final Payment Certificate”** means the payment certificate issued by the Engineer under Sub-clause 11.9.
- 1.1.5.5 **“Final Statement”** means the agreed statement defined in Sub-clause 11.10.
- 1.1.5.6 **“Foreign Currency”** means a freely convertible international trading currency in which part of the Contract Price is payable, but not the Local Currency.
- 1.1.5.7 **“Interim Payment Certificate”** means any payment certificate issued by the Engineer under Sub-clause 11.5, other than the Final Payment Certificate.
- 1.1.5.8 **“Local Currency”** means Indian Rupees (INR).
- 1.1.6 Other Definitions**
- 1.1.6.1 **“Approval or Approved”** means Approval in writing including subsequent written confirmation of previous verbal approval.
- 1.1.6.2 **“Contractor’s Equipment”** means all machinery, apparatus, appliances, other things of whatsoever nature required for purpose of the Contract, including without limitation, Contractor’s Plant and Equipment, or Materials to or from the Site, but does not include Plant, or Materials intended to form or forming part of the Permanent Works.
- 1.1.6.3 **“Cost Centre”** means a group of activities and/ or items of work identified as such in the Pricing Document.
- 1.1.6.4 **“Materials”** means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Contractor, including the supply-only items (if any), which are to be supplied by the Contractor as specified in the Contract.
- 1.1.6.5 **“Plant”** means the machinery, equipment, and apparatus and the likes, intended to form or forming part of the Permanent Works, including the supply-only items (if any), which are to be supplied by the Contractor as specified in the Contract.
- 1.1.6.6 **“Section”** means a part of the Works specifically designated in the Appendix to Form of Tender as a Section (if any)
- 1.1.6.7 **“Site”** means the places provided by the Employer where the Works are to be executed and to which Plant, Rolling Stock and Materials are to be delivered, and any other place as may be specifically designated in the Contract as forming part of the Site. Site includes Depot, where Rolling Stock will be delivered, tested and commissioned as provided in the Contract.
- 1.1.6.8 **“Scheduled Bank”** means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modifications thereto.
- 1.1.6.9 **“Specification”** means the Specification referred to in the contract and any modification thereof or addition thereto, as may from time to time be furnished or approved in writing by the Engineer.





- 1.1.6.10 **“Test”** means such Tests as are prescribed in the Specifications or by the Engineer or Engineer’s Representative, whether performed by the Contractor or by the Engineer or his Representative or any agency acting under the direction of the Engineer.
- 1.1.6.11 **“Variation”** means any alteration and/ or modification to the Employer’s Requirements, which is instructed by the Engineer or approved as a variation by the Engineer, in accordance with Clause 12.
- 1.1.6.12 **“Works”** means the work, both permanent and temporary, or services to be carried out, designed, manufactured, fabricated, delivered to Site, erected, installed, completed, tested, commissioned, (including Integrated Testing and Commissioning) and remedying of any defects, and/ or supplied in accordance with the Contract and include Plant, Rolling Stock and Materials and their accessories.
- 1.1.6.13 **“Permanent Works”** means the permanent works to be designed and executed in accordance with the Contract.
- 1.1.6.14 **“Temporary Works”** means all temporary works of every kind (other than Contractor’s Equipment) required for the execution and completion of the Works, and the remedying of any defects.
- 1.1.6.15 **“Project”** means Delhi Mass Rapid Transport System (MRTS),
- Interpretation**
- 1.2** In the Contract except where the context requires otherwise:
- 1.2.1 a) words indicating one gender include all genders;
- b) words indicating the singular also include the plural and words indicating the plural also include the singular and
- c) “written” or “ in writing” means hand-written, type written, printed or electronically made and resulting in a permanent record.
- The marginal words and other headings shall not be taken into consideration in the interpretation of these condition.
- 1.2.2 Terms and expressions not herein defined” shall have the meanings assigned to them in the “Indian General Clauses Act, 1897” or the Indian Contract Act or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be.
- Law and Language**
- 1.3** The Contract shall be governed by the Acts and Laws of India, the rules, regulations and bye-laws of the concerned public bodies and authorities. Language of the Contract shall be English.
- Contract Agreement**
- 1.4** The Employer and the Contractor shall execute a Contract Agreement, with such modifications as may be necessary to record the Contract. The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.
- Priority of Documents**
- 1.5** The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy or inconsistency in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:
- a) The Contract Agreement;
- b) The Letter of Acceptance;
- c) Pre and Post bid proceeds
- d) Form of Tender
- e) BOQ/Payment schedule
- f) NIT
- g) ITT
- h) The Outline Design Specifications (Design Criteria) and Outline Construction Specifications; or any other specification
- i) Drawings
- j) The Employer’s Requirements
- k) The Special Conditions of Contract;





- l) The General Conditions of Contract;  
 m) The Contractor's Proposal; and  
 n) Any other document forming part of the Contract.
- Care and Supply of Construction and/or Manufacture Documents** 1.6 The Construction and/or Manufacture Documents shall be in the custody and care of the Contractor during the Contract. Unless otherwise stated in the Employer's Requirements, the Contractor shall provide three copies for the use of the Engineer and Assistants (as referred to in Sub-clause 5.3).
- The Contractor shall keep, on the Site, one complete set of the documents forming the Contract, the Construction and/or Manufacture Documents, Variations, other communications given or issued from time to time and the documents/samples mentioned in Sub-clause 5.3. The Employer, the Engineer and their Assistants (as referred to in Sub-clause 3.3) shall have the right to access these documents at all reasonable times.
- On discovery of any technical error or defect in a document intended to be used for the purpose of Contract, the Contractor shall promptly give notice to the Engineer of such error or defect.
- Communications** 1.7 Communications between parties, unless otherwise specified shall be effective only when made in writing. A notice will be effective only when sent to the address of the Party by registered post or by telex or telefax or by an e-mail to the email ID of the Party or delivered by hand to the Party.
- Employer's Use of Contractor's Documents** 1.8 As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.
- The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable, transferable, non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:
- apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
  - entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
  - in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.
- After payment of the consideration under the Contract to the Contractor all the intellectual property rights of Contractor vested in the Works, executed under the Contract, should get transferred and vested in the Employer.
- Contractor's Use of Employer's Documents** 1.9 As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract.
- They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.
- Compliance with Statutes, Regulations and Laws** 1.10 The Contractor shall familiarise themselves and conform in all aspects with:
- the provision of any enactment in India as applicable from time to time
  - the regulations or bye-laws of any local body and utilities.
  - The Contractor shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid and to pay all fees and bills payable in





		respect thereof. The Contractor will arrange necessary clearances and approvals before the Work is taken up.
		Ignorance of Rules, Regulations and Bye-laws shall not constitute a basis for any claim at any stage of work.
		The Contractor shall indemnify the Employer against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye-laws or rules.
<b>Joint and Several Liability</b>	<b>1.11</b>	If the Contractor is (under applicable Laws) a joint venture, consortium, or other incorporated or unincorporated grouping of two or more Persons: <ol style="list-style-type: none"> <li>a) these Persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;</li> <li>b) these Persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and</li> <li>c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.</li> </ol>
	<b>2</b>	<b>The Employer</b>
<b>General Obligations</b>	<b>2.1</b>	The Employer shall provide the Site/area of works and shall pay the Contractor in accordance with the Contract.
<b>Access to and Possession of the Site</b>	<b>2.2</b>	The Employer shall grant the Contractor right of access to, and / or possession of, the Site progressively for the completion of Works. 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.  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. 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.  For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time and no monetary claims, whatsoever shall be paid or entertained on this account.
<b>Permits, Licences or Approvals</b>	<b>2.3</b>	It shall be Contractor's exclusive responsibility to get approvals, permits or license required for the Contract. However, the Employer may (where he is in a position to do so) provide reasonable assistance to Contractor at the request and cost of the Contractor in getting Permits, License or Approvals required during the Contract.  The rendering of such assistance by the Employer shall not be interpreted as a pretext by the Contractor as condoning of any delay or non-performance of any of the Contractors obligations. The following-up of all such applications shall be the responsibility of the Contractor.
<b>Assignment by the Employer</b>	<b>2.4</b>	The Employer shall be fully entitled without the consent of the Contractor, to assign the benefit of the part thereof and any interest therein or thereunder to any third Party.
	<b>3</b>	<b>The Engineer</b>
<b>Appointment of Engineer</b>	<b>3.1</b>	The Employer shall notify the Contractor in writing of the appointment and identity of the Engineer and of any replacement from time to time, in absence of any written communication from the Employer about the appointment/identity/replacement of the Engineer, the Chief Project Manager/HOD of the Employer, in charge of the Works being executed by the Contractor, would be the Engineer under the Contract.
<b>Duties and Authorities of the Engineer</b>	<b>3.2</b>	The Engineer shall carry out the duties specified in the Contract. The Engineer shall have no authority to amend the Contract.  The Engineer may exercise the authority specified in, or necessarily to be





implied from the Contract. If the Engineer is required to obtain the specific approval of the Employer before exercising such authority, such requirements shall be as stated in Special Conditions of Contract. Any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.

The Engineer shall have no authority to relieve the Contractor of any of his duties, obligations, or responsibilities under the Contract. Any proposal, inspection, examination, testing, consent, approval or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility, including responsibility for his errors, omissions, discrepancies, and non-compliance with Sub-clause 5.4.

The Engineer shall copy to the Employer all communications given or received by him in accordance with the Contract.

**Engineer's  
Authority to  
Delegate**

- 3.3**
- i. The Engineer, may from time to time assign and delegate authority to Engineer's Representatives/Assistants and may also revoke such assignments and delegations. The delegation or revocation shall be in writing and shall be applicable only after same has been notified in writing to the Contractor.
  - ii. Each Assistant to whom duties have been assigned or authority has been delegated, shall be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any determination, approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by an Assistant shall have the same effect as though the act had been an act of the Engineer. However:
    - a) Any failure to disapprove any Plant, Goods, Material, Design and Workmanship shall not prejudice the right of the Engineer to reject such Plant, Goods, Material, Design and Workmanship;
    - b) if the Contractor questions any determination or instruction of an Assistant of the Engineer, the Contractor may refer the matter to the Engineer within three days of such decision having been given, who shall confirm, reverse or vary such determination or instruction.

**Engineer's  
Instructions**

- 3.4** The Contractor shall comply with instructions given by the Engineer in accordance with the Contract.

The Contractor shall give reasonable notice to the Engineer of any instruction, which he considers necessary for the execution of the Works, to enable the Engineer to issue the instruction so that progress of the Works is not delayed. The Engineer shall not, however, be bound to issue any instruction which, in his opinion, is unnecessary.

No act or omission by the Engineer or the Assistants to the Engineer in the performance of any of the Engineer's duties or the exercise of any of the Engineer's powers under the Contract shall, in any way, operate to relieve the Contractor of any of the duties, responsibilities, obligations or liabilities imposed upon the Contractor by any of the provisions of the Contract.

**Engineer to  
Attempt  
Agreement**

- 3.5** When the Engineer is required to determine value, cost or extension of time, he shall consult with the Contractor and the Employer in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall determine the matter fairly, reasonably and in accordance with the Contract, with the approval of Employer.

**4 The Contractor**

**General  
Obligations**

- 4.1** The Works as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Employer's Requirements, the Contractor's Proposal and Schedules, or is implied by the Contract, or arises from any obligation of the Contractor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability, or completion, or the safe, reliable and efficient operation





of the Works.

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

Before commencing design, if in the scope of the Contract, the Contractor shall satisfy himself regarding the Employer's Requirements (including design criteria and calculations, if any) and the items of reference mentioned in Sub-clause 4.8.

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

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

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

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

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

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

**Performance  
Security Amount**

**4.2**

**4.2.1**

Within 30 days from date of issue of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security, for an amount of ten per cent of the Contract value in types and proportions of currencies in which the Contract Price is payable either in the form of a Bank Draft, FDR or in the form of a Bank Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer. The Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per annum shall be





charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security. In case the Contractor fails to submit the requisite Performance Security within 60 days from the date of issue of LOA, the Contract shall be annulled duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed Contractor shall be debarred not only from participating in re-tender for that work but also in any other tender of DMRC for a period of one year from date of issue of LOA. The approved form provided in the "Instructions to Tenderers" shall be used for Bank Guarantee.

The successful Tenderer shall have the following options for submission of Performance Security;

- i) Performance Security for an amount of 10% of Contract value, if the same is in the form of Bank Guarantee/FDR, it shall be valid up to 6 months beyond the Defect Liability Period, or
- ii) Performance Security in the form of two Bank Guarantees/FDRs, each for an amount of 5% of Contract Value with one Bank Guarantee/FDR valid up to 6 months beyond the date of completion of work and second Bank Guarantee/FDR valid up to 6 months beyond the Defect Liability Period, or
- iii) One part of Performance Security for an amount of 5% of Contract value, if the same is in the form of Bank Guarantee/FDR, it shall be valid up to 6 months beyond the Defect Liability Period. For 2nd part of Performance Security for an amount of 5% of Contract value, amount shall be deducted at the rate of 5% of the gross amount of each running on-account bill. The Performance Security so deducted from running on-account bill, shall be released on completion of entire work in terms of Clause 4.2.3(i) of GCC. After achieving every 25% of financial progress w.r.t. Original Contract Value, Contractor can ask for release of such amount deducted towards Performance Security on submission of Bank Guarantee/FDR for an equal amount with validity up to 6 months beyond the date of completion of work. The Contractor shall always have the option during the currency of Contract to submit 2nd part of Performance Security for an amount of 5% of Contract value in the form of Bank Guarantee/FDR with validity up to 6 months beyond the date of completion of work. In such a case, further deduction of Performance Security amount from running on-account bill shall be stopped and the amount deducted towards Performance Security shall be released.

In case, if Contract is terminated due to Contractor's default in terms of GCC Clause 13.2, the full 10% Performance Security amount shall be forfeited. Shortfall amount, if any, shall be recovered by the Employer from monies due to the Contractor under the Contract including, without limitation, and the Employer shall have the power to recover any balance from monies due to the Contractor under any other Contract between the Employer and the Contractor.

In case the Contract value exceeds beyond 25% of the Original Contract Value, the Contractor shall have to submit additional Performance Security as follows:.

- (a) If variation amount on plus side exceeds 25% of the Original Contract Value either due to Employer's variation or due to Contractor's variation, the Contractor shall submit additional performance security equal to an amount of 10% of the variation amount exceeding 25% of the Original Contract Value.
- (b) No additional Performance Security will be required to be submitted if the variation amount on plus side is within 25% of the Original Contract Value.

#### Forfeiture

#### 4.2.2

Failure of the successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the Tender Security.

The whole of the Performance Security amount shall be liable to be forfeited by the Employer at the discretion of the Employer, in the event of any breach of contract on the part of the Contractor. The forfeiture of the Performance





Security amount by the Employer would be without prejudice to any amount(s) of money that the Employer may recover as Liquidated Damages or any other damages from the Contractor. The forfeiture of Performance Security amount by the Employer, would not operate as bar/set off/ adjustment from any amount of money which becomes recoverable or is recovered by the Employer. In case of the Performance Security Amount Bank Guarantee being invoked and forfeited by the Employer, the Contractor would immediately replenish the amount of Performance Security Bank Guarantee.

- Release**                      **4.2.3**
- (i) On completion of the entire Work/part Work, one half of the proportionate Performance Security shall be refunded to the Contractor, on issue of Taking Over Certificate/part Taking Over Certificate by the Engineer, in accordance with Sub-clause 9.1 and 9.2 of these conditions. The above shall not relieve the Contractor from his obligations and liabilities, to make good the defects that may be detected during the Defect Liability Period
- (ii) The balance amount shall become due and shall be paid to the Contractor on signing of the Performance Certificate after the expiry of the final Defect Liability Period as per Clause 10.9 of these conditions.

- Guarantees and Warranties**      **4.2.4**
- Within 30 days of the date of Letter of Acceptance of the Tender, the Contractor shall submit to the Employer:
- (i) An Undertaking in the approved format from a Parent Company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection.
- (ii) A written Guarantee in the approved format from a Parent Company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection.
- (iii) A warrantee in the approved format from the Contractor.

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

Notwithstanding any other provision of the Contract:

- a) submission by the Contractor of the requisite Performance security, Parent Company Undertakings and written Guarantees shall be condition precedent to the Contractor's entitlement to any payment, under the Contract; and
- b) failure by the Contractor to provide a Performance Security or Parent Company Undertakings or Parent Company Guarantees shall entitle the Employer either to suspend the Works or to terminate the Contract forthwith by notice in writing to that effect, notwithstanding that the Contractor may have been permitted to proceed with the Works, and the Contractor shall not be entitled to any compensation whatsoever as a consequence of such suspension or termination.

- Representation on Works**      **4.3**
- Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 14 days of Notice to Proceed, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior consent of the Engineer. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing the preparation of the Construction and/or Manufacture Documents and the execution of the Works. The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, no objection certificate, approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement person shall be appointed, with prior





consent of Engineer.

Failure on part of the Contractor to comply with these provisions shall constitute a breach of Contract leading to action under Sub-clause 13.2.

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

**Facilities for and  
co- ordination  
with Others.** 4.4

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

- a The Contractor shall take all reasonable steps to ensure that the Works are co-ordinated and integrated with the design, manufacture, installation execution and testing of such other Works and shall in particular (but without limitation):
  - (i) comply with any direction which the Engineer may give for the integration of the design of the Works with the design of any other part of the Project;
  - (ii) consult, liaise and co-operate with those responsible for carrying out such other Works, including where necessary, in the preparation of the respective designs, the preparation of co-ordinated programmes, method statements, co-ordination drawings and specifications together with arrangements of service priorities and zoning;
  - (iii) participate in Integrated Testing and Commissioning of the system with Designated Contractors and demonstrate to the satisfaction of the Engineer that the Works have been designed and constructed in a manner compatible with the Works of Designated Contractors.
- b The Contractor shall undertake design co-ordination with other Contractors who are carrying out Works forming part of the Project as described in the Employer's Requirements. At the end of each such co-ordination period, the Contractor and the other Contractor with whose Works the interface period refers shall jointly state in writing that their design co-ordination activities are complete and that their respective designs are integrated and can be finalised without interference with each other's designs or the designs with which their designs have already been integrated. A copy of this joint written statement shall be provided to the Engineer within 7 days of the end of the said design co-ordination period. Unless and until copies of all relevant and necessary design co-ordination statements have been submitted to the Engineer, the Engineer shall be entitled to suspend any review or further review of the Contractor's or the other Contractor's design submissions. Such suspension shall not be grounds for the Contractor to claim nor shall be entitled to receive an extension of time or additional payments.
- c The Contractor shall provide within the Site, staging, storage and unloading areas for the use of Designated Contractors, if any, who are undertaking trackwork, fare collection system, supply, testing and commissioning of Rolling Stock, escalators, lifts, signalling and telecommunications and traction power installation Works, etc. Separate locations shall be provided for each such Contractor. The exact size and location of these staging, storage and unloading areas, and the commencement date shall be co-ordinated and agreed during the design interface period with each Designated Contractor.





- d Any other contract which depends for its execution on the Contract or upon which the Contract is dependent for its own execution shall be identified by the Engineer as a "Designated Contract". The Contractor shall provide attendance on Designated Contractors in accordance with the Employer's Requirements and as instructed by the Engineer. The identity of the Contractor for a Designated Contract may not be known before the execution of the Contract but this shall not be a ground for the Contractor to object to the subsequent appointment of a Designated Contractor.
- e The Contractor shall in accordance with the requirements of the Engineer co-ordinate his own Works with that of Designated Contractors through Co-ordinated Installation Programme (CIP) stated in the Employer's Requirements, or as the Engineer may require, and shall afford the Designated Contractors all reasonable opportunities for carrying out their Works.
- f The Contractor shall afford all reasonable opportunities, for carrying out their Work, to other Contractors employed by the Employer and their workmen respectively and the workmen of the Employer who may be engaged on or near the Site of any Work, ancillary to the Works, but, not included in the Contract and shall not cause them inconvenience.
- g If the Contractor suffer delay by reasons of failure by any Designated Contractor to meet the specified installation interfacing and co-ordination, completion dates and if such delay has been caused otherwise than the fault of the Contractor, or, if compliance with Sub-clause (f) herein shall involve the Contractor in delay beyond that which could be reasonably foreseen by an experienced Contractor at the time of Tender, then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under the Contract.
- h It shall be the responsibility of the Contractor to ensure that the full extent of the Works under the Contract and the Works to be carried out by Designated Contractors within the Works or, in, on, under, through and over the Site are co-ordinated and integrated in their design, manufacture, installation and construction. Such responsibility shall neither be mitigated nor in any other way affected by virtue of similar responsibilities being placed on other Contractors.

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

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

#### **Sub-contractors 4.5**

**4.5.1** The Contractor shall not sub-contract the whole of the Works.

**4.5.2** Unless otherwise stated in the Special Conditions of Contract:

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





- 4.5.3** The Contractor shall be responsible for observance by all Sub-contractors of all the provisions of the Contract. The Contractor shall be responsible for the acts or defaults of any Sub-contractor, his representatives or employees, as fully as if they were the acts or defaults of the Contractor, his representatives or employees and nothing contained in Sub-clause (a) of clause 4.5 shall constitute a waiver of the Contractor's obligations under this Contract. The Contractor shall provide to the Engineer of all the Sub-contracts including terms, conditions and pricing. The Contractor shall endeavour to resolve all matters and payments amicably and speedily with the Sub-contractors.
- 4.5.4** The Contractor shall ensure that their Sub-contractors, material/equipment Suppliers, Consultants and other Agencies deployed by them in connection with execution of the Contract do not make any claim or raise any dispute before DMRC. For this, necessary provision is to be made in the agreement between Contractor and their Sub-contractors/Consultants/other Agencies. Similarly the agreement should also incorporate the provision of dispute resolution. An undertaking in the following format shall be submitted by Contractor in respect of each such agency:-
- "Name of Work.....
- In connection with above Work, M/s..... Contractor has/is engaging M/s....., as Sub-contractor(or Consultant or material/equipment Supplier or Service provider). For this, the terms and conditions of agreement include necessary provisions for resolution of dispute if any arising between Contractor and Sub-contractor.
- It is confirmed by the Sub-contractor that any claim/dispute arising out of the above Work shall be resolved in terms of agreement and shall not be raised before DMRC and also shall not make any claim against DMRC before any forum/court.
- Signature of Contractor
- Assignment of Contractor's and Sub-contractor's Obligations** **4.6** The Contractor shall not assign a right or benefit under the Contract without first obtaining Employer's prior written consent, otherwise than by charge in favour of the Contractor's bankers of any money due or to become due under the Contract.
- If a Sub-contractor's obligations extend beyond the expiry date of Defects Liability Period then the Contractor shall assign the benefits of such obligations to the Employer.
- In the event that a Sub-contractor of any tier provides to the Contractor or any other Sub-contractor a warranty in respect of Plant, Materials or Services supplied in connection with the Works, or undertakes a continuing obligation of any nature whatsoever in relation to such Plant, Materials or Services (including without limitation an obligation to maintain stocks of spare parts) extending for a period exceeding that of the Defects Liability Period or where there is more than one Defects Liability Period exceeding that of the latest Defects Liability Period, and if the Engineer so directs in writing within 21 days of the expiry of the Defects Liability Period or the latest Defects Liability Period (as the case may be), the Contractor shall immediately assign or obtain the assignment of the benefit of such warranty or obligation to the Employer or at the direction of the Employer, to any third Party referred to in Sub- Clause 2.4.
- Compensation for Breach** **4.7** Any breach of Sub-clauses 4.5 to 4.6 shall entitle the Employer to rescind the Contract under Clause 13.2 of these conditions and also render the Contractor liable for loss or damage arising due to such cancellation.
- Setting Out** **4.8**
- Accurate Setting Out** **4.8.1** The Contractor shall be responsible for
- a) the accurate setting out of the Works in relation to the original points, lines and levels of reference given by the Engineer in writing





- b) the correctness of position, levels, dimensions and alignments of all parts of the Works
- c) the provisions of all necessary instruments, equipment, apparatus and labour in connection with the foregoing responsibilities
- d) Carefully protecting and preserving all bench marks, sight-rails, pegs and other things used in setting out the Works

The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy or correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting out the Works.

<b>Errors in Setting out</b>	<b>4.8.2</b>	If at any time during the execution of the Work, an error appears in the positions, levels, dimensions or alignment of any part of the Works, the Contractor on being required to do so by the Engineer shall, at Contractor's cost, rectify such error to the satisfaction of the Engineer.
<b>Site Data</b>	<b>4.9</b>	<ul style="list-style-type: none"> <li>i) The Employer shall have made available to the Contractor with the Tender documents such data in Employer's possession on hydrological and sub-surface conditions. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by the Employer or Engineer is not warranted including with respect to the viability of his design and execution of Works and the Contractor shall be responsible for validity, and interpretation of all such data. The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in Employer's data at any stage will not constitute ground for any claim for extra time, damages and costs.</li> <li>ii) The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works.</li> <li>iii) The Contractor shall also be deemed to have inspected and examined the Site, its surroundings, the data and other available information including with respect to the viability of his design and execution of Works and to have satisfied himself before submitting the Tender, as to all the relevant matters including without limitation: <ul style="list-style-type: none"> <li>a) the form and nature of the Site, including the sub-surface conditions; the hydrological and climatic conditions;</li> <li>b) the extent and nature of the Work, Plant, and Materials necessary for the execution and completion of the Works and the remedying of any defects;</li> <li>c) the applicable laws, procedures and labour practices</li> <li>d) The Contractor's requirement for access, accommodation, facilities, personnel, power, transport and other services.</li> <li>e) the risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk.</li> </ul> </li> </ul>
<b>Sufficiency of accepted Contract Amount</b>	<b>4.10</b>	The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for the proper design, execution and completion of the Works, testing and commissioning (including Integrated Testing and Commissioning) and remedying of any defects.
<b>Access Route</b>	<b>4.11</b>	The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall (as between the Parties) be responsible for the maintenance of access routes. The Contractor shall provide at his cost signs or directions, which he may consider necessary or as instructed by Engineer for the guidance of his staff, labour and others. The Contractor shall obtain any permission concessions and related easement right that may be required from the relevant authorities for the use of such routes, signs and directions.





- The Employer will not be responsible for any claims which may arise from the use or otherwise of any access route. The Employer does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route.
- Rights of Way and Facilities**      4.12      The Employer will acquire and provide land for Permanent Works and right of way (within DMRC's land) for access thereto over routes established by the Contractor. The Contractor shall bear all cost and charges for special or temporary rights of way which he may require including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facility outside the Site which he may require for the purpose of the Works. The Employer reserves the right to make use of these service roads/rights of way for itself or for other Contractors working in the area, as and when necessary without any payment to the Contractor.
- Programmes**      4.13      The Contractor shall submit a detailed Programme to the Engineer after receipt of the Letter of Acceptance not later than 28 days from the date of receipt of Letter of Acceptance. The Contractor shall also submit a revised Programme whenever the Engineer finds that the previous Programme is inconsistent with actual progress or with the Contractor's obligations.
- Each Programme shall include the following:
- a) the order in which the Contractor proposes to carry out the Works (including each stage of design, procurement, manufacture, delivery to Site, construction, erection, testing and commissioning),
  - b) all major events and activities in the production of Construction or Manufacture Documents; and
  - c) the sequence of all tests specified in the Contract including Integrated Testing and Commissioning.
- Unless otherwise stated in the Contract, the Programmes shall be developed using precedence networking techniques, showing early start, late start, early finish and late finish dates.
- No significant alteration to the Programmes, or to such arrangements and methods, shall be made without obtaining consent of the Engineer. If the progress of the Works does not conform to the Programmes, the Engineer may instruct the Contractor to revise the Programmes, showing the modifications necessary to achieve completion within the Time for Completion.
- Consent by the Engineer to Programmes shall not relieve the Contractor of any of his responsibilities or obligations under the Contract. If the Programmes indicate that a Key Date has not, or will not be met, it shall not, by itself entitle the Contractor to an extension of time in relation to such Key Date or would entitle the Contractor for any amount of money/damages/compensation.
- Progress Reports**      4.14      The Contractor shall submit to the Engineer by the end of each calendar month his Monthly Progress Report which shall, amongst other things, highlight actual or potential departures from the Works Programmes and/or the Design Submission Programme and state the measures which the Contractor proposes to take in order to make good or reduce any delay. The submission of Monthly Progress Report by the Contractor would not absolve the Contractor of its obligation/right to notify any events/information to the Employer. The submission of Monthly Progress Report by Contractor would not amount to admission of its content by the Employer.
- If requested by the Engineer, the Contractor shall submit to the Engineer, at weekly intervals, a written report as to the progress of off-Site manufacture of Plant, Rolling Stock and Materials.
- The Contractor shall also submit to the Engineer such other reports as may reasonably be required by him or any relevant authority or public body.
- The progress reports shall conform to the Employer's Requirements.



<b>Contractor's Equipment</b>	<b>4.15</b>	
	<b>4.15.1</b>	All Contractor's Equipment and Temporary Works provided by the Contractor shall, when brought on to the site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent in writing of the Engineer. Such consent shall not be unreasonably withheld or delayed.
	<b>4.15.2</b>	Upon completion of the Works, the Contractor shall remove from the Site all the said Constructional Plant and his unused materials
	<b>4.15.3</b>	The Employer shall not, at any time, be liable for the loss or damage to any of the Constructional Plant, Temporary Works or materials save as mentioned in Clauses 14.1.
	<b>4.15.4</b>	In respect of any Constructional Plant which the Contractor shall have imported for the purpose of the Works, the Employer may assist the Contractor, where required, in procuring any necessary Government consent for re-export of the same after the completion of the Works.
	<b>4.15.5</b>	The Employer may assist (but is not obligated to) the Contractor, where required, in obtaining clearance through the Customs of Constructional Plant, materials and other things required for the Works.
<b>Safety of Works</b>	<b>4.16</b>	<p>The Contractor shall throughout the execution of the Works including the carrying out of any testing, commissioning (including Integrated Testing and Commissioning ), or remedying of any defect:</p> <ul style="list-style-type: none"> <li>a) take full responsibility for the adequacy, stability, safety and security of the Works, Plant, Rolling Stock, Contractor's Equipment, Temporary Works, operations on Site and methods of manufacture, installation, construction and transportation;</li> <li>b) have full regard for the safety of all persons on or in the vicinity of the Site (including without limitation persons to whom access to the Site has been allowed by the Contractor), comply with all relevant safety regulations, including provision of safety gear, and in so far as the Contractor is in occupation or otherwise is using areas of the Site, keep the Site and the Works (so far as the same are not completed and occupied by the Employer) in an orderly state appropriate to the avoidance of injury to all persons and shall keep the Employer indemnified against all injuries to such persons.</li> <li>c) provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or required by the Engineer or by laws or by any relevant authority for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site; and</li> <li>d) where any work would otherwise be carried out in darkness, ensure that all parts of the Site where Work is being carried out are so lighted as to ensure the safety of all persons on or in the vicinity of the Site and of such Work.</li> </ul> <p>Contractor is required to take note of all the necessary provisions in Employer's Conditions of Contract on Safety &amp; Health and Environment and the Contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In the case, the Contractor fails in the above, the Employer may provide the necessary arrangements and recover the costs from the Contractor.</p>
<b>Protection of the Environment</b>	<b>4.17</b>	The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values indicated in the Employer's Requirements, and shall not exceed the values prescribed by law. The Contractor shall conform to the Employer's Requirements and shall indemnify the Employer against any liability or





		<p>damages or claims arising out of his operations. The Contractor shall be responsible and liable for any stoppage, closure or suspension of the works due to any contravention of statutory requirements relating to the protection of the environment and shall indemnify and keep indemnified the Employer in this regard.</p> <p>The Contractor's Site Environmental Plan shall be developed from his Employer's Conditions of Contract on Safety &amp; Health and Environment, as per the Employer's Requirements and Special Conditions of Contract. Nothing extra shall be payable to the Contractor on this account and his Tender price shall be inclusive of expenditure required to be incurred for working as per Conditions of Contract on Safety &amp; Health and Environment.</p>
<b>Electricity Water and Gas</b>	<b>4.18</b>	<p>The Contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water, electricity or gas for the Works. The Employer where feasible may at its discretion assist the Contractor in this respect.</p>
<b>Tools, Plants and Equipment Supplied by the Employer</b>	<b>4.19</b>	<p>Except for any specific item mentioned in the Special Conditions of Contract or in Employer's Requirements, the Contractor shall provide all Tools, Plants and Equipment for the Works. In respect of such exceptional Tools, Plants or Equipment committed to be provided by the Employer under terms and conditions specified in the Special Conditions of Contract, the Contractor shall take all reasonable care and shall be responsible for all damages or loss caused by him, his representatives, sub- contractors or his workmen or others while they are in his charge.</p> <p>On completion of the Works, the Contractor shall hand over the unused balance of the Tools, Plants and Equipments to the Employer in good order and repair, fair wear and tear expected, and shall be responsible for any failure to account for the same or any damage done thereto.</p> <p>The decision of the Engineer as to the amount recoverable from the Contractor on this account shall be final and binding.</p>
<b>Employer's Materials &amp; Excavated Materials</b>	<b>4.20</b>	<p>I. Except for items mentioned in the Special Conditions of Contract, the Contractor shall provide all materials for the Works. Material if any, to be provided by Employer will be done only in a phased manner as per pre-approved program, against a Bank Guarantee for the value of the Material and at terms and conditions for issue, upkeep, usage, return and recovery of such Materials as specified in Special Conditions of Contract.</p> <p>II. Unless otherwise specified, the Contractor shall not sell or remove, except for the purpose of this Contract, sand, stone, clay, ballast, earth, rock or other materials obtained from the Work Site and these shall be the property of the Employer and will be disposed off only in the manner instructed by him.</p>
<b>Sheds, Stores, Yards</b>	<b>4.21</b>	<p>It shall be the responsibility of the Contractor to provide at his own expense the required sheds, store houses, and yards for both Permanent and Temporary Works and provide free access to the Engineer and the Engineer's Representative who will have right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the Works.</p>
<b>Temporary Works</b>	<b>4.22</b>	<p>All temporary Works necessary for the proper execution of the Works shall be provided and maintained by the Contractor at his own cost and subject to the consent of the Engineer shall be removed by Contractor at his own expense when they are no longer required and in such manner as the Engineer shall direct. In case the Contractor fails to remove the temporary Works on completion, the Engineer is authorized to get the same removed and recover the cost thereof from the Contractor.</p>
<b>Unforeseeable Physical Conditions</b>	<b>4.23</b>	<p>In this Clause "physical conditions" means natural physical conditions, which the Contractor encounters at Site while executing the Works excluding climatic conditions.</p> <p>If, during the execution of the Works, the Contractor shall encounter physical conditions, which, in his opinion, could not have been reasonably foreseen by</p>





an experienced Contractor, the Contractor shall forthwith give written notice thereof to the Engineer and if, in the opinion of the Engineer, such conditions could not have been reasonably foreseen by an experienced Contractor, then the Engineer may certify and the Employer may pay reasonable additional cost to which the Contractor shall have been put by reason of such conditions in the following cases:

- a) for complying with any instruction which the Engineer may issue to the Contractor in connection therewith, and
- b) for any proper and reasonable measures approved by the Engineer which the Contractor may take in the absence of specific instructions from the Engineer, as a result of such conditions or obstructions being encountered.

The decision of the Engineer as to the additional cost shall be final and binding.

**Access for Engineer** 4.24 The Contractor shall allow the Engineer or the Engineer's Representative or any other person authorised by him, at all times access to the Site, and to any place where Work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the Works. The Contractor shall ensure that sub-contracts if any shall contain provisions entitling the Engineer or any person authorised by him to have such access.

**Access Road and Way Leaves** 4.25 Providing access roads/ way leaves to the site will be Contractor's responsibility.

**Contractor to keep Site Clear** 4.26 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site, any wreckage, rubbish or Temporary Works which are no longer required.

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

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

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

**Security of the Site** 4.27 The Contractor shall be wholly responsible for security of Site and Works. Unless otherwise stated in Special Conditions of Contract

- a) the Contractor shall be responsible for keeping unauthorised persons off the Site; and
- b) Authorized persons shall be limited to the Employees of the Contractor, Sub-contractor or persons authorized by the Engineer.





<b>Contractor's Operations on Site</b>	<b>4.28</b>	The Contractor shall confine his operations to the Site, and to any additional area which may be provided to the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep his personnel and equipment within the Site and such additional areas, and to keep and prohibit them from encroaching on adjacent land.
<b>Discoveries</b>	<b>4.29</b>	All fossils, coins, articles of value or antiquity, structures and other remains or things of geological or archaeological interest, in addition to oil and other minerals discovered on the Site shall be the absolute property of the Government of India. The Contractor shall take all the necessary precautions to prevent its workmen or its Sub-contractors' workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof, acquaint the Engineer of such discovery and carry out the instructions of the Engineer.
<b>Publicity</b>	<b>4.30</b>	The Contractor shall not publish or otherwise circulate alone or in conjunction with any other person, any articles, photographs or other materials relating to the Contract, the Site, the Works, the Project or any part thereof, nor impart to the Press, or any radio or television network any information relating thereto, nor allow any representative of the media access to the Site, Contractor's Works Areas, or off-Site place of manufacture, or storage except with the permission, in writing, of the Employer. The Contractor shall ensure that his Sub-contractors of any tier shall be bound by similar obligation and shall, if so required by the Employer, enforce the same at his own expense. The provisions of this Sub-clause shall not exempt the Contractor from complying with any statutory provision in regard to the taking and publication of photographs.
<b>Disclosure of Relationship</b>	<b>4.31</b>	If the Contractor or any partner of the Contractor or Director of the Contractor's company is closely related to any of the Officers of the Employer or the Engineer, or alternatively, if any close relative of an officer of the Employer or the Engineer has financial interest/stake in the Contractor's firm, the same shall be disclosed by the Contractor at the time of filing his tender. Any failure to disclose the interest involved, shall entitle the Employer to rescind the Contract, without payment of any compensation to the Contractor. The Contractor shall note that he is prohibited from developing such interest during the Contract period also.
<b>Use of Explosives</b>	<b>4.32</b>	Explosives if required on the Work shall be used by Contractor only with prior Approval of the Engineer and in the manner and to the extent permitted by him. The Contractor shall be responsible for safe upkeep of such explosives in a special magazine as per the law on explosives as well as for taking all the precautions in the usage of the explosives with proper license and at Contractor's cost, sole risk and responsibility. The Contractor shall hold the Employer harmless and indemnify for the above.
<b>Corrupt / Fraudulent/ Collusive/ Coercive Practices</b>	<b>4.33</b>	
<b>Definition</b>	<b>4.33.1</b>	<p>The Employer requires that the Bidders/Contractors, their designated Contractors and/or their Agents observe the highest standards of ethics during Tendering and execution of this Contract. In pursuance with this Policy, the Employer:</p> <p>a. defines, for the purpose of these provisions, the terms set forth below as follows:</p> <p>i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to any officer/employee of DMRC or Engineer or to any other person to influence in the procurement process or in Contract execution and/or after the execution of the Contract.</p> <p>ii) "fraudulent practice" means a concealment or misrepresentation of facts in order to influence a procurement process or during the</p>





execution of a Contract and/or after the execution of the Contract, which may or may not be to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition and further includes concealment or misrepresentation of facts leading to breach of any of the Contract condition during execution of the Contract which may or may not be to the detriment of the Employer.

- iii) "collusive practice" means amongst Bidders (prior to or after bid submission) a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive DMRC of the benefits of free and open competition.
  - iv) "coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any Agency or DMRC or its employees/ consultants or its property, to influence improperly the actions of an Agency or DMRC or its employees/ consultants, obstruction of any investigation or auditing of a Procurement/ Contract process.
  - v) Breach of any of the contract condition during execution.
  - vi) "Suspension": Business dealings with an Agency may be suspended in exceptional cases if there is gross and blatant violation of the provisions of the Suspension/ Banning Policy by the Agency and it is considered not desirable to continue the business with the Agency pending detailed enquiry for Banning of Business Dealing. Suspension shall be for a period upto six months from the date of approval of decision of Suspension.
  - vii) "Banning": Shall mean officially debarring or forbidding an Agency from participating as Vendor/ Supplier/Contractor etc. with DMRC, for its requirement related to all Tenders / Contracts. Business dealings with an Agency may be banned if it violates/ infringes the provisions of the Suspension/ Banning policy of the DMRC. Banning shall be for a period ranging from one year from the date of issue of Banning Order or Suspension Order (if suspension imposed on the Agency) and upto five years.
- b. If it is found that the Bidder/Contractor has indulged in corrupt/fraudulent/ collusive/coercive practices, actions such as rejection of bid/forfeiture of Tender Security or rescission/termination of Contract/forfeiture of Performance Security etc. shall be taken as per Suspension/Banning Policy of DMRC.
- c. The successful Bidders/Contractors shall apprise the Employer through Chief Vigilance Officer, DMRC of any fraud/suspected fraud/corrupt practices as soon as it comes to their notice.

**Compensation to Contractor on rescission of Contract**

- 4.33.2 In the event of rescission of Contract under Sub-clause 4.33.1, the Contractor shall not be entitled to any compensation whatsoever, except for the Work done up to the date of rescission, payable as per the provisions of the Contract.

**5 Design**

The clauses under the head 'Design' are applicable only in 'Design & Build' Contracts and in case of 'Part Design & Build' Contracts, these are applicable only to part of the Contract in which the design is the responsibility of the Contractor.

**General Obligations**

- 5.1 The Contractor shall design and provide all necessary specifications for the Works in accordance with the site plans and Employer's requirements. Any design detail, plan, drawing, specifications, notes, annotations, and information required shall be provided in such sufficient format, details, extent, size and scale and within such time as may be required to ensure effective execution of





Works and/or as otherwise required by the Engineer.

The Contractor holds himself, and his Designers as having the experience and capability necessary for the design. The Contractor undertakes that the Designers shall be available to attend discussions with the Engineer at all reasonable times during the Contract Period.

The Designer shall be the same entity as proposed by the Contractor at the time of pre-qualification, unless otherwise approved by the Employer. The Contractor shall furnish Designer's Warranty in the format approved by the Employer.

**Contractor's  
warranty of  
design**

**5.2**

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

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

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

No claim for additional payment or extension of time shall be entertained and/or the Contractor shall not be relieved from any obligation/liability under the Contract, for any delay, suspension, impediment to or adverse effect upon the progress of the Works due to any mistake, inaccuracy, discrepancy or omission





**Construction  
and/or  
Manufacture  
Documents**      **5.3**

in or between the Contractor's, the Definitive Design and the final design, or any failure by the Contractor to prepare any Design Data or submit the same to the Engineer in due time and the Contractor shall promptly make good any such defect at his own cost.

The Manufacture Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, documents described in Sub Clause 5.6 (As Built Document), and Sub Clause 5.7 (Operations and Maintenance Manuals). The Contractor shall prepare all Manufacture Documents in sufficient detail and shall also prepare any other document necessary to instruct the Contractor's personnel. The Engineer shall have the right to inspect the preparation of all these documents wherever they are being prepared.

Each of the Construction and/or Manufacture Documents shall, when considered ready for use, be submitted to the Engineer for pre-construction or pre-manufacture review. Unless otherwise stated in Employer's Requirements, each review by the Engineer shall not exceed 21 days, calculated from the date on which the Engineer receives the Manufacture Document.

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

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

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

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

Errors, omissions, ambiguities, inconsistencies, inadequacies and other defects if found at any stage in construction or any operations manufacture documents, then shall be rectified by the Contractor at his own cost and any approval or consent or review (under this sub-clause or otherwise) by the





		Employer/Engineer of the Manufacture and Construction Documents under this Sub-clause shall not relieve the Contractor from any obligations or responsibility under the Contract.
<b>Technical Standards and Regulations</b>	<b>5.4</b>	The design, the Construction and/or Manufacture Documents, the execution and the completed Works (including remedying of defects therein) shall comply with the specifications, technical standards, building construction, safety and environmental regulations and other standards specified in the Employer's Requirements applicable to the Works or defined by the applicable laws and regulations
<b>Samples</b>	<b>5.5</b>	The Contractor shall submit at his own cost the following samples and relevant information to the Engineer for pre-construction and/or pre-manufacture review in accordance with the procedure for Construction and/or Manufacture Documents described in Sub-clause 5.3: a) manufacturer's standard samples of Materials, b) samples (if any) specified in the Employer's Requirements. Each sample shall be labelled as to origin and intended use in the Works
<b>As-Built Drawings and Documents</b>	<b>5.6</b>	This clause is applicable for 'Build' part of Contract also. The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact "as-built" locations, sizes and details of the Works as executed, with cross references to relevant specifications and data sheets. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-clause. Six copies shall be submitted to the Engineer prior to the commencement of the Tests on Completion.  In addition, the Contractor shall prepare and submit to the Engineer "as-built drawings" of the Works, showing all Works as executed. The drawings shall be prepared as the Works proceed, and shall be submitted to the Engineer for his inspection. The Contractor shall obtain the consent of the Engineer as to their size, the referencing system, and other pertinent details.  Prior to the issue of any Taking Over Certificate, the Contractor shall submit to the Engineer one soft copy and four printed copies of the relevant "as-built drawings", and any further Construction and/or Manufacture Documents specified in the Employer's Requirements. The Works shall not be considered to be completed for the purposes of Taking Over under Sub-clause 9.1 until such documents have been submitted to the Engineer.
<b>Operation and Maintenance Manuals</b>	<b>5.7</b>	Prior to commencement of the Tests on Completion, the Contractor shall prepare, and submit to the Engineer, Operation and Maintenance Manuals in accordance with the Employer's Requirements and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Works. The Works shall not be considered to be completed for the purposes of Taking Over under Sub-clause 9.1 until such Operation and Maintenance Manuals have been submitted to the Engineer and received his consent.
<b>Intellectual Property Rights and Royalties</b>	<b>5.8</b>	The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other Intellectual Property Rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights.



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

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

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

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

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

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

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

	<b>6</b>	<b>Staff and Labour</b>
<b>Engagement of Staff and Labour</b>	<b>6.1</b>	The Contractor shall make his own arrangements for the engagement of staff and labour at his own cost.
<b>Rates of Wages and Conditions of Labour</b>	<b>6.2</b>	Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those fixed by appropriate Government for the industry.





The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period, no extra amount in this regard shall be payable to the Contractor, for whatsoever reason including any revision of rates payable to the labour due to revision of rates payable in Minimum Wages Act.

Labour provided by the Contractor, either directly or through Sub-contractors, for the exclusive use of the Employer or the Engineer, shall, for the purpose of this Sub-clause, be deemed to be employed by the Contractor.

In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its Sub-contractors of any tier in and for carrying out of this Contract and if a claim therefore is filed in the office of the Labour Authorities/Court and proof thereof is furnished to the satisfaction of the Labour Authority/Court, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities/Court and any sums so paid shall be recoverable by the Employer from the Contractor.

**Persons in the service/ retired of Employer/ Engineer**

6.3

- a) The Contractor shall not recruit or attempt to recruit, staff and labour from amongst the Employer and the Engineer's personnel.
- b) The Contractor either at the tendering stage or during construction stage will not employ any retired employee of Employer or Engineer of the Employer in any capacity unless such employee has completed at least two years post retirement period or has obtained the no-objection certificate from Employer for being employed with the Contractor. It will be responsibility of the Contractor to collect the Employer's no objection certification from such retired employee and submit the same back to the Employer.

In case of non-compliance of above, in addition to any or several of the courses, referred in Sub-clauses 13.2 being adopted by the Employer, the Contractor on Termination of the Contract for the aforesaid reasons will have no claim whatsoever against the Employer except for actual value of the Work executed till the time of Termination.

**Labour Laws**

6.4

- a) In dealing with labour and employees, the Contractor and his Sub-contractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of the labour in India.
- b) The Contractor shall have a Labour Welfare Organisation which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines. The Labour Welfare Organization of Contractor shall comprise of such competent officials having requisite qualification as prescribed in Conditions of Contract on Safety & Health and Environment. In no case, an under qualified person may be appointed in Labour Welfare Organisation of Contractor. In this context the Contractor is also required to familiarize himself with DMRC's Labour Welfare Fund Rules as specified in Special Conditions of Contract or elsewhere in the Contract and comply with the same.
- c) The Labour Welfare Organisation of Contractor shall prepare and submit a monthly compliance/Status Report of adherence to labour laws to the Engineer.
- d) The Contractor will ensure to open bank accounts for each worker employed by him and his Sub-contractors and all the payments to workers will be released through bank accounts.
- e) The violation of Labour Laws viz. Contractor Labour (Regulation & Abolition) Act, 1970 & Central Rules, 1971 made thereunder or other applicable Labour Laws under the jurisdiction shall attract following penalties in addition to the penalties imposed by Statutory Authorities in terms of applicable Act/Rules:-
  - (i) Delay in payment of dues to : ₹100/- per day per workman any workmen





- (ii) Non-compliance(s) of any other provision of labour laws, pointed out by Employer/Engineer or their representative : ₹5000/- for each non-compliance informed in writing, under the contract

The decision of Engineer with regard to the merits of imposition of penalty, determination of non-compliance and amount of penalty shall be final and binding on Contractor. The 'Contract' under this Sub-clause shall include any workmen employed by Contractor working within premises of Works at Employer's establishment whether directly or through Sub-contractor etc.

- f) The Contractor shall ensure the registration of all his eligible workers inclusive of Sub-contractor and Petty Contractors with BOCW (Building and Other Construction Workers) Board.

- Working Hours** 6.5 The Contractor, if required, shall carry out work during night hours or in shifts, unless specifically provided otherwise in the Contract. No increase in rates or extra payments shall be admissible for night work.
- The Contractor shall provide adequate lighting and safety arrangements. The Contractor shall also provide rest room if the work is being carried out in night shift.
- Facilities for Staff and Labour** 6.6 The Contractor shall provide and maintain at his own expense, all necessary accommodation and welfare facilities as per prevailing labour & welfare laws for his (and his Sub-contractor's) staff and labour. This includes good practices like provision of temporary crèche (Bal Mandir) where 50 or more women are employed at a time. All accommodation shall be maintained in a clean and sanitary condition, by the Contractor at his own cost. Separate rest room, toilets needs to be provided for female workers.
- Health and Safety** 6.7 Precaution shall be taken by the Contractor to ensure the health and safety of his staff and labour. The Contractor shall, in collaboration with and to the requirements of the local health authorities, ensure that medical staff, first aid facilities, sick bay and ambulance service are available at the accommodation and on the Site at all times, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as per the Engineer's requirement and will ensure complete compliance with relevant clauses of Employer's Conditions of Contract on Safety & Health and Environment.
- The Contractor's Site Safety Plan shall be developed from his Outline Safety Plan as per Employer's Requirements and Conditions of Contract on Safety & Health and Environment of the Employer.
- The Contractor shall appoint a member of his staff at the Site to be responsible for maintaining the safety, and protection against accidents, of personnel on the Site. This person shall be qualified for the work and shall have the authority to issue instructions and take protective measures to prevent accidents.
- Contractor's Superintendence** 6.8 The Contractor shall provide all necessary superintendence during the design and execution of the Works, and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be provided by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.
- Provision of Efficient and Competent Staff** 6.9 The Contractor shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer:





- a) persists in any misconduct,  
 b) is incompetent or negligent in the performance of his duties,  
 c) fails to conform with any provisions of the Contract, or persists in any conduct which is prejudicial to safety, health of workers, or the protection of the environment.
- Preservation of Peace and orderly conduct**      6.10
- 6.10.1      The Contractor shall be responsible for preservation of peace and orderly conduct at the site and its neighbourhood by Contractor's employees, Representatives, petty Contractors, Sub-contractors etc. In case, deployment of a Special Police Force, becomes necessary at or near Site, during the tenure of Works, the expenses for the same shall be borne by the Contractor.
- 6.10.2      The Contractor shall at all times take all reasonable precautions which will include that no labour or employee is permitted to work at site in an intoxicated state or under influence of drugs, to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour, and to preserve peace and protection of persons and property in the neighbourhood of the Works against such conduct.
- Labour to be Contractor's Employee**      6.11
- If, the Contractor directly or through petty Contractors or Sub-contractors supplies any labour to be used wholly or partly under the direct orders and control of the Engineer or the Employer, whether in connection with any Work being executed by the Contractor or otherwise for the purposes of the Employer, such labour shall, for the purpose of this clause, be deemed to be persons employed by the Contractor.
- Report of Accidents to Labour**      6.12
- The Contractor shall be responsible for safety of all employees, employed by him on Works, directly or through petty Contractors or Sub-contractors, and shall report accidents relating to any of them, however, and wherever occurring on Works, to the Engineer or the Engineer's Representative and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases with utmost expeditiously in accordance with the Workmen's Compensation Act or ESI Act as applicable.
- Claim on account of violation of Labour laws**      6.13
- The Contractor shall be solely accountable for violation of any labour law by it, its petty Contractors or Sub-contractors and will pay any such claim/damage to the authorities forthwith on demand. If any money shall, as a result of any instructions, directions or decisions from the Authorities/Court or claim or application made under any of the labour laws or regulations, be directed to be paid by the Employer, such money shall be deemed to be money payable to the Employer by the Contractor and he will pay the same to the Employer forthwith on demand, without demur and without asking for any reasons/explanations from the Employer. On failure of the Contractor to repay the Employer any money paid or to be paid by it as aforesaid within seven days after the same shall been demanded, the Employer shall be entitled to recover the amount from any money due or accruing to the Contractor under this or any other Contract with the Employer.
- Maintenance of Records**      6.14
- The Contractor shall maintain all records pertaining to labour as mandated by the law of the land and shall keep it preserved at least for three years after the completion of the Project.
- 7      Quality Control**
- Manner of Execution**      7.1
- All Plant, goods, and Materials to be supplied shall be manufactured, and all Work to be done shall be executed, in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper, workman like and careful manner, with properly equipped facilities and non-hazardous Materials, and in accordance with modern recognized good practice.





<b>Source of Materials</b>	<b>7.2</b>	<p>Sources of Materials being supplied shall be intimated to the Engineer and are subject to his approval. Materials that are not specified in the Contract document shall conform to the relevant Indian Standards or in their absence, shall conform to any International Standard approved by the Engineer.</p> <p>Save as otherwise expressly provided in the Contract, samples shall be supplied by the Contractor at his own cost.</p>
<b>Delivery to Site</b>	<b>7.3</b>	<p>The Contractor shall be responsible for procurement, transport, receiving, unloading and safe keeping of all Plant, Rolling Stock, Construction, Materials, Contractor's Equipment and other things required for the completion of the Works.</p>
<b>Inspection</b>	<b>7.4</b>	<p>The Employer and the Engineer shall at all reasonable times</p> <ol style="list-style-type: none"> <li>a) have full access to all parts of the Site and to all places from which natural materials are being obtained, and</li> <li>b) during production, manufacture, fabrication and construction (at the site and elsewhere) be entitled to inspect, examine, measure and test the materials and workmanship, and to check the progress of manufacture, of all Plant, goods, construction and Materials to be supplied under the Contract.</li> </ol> <p>The Contractor shall give the Engineer full opportunity to carry out these activities including providing access, facilities, permissions and safety equipments. No such activity/inspection shall relieve the Contractor from any obligation or responsibility.</p>
<b>Testing</b>	<b>7.5</b>	<p>This sub clause shall apply to all tests specified in the Contract, other than the Tests after Completion.</p> <p>The Contractor shall provide all documents and other information necessary for all types of testing and such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently.</p> <p>The Contractor shall agree, with the Engineer, the time and place for the testing of any Plant, goods, Materials and other parts of the Works as specified in the Contract. The Employer/Engineer may instruct the Contractor for any additional test, at Employer's cost.</p> <p>The Engineer shall give the Contractor not less than 24 hours' notice of his intention to attend the tests.</p> <p>If the Engineer does not attend at the time and place agreed, or if the Contractor and the Engineer agree that the Engineer shall not attend, the Contractor may proceed with the tests, unless the Engineer instructs the Contractor otherwise. Such tests shall be deemed to have been made in the Engineer's presence.</p> <p>The Contractor shall promptly forward to the Engineer duly certified reports of the tests. If the Engineer has not attended the tests, he shall accept the readings as accurate. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect.</p> <p>The expense of conducting such Tests shall be borne by the Contractor. No such testing shall relieve the Contractor from any obligation or responsibility.</p>
<b>Rejection</b>	<b>7.6</b>	<ol style="list-style-type: none"> <li>i) If, as a result of inspection, examination or testing, any Plant, goods, Material, design or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the same duly giving notice to the Contractor with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item after rectification complies with the Contract.</li> <li>ii) If the Engineer requires such Plant, Goods, Material, Design or Workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor</li> </ol>





		by the Employer, and may be deducted by the Employer from any sum due, or to become due, to the Contractor.
	iii)	Notwithstanding any previous Test or certification, the Engineer shall have the authority to instruct the Contractor:- <ul style="list-style-type: none"> <li>a. To remove from the Site and replace any plant or Materials which is not in accordance with the Contract.</li> <li>b. To remove and re-execute any other work which is not in accordance with the Contract.</li> </ul>
	iv)	Execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.
	v)	In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other Parties, to carry out the same, and all expenses consequent thereof or incidental thereto, shall be recoverable from the Contractor or may be deducted by the Employer from any sum which may be due to the Contractor.
<b>Liability after Inspection and Testing</b>	7.7	The Contractor shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Engineer.
<b>Ownership of Plant and Materials</b>	7.8	Each item of Plant, goods, and Material shall become the property of the Employer, when it is delivered to Site or payment thereof, either in part or full, has been made. The Contractor shall however continue to bear the risk in respect of such items which continue to remain in his custody.
<b>Cost of Employer's Attendance Including Travel</b>	7.9	The Employer shall bear the costs of attendance including travel by the Employer or his Representative for the purposes of Sub-clauses 7.4 and 7.5 above. The cost of attendance including travel by the Employer, Engineer or his Representative for the purpose of Sub-clause 7.6 shall be borne by the Contractor.
<b>Covering up of Works</b>	7.10	
<b>Examination of Work before covering up</b>	7.10.1	No Work or part of Work shall be covered up or put out of view, without the prior approval of the Engineer or the Engineer's Representative.
<b>Cost of uncovering the Work already covered up</b>	7.10.2	<p>The Contractor shall uncover any part or parts of the Works, or make openings in or through the same, as the Engineer may from time to time direct, and shall reinstate and make good such part or parts, to the satisfaction of the Engineer. If any such part or parts have been covered up, or put out of view after compliance with the requirement of Sub-clause 7.11.4 and the Works are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same, shall be borne by the Employer, but if the Works are found to be defective, costs shall be borne by the Contractor.</p> <p>In case after completion of a part of the Work, the part of Work is not fully consistent with the Employer's Requirements and there is no way to change the same, in that case, the same (provided it has no implication on safety and operation) shall be accepted only at a Contractor's deemed variation at lower negotiated price.</p> <p>The decision of the Engineer in this regard shall be final and binding on the Contractor.</p>
<b>Tests after Completion</b>	7.11	
<b>Contractor's Obligations</b>	7.11.1	The Contractor shall carry out the Tests on Completion at his own cost in accordance with the Contract after providing the documents in accordance with Sub-clauses 5.4 and 5.5. The Contractor shall give, to the Engineer, 21 days' notice of the date after which the Contractor will be ready to carry out the Tests



on Completion. Unless otherwise agreed, such Tests shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.

Unless otherwise stated in Special Conditions of Contract, the Tests on Completion shall be carried out in the following sequence

- a) pre-commissioning test, which shall include appropriate instructions and ("dry" or "cold") functional tests to demonstrate that each item of the Plant, goods and Work can safely undertake the next stage
- b) Commissioning Test shall include the specified operational tests to demonstrate that Works or Sections can be operated safely and as specified under all available operating condition
- c) trial operation which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract

The Contractor at his cost shall arrange all tools, equipments, gadgets, facilities or as deemed necessary by the Engineer for such tests, In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed the Tests on Completion described in sub-paragraphs (a), (b) or (c), the Contractor shall provide the Engineer and the Employer with a certified report of the results of all such Tests

**Delayed Tests**      7.11.2      If the Engineer opines that Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out such Tests within 21 days after the receipt of the notice. The Contractor shall carry out such Tests on such day or days as the Contractor may fix and of which he shall give notice to the Engineer.

If the Contractor fails to carry out the Tests on Completion within 21 days, the Engineer may proceed with such Tests at the risk and cost of the Contractor. The Tests on Completion then shall be deemed to have been carried out in the presence of the Contractor and the results of such Tests shall be accepted as accurate.

**Retesting**      7.11.3      If the Works, or a part thereof, or a Section, fail to pass the Tests on Completion, Sub-clause 7.6 "Rejection" shall apply, and the Engineer or the Employer may require such failed Tests, and the Tests on Completion on any related work, to be repeated under the same terms and conditions.

**Failure to Pass Tests on Completion**      7.11.4      If the Works, or a part thereof, or a Section, fail to pass the Tests on Completion, repeated under Sub-clause 7.11.3, the Engineer shall be entitled to:

- a) order further repetition of Tests on Completion under Sub-clause 7.11.3; or
- b) reject the Works, or a part thereof, or a Section (as the case may be), in which event the Employer shall have the same remedies against the Contractor as are provided under Clause 13; or
- c) issue a Taking Over Certificate, if the Employer so requires. The Contract Price shall then be reduced by such amount as determined by the Engineer and as shall be appropriate to cover the reduced value to the Employer as a result of this failure. The Contractor shall then proceed in accordance with his other obligations under the Contract.

**Integrated testing and system commissioning**      7.12

**Integrated Testing**      7.12.1

Tests on Completion shall also include Integrated Testing where applicable as per the Contract conditions. The Contractor shall, following satisfactory completion of tests on his Works, equipment, sub-systems or system, perform, at the direction of the Engineer, programme of tests to verify and confirm the compatibility and complete performance of his Works, equipment, sub-systems or system with the Works, equipment, sub-systems or system provided by others.





<b>Compilation of Test Results</b>	<b>7.12.2</b>	The results of the Integrated Testing and Commissioning shall be compiled and evaluated by the Engineer and the Contractor.
<b>Retesting</b>	<b>7.12.3</b>	If the Works, or a part thereof, or a Section, fail to pass the Integrated Testing and Commissioning, the Engineer shall require such failed Tests, to be repeated under the same terms and conditions. If such failure and retesting result from a default of the Contractor and cause the Employer to incur additional costs, the same shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any money due, or to become due, to the Contractor.
<b>Failure to Pass Test</b>	<b>7.12.4</b>	If the Works, or a part thereof, or a Section, fail to pass Integrated Testing and Commissioning and the Contractor in consequence proposes to make any adjustment or modification to the Works or a part thereof, or a section, the Engineer may, with the approval of the Employer, instruct the Contractor to carry out such adjustment or modification, at his own cost and to satisfy the requirements of Integrated Testing and Commissioning within such time as the Employer / Engineer may deem to be reasonable.
<b>Statutory Requirements</b>	<b>7.12.5</b>	The Contractor along with others shall carry out all statutory tests and trials, under the supervision of the Engineer, necessary for obtaining sanction of the competent authority for opening the system for public carriage of passengers.
	<b>8</b>	<b>Time Management</b>
<b>Commencement of Works</b>	<b>8.1</b>	The Contractor shall commence the Works on the date specified in the Letter of Acceptance or if no date is specified in the Letter of Acceptance, on the date specified in an instruction in writing to that effect from the Engineer (Notice to Proceed). Thereafter the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works. Time will be the essence of Contract and time for Completion shall reckon from the date the Contractor is required to commence the Works under this Clause.  The Contractor shall not commence the construction, manufacture or installation of the Works or of any part of the Works unless and until the Engineer has endorsed the relevant Working Drawings in accordance with the Employer's Requirements.
<b>Time for Completion</b>	<b>8.2</b>	Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract. The Contractor shall ensure defect free completion and passing of tests on the completion, including integrated testing wherever provided in the scope of Work and commissioning of the whole of the Works and/or parts thereof before the same is taken over by the Employer.
<b>Delay</b>	<b>8.3</b>	In case of delay on the part of the Contractor, the Contractor shall be liable to pay Liquidated Damages and any other compensation for the damages suffered by the Employer as per clause 8.5. This is without prejudice to the right of the Employer to rescind the Contract.  Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, Plant or Machinery, which under the Contract, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is/are reasonable.
<b>Extension of Time for Completion</b>	<b>8.4</b>	
<b>Extension of Time</b>	<b>8.4.1</b>	The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:





- a) "Force Majeure" referred to in Clause 16
- b) The Contractor's work held up for not being given possession of or access to the Site in accordance with the Contract
- c) Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension.
- d) Acts or omissions of other Designated Contractors in executing Work not forming part of this Contract and on whose performance, the performance of the Contractor necessarily depends.
- e) Any act of prevention or Breach of Contract by the Employer and not mentioned in this Clause
- f) Any order of Court restraining the performance of the Contract in full or in any part thereof
- g) Any other event or occurrence which, according to the Employer is not due to the Contractor's failure or fault, and is beyond his control without Employer being responsible for the same.
- h) An Employer's Variation

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

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

If the Contractor considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay and full and final supporting details of his application within 21 days of the last day of delay, together with any notice required by the Contract and relevant to such Clause.

The Engineer shall proceed in accordance with Sub-clause 3.5 to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall notify the Contractor accordingly. The extension of time including that of key date shall not entitle the Contractor to retain the Advances which shall be governed by Clause 11.2.

**Extension of time for completion for other reasons**

**8.4.2**

The Contractor shall not be entitled to an extension of time by reason of any delay to any activity in carrying out of the Works unless in the opinion of the Engineer such delay results in or may be expected to result in a delay to completion of the Works, or achievement of any Stage by the relevant Key Date. Whether or not the Contractor fails to achieve any Milestone by reason of any delay shall not by itself be material to the Contractor's entitlement to an extension of time.

Any extension to a Key Date shall not by itself entitle the Contractor to an extension to any other Key Date.

**Extension of time for delays due to Contractor**

**8.4.3**

If the delay in the completion of the whole Works or in achieving Key Date for stages of Work defined in Contract, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or subsequent linked Key Date for remaining stages of Work can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without Liquidated Damages, or with or without freezing of escalation indices in Price Variation formula, for completion, as he may decide.





**Liquidated Damages for Delay****8.5**

Time is the essence of the Contract. Appendix-1 to the Form of Tender shall include in respect of the Works and in respect of any Stage, a percentage of the total Contract value which will be recoverable from the Contractor as Liquidated Damages for delay in completion of the Works or in achievement of a stage by a particular Key Date. The total amount of Liquidated Damages in respect of the Works in all stages shall, however, not exceed the limit of Liquidated Damages stated in the Appendix to the Form of Tender. The aforesaid Liquidated Damages do not, however, include the sums payable by the Employer to Designated Contractors on account of delay caused by the Contractor to Designated Contractors. Such sums shall be recoverable from the Contractor in addition to any Liquidated Damages payable under this clause, the total ceiling limit of which is 15% of the Contract value including Liquidated Damages levied under the provision of Appendix 1 to the Form of Tender.

The Liquidated Damages are recovered by the Employer from the Contractor for delay and not as penalty. The Parties agree that amount of Liquidated Damages leviable under the Contract are the genuine pre-estimate of the loss suffered by the Employer because of which the Liquidated Damages have been levied on the Contractor. The Liquidated Damages may be recovered from any amount of money due from the Contractor under the Contract or any other Contract which the Contractor has with the Employer. The Liquidated Damages may also be recovered from the amount of Performance Security Bank Guarantee and in that case the Contractor would be liable to replenish the amount of Performance Security Bank Guarantee.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due, to the Contractor. In the event of an extension of time being granted under Sub-Clause 8.3 and the amount due under this Sub-clause shall be recalculated accordingly, if excess recovery has been done, same will be refunded. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.

The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.

At any time after the Employer has become entitled to Liquidated Damages, the Engineer may give notice to the Contractor under Sub-clause 13.1, requiring the Contractor to complete the Works within a specified reasonable time. Such action shall not prejudice the Employer's entitlements to recovery of Liquidated Damages, under this Sub-clause and to terminate under Sub-clause 13.2.

The decision of the Engineer as to the Liquidated Damages payable by the Contractor under this Clause shall be final and binding.

**Rate of Progress 8.6**

If for any reason which does not entitle the Contractor to an extension of time, the rate of progress of the Works is at any time, in the opinion of the Engineer, too slow to ensure timely completion of the Works or achievement of any Stage by the relevant Key Date, the Engineer may so notify the Contractor in writing. The Contractor shall thereupon take such steps as are necessary, or in default of taking such steps, shall take such steps as the Engineer may reasonably instruct in writing, to expedite progress so as to complete the Works or any Section in time or achieve any Stage by the relevant Key Date. The Contractor shall not be entitled to any additional payment for taking such steps.

If any steps taken by the Contractor in meeting his obligations under this Sub-Clause cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor by the Employer, and shall be deducted by the Employer from any sum due, or to become due, to the Contractor.

If, in the opinion of the Engineer, the steps taken by the Contractor to expedite the progress are not adequate, the Engineer may take a recourse as per Clause 13.2.4 of this GCC.





**Suspension of Work** 8.7 The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During suspension, the Contractor shall protect, store and secure such part or whole of the Works against any deterioration, loss or damage.

**Consequences of Suspension** 8.8 The Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work., if such suspension is

- provided for in the Contract, or
- necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor, or
- necessary for the safety of Works or any part thereof or
- necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site or
- to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities, or
- due to instructions of NGT/ EPCA or any other statutory authority on account of high pollution.

If suspension is ordered by the Engineer for reasons other than those mentioned in Sub-clause 8.8 then the Contractor's entitlement are in the table below:

Suspension Period	Extension of Time	Compensation for the suspension period	Remarks
Upto 14 days	No	No	Engineer may, at his sole discretion, give extension of time in exceptional circumstances.
15-30 days	Yes	No	Extension of time as considered proper by the Engineer
Above 30 days	Yes	<ul style="list-style-type: none"> <li>As per Daily rate of wages for idle labour/employees</li> <li>70% of the rate for hire charges/ equivalent hire charges for idle plant and machinery hired/owned (excluding cost of fuel and lubricants)</li> <li>15% above all these items to cover overhead costs.</li> </ul>	Compensation as assessed by the Engineer for entire suspension period on submission of documentary proof by the contractor to Engineer's satisfaction.
Above 90 days If contractor asks for fore closure	No	As per Clause 13.3.4	Contractor may ask for closure of the Contract, or deletion from the Contract of that part of Works which has been suspended.

**Resumption of Work** 8.9 After receipt of permission or of an instruction to proceed, the Contractor shall, after notice to the Engineer, and together with the Engineer, examine the Works, Plant, Rolling Stock and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works, Plant, Rolling Stock and Materials, which has occurred during the suspension.

#### 9 Employer's Taking Over

**Taking Over Certificate** 9.1 The Works shall be taken over by the Employer when they have been completed in accordance with the Contract, have passed the Tests on Completion, including Integrated Testing and Commissioning wherever applicable as per the Contract, and a Taking Over Certificate for the Works shall be issued. If the Works are divided into Sections, the Contractor shall be entitled to apply for a Taking Over Certificate for each Section.





The Contractor may apply by notice to the Engineer for a Taking-Over-Certificate not earlier than 14 days before the Works or Section (as the case may be) will, in the Contractor's opinion, be complete and ready for Taking Over. The Engineer shall, within 28 days after the receipt of the Contractor's application shall conduct a complete joint survey of the Works including carrying out any tests prescribed in the Contract and prepare a list of defects and outstanding Works and :

- a) issue the Taking Over Certificate to the Contractor, stating the date on which the Works or Section were completed, including the Tests on Completion and Integrated Testing and Commissioning wherever applicable as per the Contract in accordance with the Contract if defects and/or outstanding Works are minor that does not affect the use and safety of the Works or Section for their intended purposes. The list of such Works alongwith the target date of completion for each Work shall be enclosed with the Taking Over Certificate and completion of all these Works / Rectification of defects within the stipulated time shall be the responsibility of the Contractor and any failure in it may be considered a reason by the Engineer to cancel the Taking Over Certificate issued earlier; or
- b) reject the application, giving his reasons and specifying the Work required to be done by the Contractor to enable the Taking Over Certificate to be issued. The Contractor shall then complete such Work before issuing a further notice under this Sub-clause.
- c) Issue of Taking Over Certificate by the Employer would not absolve Contractor from any liability under the Law and Contract, arising from any hidden / latent defect in the Works / Section executed under the Contract by the Contractor. The Employer would be entitled to recover from the Contractor any compensation / damages / loss arising from such hidden / latent defect in the Works executed by the Contractor.

**Taking over of  
Parts of the  
Works**

9.2

The Engineer may, at the sole discretion of the Employer issue a Taking Over Certificate for any part of the Permanent Works by following the procedure stipulated in Clause 9.1 above if..

- a) the Employer uses that part of the Works for revenue service before the Taking Over Certificate is issued for the entire Work.
- b) the balance part is not completed, not due to the fault of the Contractor and contractual date of completion for the completed part is over.

10

**Defects Liability**

**Completion of  
Outstanding  
Work and  
Remedying  
Defects**

10.1

"Defects Liability Period" shall mean the Defects Liability Period stated in the Special Conditions of Contract calculated from the date of taking over of the Works. Provided that, if any part of the Works or sub-systems or component of that part has been replaced, renewed or repaired except minor repair, the "Defects Liability Period" in respect of that part or sub-system or components of that part shall start from the date such replacement, renewal or repair has been completed to the satisfaction of the Engineer.

The expiry of Defect Liability Period would not absolve the Contractor from any liability under the Law and Contract arising from any hidden / latent defect in the Works / Section executed under the Contract by the Contractor. The Employer would be entitled to recover from the Contractor any compensation / damages / loss arising from such hidden / latent defect in the Works executed by the Contractor.

In order that the Construction and/or Manufacture Documents and the Works shall be in the condition required by the Contract (fair wear and tear excepted) at, or as soon as practicable after the expiry of the Contract Period, the Contractor shall execute all such Work of amendment, reconstruction, and remedying defects or damage, as may be instructed in writing by the Employer or the Engineer during the Defect Liability Period.





<b>Cost of Remedying Defects</b>	<b>10.2</b>	<p>All Work referred to in Sub-clause 10.1 shall be executed by the Contractor at his own cost, if the necessity for such Work is due to:</p> <ol style="list-style-type: none"> <li>a) the design of the Works;</li> <li>b) Plant, Rolling Stock, Materials or workmanship not being in accordance with the Contract; or</li> <li>c) failure by the Contractor to comply with any of his other obligations.</li> </ol> <p>If in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an adjustment to the Contract Price, with the approval of the Employer, and shall notify the Contractor accordingly. In this event, Sub-clause 12.3 shall apply to such Work.</p>
<b>Extension of Contract Period</b>	<b>10.3</b>	<p>The Contract Period shall be extended by a period, after the Works are taken over, during which the Works or any Section or item of Plant, Rolling Stock, cannot be used, for the purposes for which they are intended, by reason of a defect or damage.</p> <p>When delivery of Plant, Rolling Stock, and/or Materials, or erection of Plant, or installation of Materials, has been suspended under Sub-clause 8.7, the Contractor's obligations under this Sub-clause shall not apply to any defects or damage occurring more than three years after the Plant, Rolling Stock and/or Materials would otherwise have been delivered, erected and taken over.</p>
<b>Failure to Remedy Defects</b>	<b>10.4</b>	<p>If the Contractor fails to remedy any defect or damage within such time as the Employer / Engineer may deem to be reasonable, the Employer or the Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date and the necessity for such Work is due to a cause stated in Sub-clause 10.2(a), (b) or (c), the Employer may (at his sole discretion):</p> <ol style="list-style-type: none"> <li>a) carry out the Work himself or by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such Work: the costs incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;</li> <li>b) require the Engineer to determine and certify a reasonable reduction in the Contract Price; or</li> <li>c) if the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use, the Employer shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Plant, Rolling Stock and Materials to the Contractor, and Sub-clause 13 shall not apply.</li> </ol> <p>Notwithstanding anything contained herein the Employer would be entitled in urgent and critical situation(s)/events to remedy the defects in the Work by himself or through others, at the Contractor's risk and cost. The cost incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer.</p>
<b>Removal of Defective Work</b>	<b>10.5</b>	<p>If the defect or damage is such that it cannot be remedied expeditiously on the Site and if the Employer gives consent, the Contractor may, remove from the Site for the purposes of repair any part of the Works, which is defective or damaged. This consent may require the Contractor to increase the amount of Performance Security by the full replacement cost of these items or to provide other appropriate Security acceptable to the Employer.</p>
<b>Further Tests</b>	<b>10.6</b>	<p>If the remedying of any defect or damage is such that it may affect the performance of the Works, the Engineer may require that Tests on Completion, including Integrated Testing, be repeated to the extent necessary. The requirement shall be made by notice within 28 days after the defect or damage is remedied. Such Tests shall be carried out in accordance with Clause 7.11</p>
<b>Right of Access</b>	<b>10.7</b>	<p>Until the Performance Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the working and</p>





		performance of the Works, except as may be inconsistent with any reasonable security restrictions by the organisation responsible for operating the Works.
<b>Contractor to Search</b>	<b>10.8</b>	The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is one for which the Contractor is liable, the Cost of such search shall be added to the Contract Price.
<b>Performance Certificate</b>	<b>10.9</b>	The Contract shall not be considered to be completed until the Performance Certificate has been signed by the Engineer or authorized official of the Employer and delivered to the Contractor at the end of 'Defect Liability Period, stating the date on which the Contractor completed his obligations related to completion of works and rectification of defects during Defect Liability Period to the Engineer's satisfaction. Only the Performance Certificate shall be deemed to constitute approval of the Works.  Notwithstanding anything contained herein the Contractor would continue to remain liable to the Employer for any cost, loss, damage or compensation which arises from hidden or latent defect in the work executed by the Contractor under the Contract, even if such hidden and latent defects arise after the expiry of Defect Liability period or grant of Performance Certificate by the Employer under the Contract to the Contractor.
<b>Unfulfilled Obligations</b>	<b>10.10</b>	After the Performance Certificate has been issued, the Contractor and the Employer shall remain liable for the fulfilment of any obligation, which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.
<b>Emergency defect rectification</b>	<b>10.11</b>	If any defect or damage is one requiring immediate attention from safety, environmental or operational viewpoint, the Engineer has the authority to proceed with rectification in any manner suitable and deduct such sums from the Contract Price.
	<b>11</b>	<b>Contract Price and Payment</b>
<b>The Contract Price Inclusions/ Exclusions</b>	<b>11.1</b>	
	<b>11.1.1</b>	<ul style="list-style-type: none"> <li>i) Unless otherwise stated in the Special Conditions of Contract, the Contract Price, subject to any adjustment thereto in accordance with the Contract, shall be all inclusive (including all taxes, duties, royalties etc.)</li> <li>ii) Nothing extra shall be payable over the quoted rates, notwithstanding any provision to the contrary in any law for the time being in force, save and except what is specifically provided in General or Special Conditions of Contract.</li> <li>iii) The reimbursement (as per this Sub-clause) of whatsoever nature shall be provided only for Permanent Works. No reimbursement (as per this Sub-clause) shall be provided for Temporary Works and fuel.</li> </ul>
<b>Maintaining Records and Availing Exemptions</b>	<b>11.1.2</b>	<ul style="list-style-type: none"> <li>i) In the event of exemption of custom duties, GST (CGST/IGST/SGST etc.) or any other cess/levy being granted by the Government in respect of the Works, the benefit of the same shall be passed on to Employer. The Contractor shall therefore maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer, so that the Employer is able to avail the reimbursement for which DMRC may issue a procedure order separately. Alternatively, the Employer may direct the Contractor to get the reimbursements based on exemption certificates / government's order and it shall be obligatory on part of the Contractor to get the reimbursements from the statutory authorities and pass on the benefit to DMRC.</li> <li>ii) In case of Contractor's failure in availing the exemptions as stipulated above, the recovery of equivalent amount will be made from Contractor's dues.</li> </ul>





<b>Adjust in Contract Price</b>	<b>11.1.3</b>	Adjustment in Contract price shall be done if a "Price Variation Formula" is given in the Special Conditions Of Contract otherwise it will be a fixed price contract.
<b>Change in Taxes/Duty</b>	<b>11.1.4</b>	The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract unless a contrary provision exists in Special Conditions of Contract.
<b>Advances</b>	<b>11.2</b>	
<b>Mobilisation Advance</b>	<b>11.2.1</b>	<p>(a) Mobilisation Advance shall be generally limited to 5% of Original Contract Value payable in two equal instalments or as mentioned in the Special Conditions of Contract. The first instalment shall be paid after mobilisation has started and next instalment shall be paid after satisfactory utilization of earlier instalment.</p> <p>(b) Mobilisation Advance shall be paid interest free against acceptable Bank Guarantee from a scheduled commercial bank in India. The value of Bank Guarantee taken towards security of "Mobilisation Advance" shall be 110% of the Advance taken by the Contractor. The Contractor, once the 50% of Mobilisation Advance has been recovered, shall have a one-time option to reduce the Bank Guarantee for the Mobilisation Advance by the amount recovered.</p>
<b>Advance against Plant and Machinery</b>	<b>11.2.2</b>	<p>Plant and Machinery Advance shall generally be limited to 5% of Original Contract Value or as specified in Special Conditions of Contract. This Advance shall be paid interest free against acceptable Bank Guarantee from a scheduled commercial bank in India. The value of Bank Guarantee taken towards Security of "Plant &amp; Machinery Advance" shall be 110% of the Advance taken by the Contractor. The Contractor, once the 50% of Plant &amp; Machinery Advance has been recovered, shall have a one-time option to reduce the Bank Guarantee for the Plant &amp; Machinery Advance by the amount recovered. This Advance is payable against Plant, Equipment and Machinery, provided the same have reached the site or in the case of new items meant specifically for the work, firm purchase order has been placed and the invoices received. The Advance will be given only if the Plant / Machinery has been purchased for this Contract and not for those which are already in the books of the Contractor. The Plant and Machinery shall be valued by the Engineer as follows:</p> <p>(i) New Items : 80% of purchase price</p> <p>(ii) Second hand items in working order : 80% of the depreciated value as assessed by the Engineer</p> <p>(iii) Items valued at less than Rs 5.00 lakh per unit : Not to be considered</p>
<b>Written Request for Advances</b>	<b>11.2.3</b>	<p>a) All Advances as admissible, shall be payable only on Contractor's written request to the Employer.</p> <p>b) No advance shall be given after 40% of the original Contract amount has been paid.</p>
<b>Recovery of Advances</b>	<b>11.2.4</b>	<p>a) The recovery of Advances shall commence when 20% of the Original Contract Value of the Work has been paid and it will be completed by the time, 85% of the Original Contract Value has been paid or the original completion date whichever is earlier. As far as possible, the recovery of Advances shall be limited to 30% of on-account bill.</p> <p>b) The Contractor shall always have the option to have the recoveries commenced and/or completed earlier, and/or to have recoveries affected in instalments of higher amount and also to repay part or whole of the Advance by direct payment rather than through on-account Bills.</p>





- c) In case the Contract is terminated due to default of the Contractor or rescinded / foreclosed, due to any other reason, the Contractor shall return the unrecovered amount of all Advances within 15 days of issue of notice of termination / rescission / foreclosure of the Contract and if the Contractor fails to do so due to any reason whatsoever, then interest at rate equal to State Bank of India's Marginal Cost of fund based Lending Rate (MCLR) applicable for the tenure of 01 year prevailing on the date of issue of notice of termination / rescission / foreclosure plus 3% Penal Interest per annum shall be charged on the unrecovered amount of such Advances from 16<sup>th</sup> day onwards compounded quarterly till the same is returned by the Contractor.
- Interest in Case of Delay in Repayment of Advances**      11.2.5      Should there be delay in the progress and completion of Work, as a result of which it is not possible to recover the Advances and interest thereon, before the date of completion stipulated in the Contract, then the interest to be charged from the Contractor on the remaining portion of the Advances beyond the original completion date specified in the Contract, shall be equal to State Bank of India's Marginal Cost of fund based Lending Rate (MCLR) applicable for the tenure of 01 year prevailing on the original completion date specified in the Contract plus 3% Penal Interest per annum.
- Advances to be Used only for this Work.**      11.2.6      The Advances shall be used by the Contractor strictly for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the Advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the Advances at once and pay interest at 15% per annum till the Advances are recovered back from him. The Contractor shall return the Advances and pay the interest in one go without demur.  
Employer retains the right for any other remedy prescribed for breach of Contract in this regard.  
The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilization Advance.
- Provisional Payment Against Material at Site**      11.3
- 11.3.1      A provisional payment on account of main construction materials required for the Permanent Works, shall be paid on request of the Contractor after these materials are brought to Site, against an Indemnity Bond in a form acceptable to Employer is duly executed. The payment shall be limited to 80% of the actual value or assessed value of these materials and the total of such provisional payment on account of construction materials at a time shall be limited to three percent of Original Contract Value or likely average consumption of such materials for three months, whichever is less and at any time the total outstanding provisional payment against material at site shall not exceed four percent of the Original Contract Value. The valuation of the average consumption of such main construction materials shall be approved by the Engineer, whose decision shall be final. Materials which are of perishable nature should be adequately insured.
- Written Request for Advances/ Provisional Payment against Material at Site**      11.3.2      The provisional payments as admissible, shall be payable only on Contractor's written request to the Employer/Engineer.
- Recovery of Advances/ Provisional Payment against Material at Site**      11.3.3      In case of provisional payment against Materials, the amount consumed every month shall be recovered from the next month's on-account bill and the recovery to be completed in 3 monthly instalments. In case recovery could not be made due to any reason, interest will be charged at the rate equal to State Bank of India's Marginal Cost of fund based Lending Rate (MCLR) applicable for tenure of 01 year prevailing on the due date of recovery.





**Application for Interim Payment Certificates**

11.4

11.4.1

In case of 'Lump Sum' Contract with cost centre and Milestone payment, the fixed Lump Sum Price shall be apportioned by the Contractor amongst the various Cost Centres. The amount thus apportioned under each Cost Centre will be further apportioned amongst various Milestones with the approval of the Employer. The Contractor shall be entitled to submit to the Engineer requests for interim payments only upon the achievement of one or more of the Milestones described in the Cost Centre.

At the beginning of each month, the Engineer shall issue to the Contractor certificate in respect of each Milestone due to be achieved in the preceding month stating:

- (i) the date on which the Milestone was achieved; or
- (ii) the non-achievement of the Milestone.

The Contractor shall submit a statement in three copies to the Engineer at the beginning of each month, in a form approved by the Engineer, showing the amounts to which the Contractor is entitled, together with supporting documents, including Milestone Certificates. The statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

- a) the amount due in respect of Milestones is certified by the Engineer as achieved under each Cost Centre;
- b) any amounts to be added and deducted for the Advance payments and recovery thereof;
- c) any other additions or deductions is due and approved by the Engineer in accordance with the Contract; and
- d) the deduction of the amounts certified in all previous Interim Payment Certificates.

The Contractor shall not submit more than one request for interim payment per month.

If any Milestone is not achieved by the end of the month in which it is scheduled to be achieved, the Engineer shall suspend the payment relating to the Cost Centre in which the Milestone is included.

Payments suspended under this Clause shall be resumed by being included in the next application for interim payment made after the Milestone is achieved.

11.4.2

In case of 'Lump Sum' or Item rate' Contracts with payment schedule, the Contractor shall be entitled to be paid from time to time, normally once in a calendar month, by way of 'on-account' bill as per the payment schedule indicated in Bill of Quantity(BOQ) or as finally approved by the Engineer.

**Issue of Interim Payment Certificates**

11.5

No amount will be certified or paid until the Employer has received, and approved, the Performance Security and the Parent Company Undertakings and Guarantees in accordance with Sub-clause 4.2 and signing of the Contract Agreement. Thereafter, the Engineer shall, within 21 days of receiving a statement and supporting documents, deliver to the Employer, with a copy to the Contractor, an Interim Payment Certificate showing the amount which the Engineer considers to be due; if no payment is considered to be due, the Engineer shall promptly notify the Contractor accordingly.

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

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





**Payment- Interim and Final 11.6**

Unless otherwise stated in Special Conditions of Contract,

- a. After preliminary scrutiny and certification by the Engineer, payment of 80% of the certified interim amount shall be made by the Employer within 07 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for Advances and any amounts due from the Contractor. The balance 20% shall be paid within 28 days, from the date of the preliminary certification of the bill by the Engineer.
- b. Next 80% interim payment shall be made only after 100% payment of preceding interim payment certified has been completed.
- c. Any such payment made to Contractor by Employer, shall not constitute any acceptance of the measurements or bill of quantities by the Employer and the Employer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the measurement books or bills. The Employer shall have right to recover any excess payment made in either 80% interim payment of bill or earlier bill from balance 20% bill or subsequent bill respectively. However, if such excess payment exceeds the balance 20% bill or subsequent bill respectively, the Contractor shall on demand from the Engineer or Employer immediately refund the extra amount to the Employer within 7 days, failing which the Contractor shall have to pay interest at the rate equal to State Bank of India's Marginal Cost of fund based Lending Rate (MCLR) applicable for the tenure of 01 year prevailing on date plus 3% Penal interest per annum with monthly rest till the said extra amount is paid back by the Contractor.
- d. The Employer shall pay the amount certified in the final payment certificate within 56 days from the date of issue of certificate.

Payments shall be made into a bank account, nominated by the Contractor in Indian rupees in a bank in India unless otherwise permitted in Special Conditions of Contract. If payments are to be made in more than one currency, separate bank accounts may be nominated by the contractor for each currency, and payment shall be made by the Employer accordingly.

**Statement at Completion 11.7**

Not later than 60 days after the issue of the Taking Over Certificate for the whole of Works, the Contractor shall submit, to the Engineer, three copies of a statement at completion with supporting documents, showing in detail, in the form approved by the Engineer under Sub-clause 11.4.:

- a) the final value of all Work done in accordance with the Contract, up to the date stated in such Taking Over Certificate,
- b) any further sums which the Contractor considers to be due, and
- c) an estimate of amounts which the Contractor considers will become due to him under the Contract.

The estimated amounts shall be shown separately in such statement at completion. The Engineer shall certify payment under Sub-clause 11.5.

**Application for Final Payment Certificate 11.8**

Not later than 56 days after the issue of the Performance Certificate, the Contractor shall submit to the Engineer three copies of a draft final statement with supporting documents showing in detail, in a form approved by the Engineer:

- a) the value of all Work done in accordance with the Contract, and
- b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

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

If, following discussions between the Engineer and the Contractor and any





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

<b>Discharge</b>	<b>11.9</b>	When submitting the final statement, the Contractor shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all monies due to the Contractor under the Contract. Such discharge may state that it shall become effective only after payment due under the Final Payment Certificate has been made and the Performance Security referred to in Sub-clause 4.2 has been returned to the Contractor.
<b>Issue of Final Payment Certificate</b>	<b>11.10</b>	<p>The Engineer shall issue to the Employer, with a copy to the Contractor, the Final Payment Certificate within 28 days after receiving the Final Statement and written discharge in accordance with Sub-clause 11.8 and 11.9 respectively, stating:</p> <ol style="list-style-type: none"> <li>a) the amount which is finally due, and</li> <li>b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.</li> </ol> <p>If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-clauses 11.8 and 11.9, the Engineer shall request the Contractor to do so. If the Contractor fails to make such an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he considers to be due.</p> <p>Notwithstanding anything contained herein the issue of Final Payment Certificate would not restrict/hinder the right of the Employer in Law/under the Contract to recover from the Contractor in loss, damage, compensation arising out of fraudulent practice/corrupt practices indulged into by the Contractor prior to the execution of the Contract, during the execution of the Contract and after the completion of the Contract.</p> <p>Notwithstanding anything contained herein, the issue of Final Payment Certificate would not absolve the Contractor from any liability/loss/damage/compensation towards the Employer in Law and/or under the Contract arising out of latent and hidden defects in the Works executed by the Contractor under the Contract.</p>
<b>Cessation of Employer's Liability</b>	<b>11.11</b>	In respect of any matter or thing arising out of (or in connection with) the Contract or execution of the Works before the issue of the Taking Over Certificate for the whole of the Works, the Employer shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Statement at Completion described in Sub-clause 11.7. For any such matter or thing arising after the issue of the Taking Over Certificate for the whole of the Works, the Employer shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Final Statement.
<b>Calculation of Payments in Foreign Currency</b>	<b>11.12</b>	All payments made by the Employer pursuant to the terms of the Contract shall be in the currency or currencies specified in the Contract. Wherever any sum in a foreign currency has to be converted into Indian Rupees for any purpose, the exchange rate to be employed for such conversion shall be the selling rate of exchange at the close of business of the State Bank of India, 28 days before the latest date of submission of Tenders.
<b>Round off</b>	<b>11.13</b>	In every payment to the Contractor, sums of less than fifty paise shall be omitted and sums of fifty paise and more up to one rupee shall be reckoned as one rupee.
<b>Payment By Cheque and E-Payment</b>	<b>11.14</b>	All payments to the Contractor will be made by cheque or "E-Payment" as desired by the Employer.





<b>Tax Deduction at Source</b>	<b>11.15</b>	Tax deductions will be made at source as per statutory requirement from every payment made to the Contractor at rates notified from time to time.
<b>Production of Vouchers</b>	<b>11.16</b>	<p>i. The Contractor shall, whenever required by the Engineer, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the Parties.</p> <p>ii. If any part or item of the Work is allowed to be carried out by a Sub-contractor, assignee or any subsidiary or allied Firm, the Engineer shall have power to secure the books of such Sub-contractor, assignee or any subsidiary or allied Firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders.</p>
<b>Withholding and Lien for Sums Claimed</b>	<b>11.17</b>	<p>i. The Employer shall have lien over all or any moneys that may become due and payable to the Contractor under the Contract, and/or over the deposit of Performance Security or other amount or amounts made under the Contract and which may become payable to the Contractor.</p> <p>ii. And further, unless the Contractor pays and clears immediately on demand any claim of the Employer, the Employer shall at all times be entitled to deduct the amount of the said claim from the moneys, securities and / or deposits which may have become or will become payable to the Contractor under the presents, or under any other Contract or transaction whatsoever between the Employer and the Contractor even if the matter stands referred to Arbitration. The Contractor shall have no claim for any interest or damage whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor.</p>
<b>Signature on Receipts for Payments</b>	<b>11.18</b>	Every receipt of payment to Contractor including refund of the Performance Security shall be signed by the person authorized to do so on his behalf. In the event of death of any of the Contractor's partners in case the Contractor is a partnership firm, during the currency of the Contract, it is hereby expressly agreed that every receipt by any one of surviving Contractor's partners, shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid, provided that nothing in this Clause shall be deemed to prejudice or affect any claim, which the Employer may hereafter have against the legal representatives of any Contractor's partner so dying, for or in respect of breach of any of the conditions of the Contract. Provided also that nothing contained in this clause shall be deemed to prejudice or affect the respective rights and obligations of the Contractor's partners, or of the legal heirs / representatives of any deceased Contractor / partner interse.
<b>Post Payment Audit</b>	<b>11.19</b>	It is an agreed term of the Contract, that the Employer reserves to himself the right to carry out a post payment audit and / or technical examination of the Works, and the Final bill including all supporting vouchers, abstracts, etc., and to make a claim on the Contractor for the refund of any excess amount paid to him, if as a result of such examination, any over-payment to him is discovered to have been made in respect of any Work done or alleged to have been done by the Contractor, under the Contract. If any under-payment is discovered, the same shall be paid by the Employer to the Contractor. Such payments or recoveries, however, shall not carry any interest.
<b>Recovery of money due to the Employer</b>	<b>11.20</b>	All damages (including, without limitation, Liquidated Damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract (including, without limitation,





Liquidated Damages) and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other Contract between the Employer and the Contractor.

When the Contractor has as per the provision of the Contract assigned to a third Party the right to receive monies due, or, to become due, under the Contract to the Contractor or charged such monies in favour of a third Party, the Employer's right to deduct damages (including without limitation Liquidated Damages), costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer from monies due to the Contractor under the Contract shall be limited to the right expressed above.

	<b>12</b>	<b>Variations</b>	
<b>Right to Vary</b>	<b>12.1</b>	All Variations shall be recorded in a written instruction from the Engineer either as a Contractor's Variation or as an Employer's Variation, and shall not be implemented by the Contractor without such an instruction in writing from the Engineer. No Variation shall in any way vitiate or invalidate the Contract. The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation. If the Construction and/or Manufacture Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.	
<b>Contractor's Variations</b>	<b>12.2</b>		
<b>Variation Proposals</b>	<b>12.2.1</b>	The Contractor may submit to the Employer, in writing at its own cost, any engineering proposal as Contractor's Variation for modifying the Employer's Requirements, provision of additional land, access or feasibility over and above that is provided in the Contract for the purpose of saving in time, construction or manufacture costs. Such Variation proposal shall not impair the essential character, functions or characteristics or the Work, including Service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.	
		The Contractor shall provide his Variation proposal in a time limit prescribed by the Engineer. The Engineer's decision in this regard shall be communicated to the Contractor within a reasonable period of time. If by any reason, the time limit specified by the Engineer is exceeded, the proposal may not be considered.	
		The decision of the Engineer in this regard shall be final and binding.	
<b>Contents of Variation</b>	<b>12.2.2</b>	If the Employer requires or accepts it, and if the Contractor wants to proceed with the proposal, the Contractor must provide (at no cost to the Employer) a detailed report prepared by a Consultant acceptable to the Employer and which shall include:	
		a. a general description of the original Contract requirements for the Works and the proposed changes	
		b. a detail of all the proposed modifications to the drawings and specifications	
		c. a detail of all Work and goods affected by the value engineering proposal	
		d. a detailed estimate of the construction cost based on the original Contract requirements and based on the proposed changes	
		e. any resultant time extensions or reductions for the Contract	
		f. statement to the extent of minimum saving expected. The Contractor's cost of preparing the Variation proposal shall be excluded in determining the estimated net savings in construction costs.	
<b>Employer Review</b>	<b>12.2.3</b>	The Employer may in his sole discretion, accept or reject the Contractor's Variation or any part thereof and determine the estimated net saving in the construction cost. The Employer shall not be liable for delays or damages to the Contractor due to any failure of the Employer to accept or act upon any such Variation proposal submitted pursuant to this Clause.	

Once, the Employer or the Engineer rejects the Contractor's Variation





		during proposition due to any reason, it shall not be pursued by Contractor in any other form.
<b>Amendments- Employer Issuance</b>	<b>12.2.4</b>	If the Variation proposal is acceptable to the Employer/Engineer in whole or in parts, it will be accepted by execution of an amendment or by communication in writing. Such amendment/communication in writing shall identify all the changes in the specifications, Contract Period etc. and shall specify net savings on construction costs which shall be adjusted in the Contract value by the Employer.
<b>Contractor's Acceptance and Payment</b>	<b>12.2.5</b>	The Contractor shall either accept or reject any proposed amendment/communication in writing executed by the Engineer pursuant to this section within 5 working days of its receipt date from the Employer. If the Contractor does not reject the same in the period stipulated above, the amendments /communication in writing shall be deemed to be accepted by the Contractor and shall become a Variation to the Contract. The Contractor's acceptance shall be unconditional and the Contract value / price shall be adjusted by the amount of saving due to the Variation.
<b>Employer's Variations</b>	<b>12.3</b>	<p>If the Engineer requests a proposal, prior to instructing a Variation which may be for additional work or alteration in the work on deletion / reduction in the scope of work, the Contractor shall submit at his own cost within 14 days or such period as the Engineer may allow of the receipt of such request of the Engineer</p> <ol style="list-style-type: none"> <li>a. a description of the proposed design and/or work to be performed and a programme for its execution,</li> <li>b. the Contractor's proposal for any necessary modifications to the programme according to Sub-clause 4.13, and</li> <li>c. the Contractor's proposal for adjustment to the Contract Price, Time for Completion and/or modifications to the Contract.</li> </ol>
<b>Variation Procedure</b>	<b>12.4</b>	<p>The Engineer shall, as soon as practicable after receipt of proposals under sub- clauses 12.2 and / or 12.3, respond with approval, rejection or comments.</p> <p>If the Engineer instructs or approves a Variation, he shall proceed in accordance with Sub-clause 3.5 to agree or determine adjustments to the Contract Price, Time for Completion and Schedule of Payments.</p> <p>After receipt of proposal, it will be the prerogative of the Employer, whether to Instruct and proceed ahead with the Variation or drop the proposal in part or full. In that case, no cost of preparing and submitting the proposal will be payable to Contractor. In case, the design part of Variation has been completed on submission of same to the Engineer, the Employer decides to abandon the Variation, only cost for design to the extent of work done will be paid to the Contractor.</p>
<b>Variation in the Bill of Quantities</b>	<b>12.5</b>	<p>Clause 12.5 - Variation in the Bill of Quantities</p> <p>A. This sub clause shall be applicable to Schedules of measurement Contracts. This clause shall also be applicable to item rates / Provisional Sum Schedules of Lump-Sum Contracts</p> <p>The quantities of items and /or Provisional Sum, shown in different Schedules of BOQ are approximate, and liable to vary during the actual execution of the work. Some items may have to be added or deleted. The Contractor shall be bound to carry out and complete the stipulated Work as instructed by the Engineer, irrespective of the magnitude of variations including additions or deletion in the Bill of Quantities. Variations shall be paid as follows:</p> <ol style="list-style-type: none"> <li>(i) Schedules having items rates with quantities : <ol style="list-style-type: none"> <li>a) At the accepted rates of the Contract for Positive variation in quantities of items to the extent of 25%. In case of variation in quantities on minus side, Contract rates will be payable at the accepted rates of the Contract for the executed quantities.</li> </ol> </li> </ol>





- b) In case the Variation in individual items (except for items under Para c), d) & e) below) as stipulated above: is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before execution of the extra quantity.
  - c) In case of earth work, the aforesaid Variation limit of 25% shall apply to the gross quantity of earth work and Variation in the quantity of individual classifications of soil will not be subject to this limit where any Variation can take place.
  - d) In case of foundation work, no Variation limit applies and Contractor shall carry out the Work, at the accepted rates of the Contract irrespective of any Variation.
  - e) Variation in the quantity of items individually costing upto 1% of total Original Contract Value or ₹50 lakh, whichever is less, shall be payable at the accepted rates of the Contract, till the value of such individual item on account of Variation reaches upto 2% of the total Original Contract Value or ₹1 crore, whichever is less. Negotiation of rates for such items shall be conducted only for the exceeded quantity beyond 2% of the Original Contract Value or ₹1 crore, whichever is less.
- (ii) Schedules having Provisional Sum (containing only rates of items but without quantities) / Items having Provisional Sum (e.g. referring to Standard Schedules of Rates etc.) :
- a) At the accepted rates of the Contract for Positive Variation in Provisional Sum to the extent of 25%. In case of Variation in Provisional Sum on minus side, Contract rates will be payable at the accepted rates of the Contract for the executed quantities.
  - b) In case the Variation in Provisional Sum as stipulated above: is more than 25% on plus side, the rate for works under item A.(ii) beyond 25% Variation in Provisional Sum shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at, before its execution.

#### B. Deriving Rates For New Items / Negotiation

This Sub-clause shall be applicable to all Schedules of BOQ including Lump-Sum Schedule.

- (i) In case Engineer introduces an item for which the Contract does not contain any rates or prices applicable to the varied Works, the rate of such items shall be derived, wherever possible, from rate for similar items available in the Bill of Quantities of the accepted Tender. In case this is not possible, the rate may be decided on the following basis:
  - a) Cost of Materials at current market price, as actually utilised in the final finished Permanent Works, including a reasonable percentage for wastage and transportation.
  - b) Cost of enabling works if any (unless provided for separately) worked out on the above basis but with less stringent quality. Specifications minus salvage value of serviceable material released after completion of Work and cost of material released as scrap.
  - c) Cost of labour actually used at the site of Work at rates under Payment of Minimum Wages Act for the area of Work for each category of worker, further enhanced by a percentage of 10% of the aforesaid rates to account for labour not directly utilised at Site and other ancillary and incidental expenses on labour.
  - d) Hire charges for Plant & Machinery, scaffolding, shuttering, forms, etc., required to be used at the site of the work. The tools used by the various trades shall not be counted as Plant & Machinery for this purpose.





- e) An amount of 20% of items B.(i) a), b), c) and d) above to allow for Contractor's overheads including water/electricity charges and labour cess etc., profits and corporate taxes etc. No such percentage shall be applicable to the estimated cost of Materials supplied free of cost to the Contractor.
- f) In all cases where extra items of Work are involved, for which there are no rates in the accepted Bill of Quantities, the Contractor shall give a notice to the Engineer, of at least 7 days before the need for its execution arises.

In the event of disagreement in respect of items A (i) b), A (i) e), A (ii) b) and B (i) above, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25%/new items executed through any other Agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and/or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.

**Payment in Applicable Currencies**

- 12.6** If the Contract provides for payment of the Contract Price in more than one currency, and an adjustment is agreed or fixed as stated above, the amount payable in each of the applicable currencies shall be specified when the adjustment is agreed or fixed. In specifying the amount in each currency, the Contractor and the Engineer (or, failing agreement, the Engineer) shall take account of the actual or expected currency proportions of the Cost of the varied Work, without being bound by the proportions of various currencies specified for payment of the Contract Price.

**Notice to Contractor**

- 13** **Termination of the Contract**
- 13.1** If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.

**Termination of Contract Due to Contractor's Default**

**13.2**

**Conditions Leading to termination of Contract**

- 13.2.1** The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,
- a) fails to comply with a notice under Sub-clause 13.1
  - b) abandons or repudiates the Contract
  - c) without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with the Contract
  - d) Sub-contracts the whole of the Works or assigns the Contract without approval of the Employer
  - e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
  - f) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
  - g) 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; or
- h) fails to remove materials from the Site, or pull down and replace Work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or
  - i) fails to take steps to employ competent and/or additional staff and labour, or
  - j) fails to afford the Engineer or his Representative proper facilities for inspecting the Works or any part thereof, or
  - k) indulges in corrupt or fraudulent practices as explained in Clause 4.33
- 13.2.2** In any one of these events or circumstances, the Employer may upon giving 14 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in case of sub-paragraph (e) or (k), the Employer may by notice of 7 days to the Contractor, terminate the Contract immediately.
- 13.2.3** For the purpose of sub-para (c) above, of this clause, reasonable excuse shall be the one, which in the opinion of the Engineer has resulted from, any circumstance which
- is beyond the Employer's or Contractor's control and
  - made the failure unavoidable and it is evidenced by the Contractor to the satisfaction of the Engineer that the failure was remedied without unreasonable delay once that obstacle was out of the way.
- 13.2.4** In case of Sub-para(g), the Engineer 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 get it completed or arranged from 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.
- 13.2.5** The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.
- 13.2.6** 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 without risk and cost of the failed Contractor. The failed Contractor shall be debarred from participating in the Tender for executing the balance Work. If the failed Contractor is a JV/Consortium or a partnership Firm, then every member/partner of such JV/Consortium or partnership Firm shall be debarred from participating in the Tender for the balance Work either in his/her individual capacity or as a partner of any other JV/Consortium or partnership Firm.
- 13.2.7** The Engineer shall not make a claim under the Performance Security except for amounts to which the DMRC is entitled under the Contract (Not withstanding and/or without prejudice to any other provisions in the Contract Agreement) in the event of:
- i) Failure by the Contractor to extend the validity of the Performance Security as described herein above, in which event the Engineer may claim the full amount of the Performance Security.
  - ii) Failure by the Contractor to pay DMRC any amount due, either as agreed by the Contractor or determined under any or the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - iii) The Contractor being determined or rescinded under provision of the GCC in which event, the Performance Security shall be forfeited in full and shall be absolutely at the disposal of the DMRC.
- Valuation at the date of Termination** **13.2.8** The Engineer shall, as soon as possible after termination under Sub-clause 13.2.1, determine and advise the Contractor of the value of the Construction and/or Manufacture Documents, Plant, Rolling Stock, Materials, Contractor's Equipment and Works and all sums then due to the Contractor as at the date of termination.





<b>Payment after Termination</b>	<b>13.2.9</b>	<p>After termination under Sub-clause 13.2.1, the Employer shall not be liable to make any further payments to the Contractor until the costs of design, manufacture, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established and recovered.</p> <p>The Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-clause 13.2.8. If there are no such extra costs, the Employer shall pay any balance to the Contractor.</p>
<b>Non-exercise of power not to constitute waiver</b>	<b>13.2.10</b>	<p>Provided always that in case any of the powers conferred upon the Employer by Sub-clause 13.1 and Sub-clause 13.2.1 above, shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.</p>
<b>Default of Employer</b>	<b>13.3</b>	
<b>Notice by Contractor</b>	<b>13.3.1</b>	<p>In the event of the Employer:</p> <ol style="list-style-type: none"> <li>a. failing to pay the Contractor, without reasonable cause, the certified amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-clause 11.6 within which payment has to be made, subject to any deduction that the Employer is entitled to make under the Contract, or</li> <li>b. becoming bankrupt or, being a Company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation,</li> </ol> <p>then, the Contractor may give notice requiring the Employer to remedy the default within 28 days after receipt of the notice. If the Employer fails to remedy the default or fails to propose steps reasonably acceptable to the Contractor to do so and in that case, the Contractor may terminate the Contract after issue of 14 days notice to the Employer with a copy to the Engineer. In this case, the Contractor shall be compensated as per Sub clause 13.3.4</p> <p>The Engineer's decision on the certified amount payable on this account shall be final and binding.</p>
<b>Contractor's Entitlement to Suspend the Work</b>	<b>13.3.2</b>	<p>The Contractor may, if the Employer fails to pay the Contractor the certified amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-clause 11.6, within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days' prior notice to the Employer, with a copy to the Engineer, suspend Work or reduce the rate of progress of Work.</p> <p>If the Contractor suspends Work or reduces the rate of progress of Work in accordance with the provisions of this Sub-clause and thereby suffers delay or incurs costs the Engineer shall, after due consultation with the Employer and the Contractor, determine:</p> <ol style="list-style-type: none"> <li>a. any extension of time to which the Contractor is entitled under Sub-clause 8.4, and</li> <li>b. the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.</li> </ol>
<b>Cessation of Work by Contractor</b>	<b>13.3.3</b>	<p>After termination under Sub-clause 13.3.1, the Contractor shall:</p> <ol style="list-style-type: none"> <li>a. cease all further Work, except for such Work as may be necessary and instructed by the Engineer for the purpose of making safe or protecting those parts of the Works already executed, and any Work required to leave the Site in a clean and safe condition,</li> <li>b. hand over all Construction and/or Manufacture Documents, Plant, Rolling stock, and Materials for which the Contractor has received payment,</li> <li>c. hand over those parts of other Works executed by the Contractor up to the date of termination, and</li> <li>d. remove all Contractor's Equipment if not required by the Employer which is on</li> </ol>





- the Site and repatriate all his staff and labour from the Site.  
Any such termination shall be without prejudice to any other right of the Contractor under the Contract.
- Payment on Termination**      **13.3.4**      After termination under Sub-clause 13.3.1, the Employer shall return the Performance Security, if not invoked and shall pay the Contractor an amount calculated and certified in accordance with the following conditions:.
- a. The value of approved materials actually brought to the site and reasonably required to execute the Works during next three months, as per approved Programme, and
  - b. Value of Work completed up to date by the Contractor at rates specified in the Contract, after taking into account any deductions, retentions, setoff, damages, compensation, loss payable to Employer etc.
  - c. In addition, a sum not exceeding 2% (two percent) of the value of the work remaining incomplete on the date of Termination notice taking effect.
- The payment as above shall be the full compensation for termination under this Clause and the Contractor shall have no claim for damages or other entitlements whether under the Contract or otherwise.
- 13.3.5**      In case termination/foreclosure of the Contract under whatsoever circumstances, any remaining Tools, Plants, Equipments and surplus materials of Employer with Contractor will be returned to the Employer in good condition at Employer's depot at Contractor's cost. In case of the failure of the Contractor to do so, the Employer will be entitled to recover their cost from the Contractor from the amount becoming due to the Contractor or from any other money due in any other Contracts. The decision of the Engineer of the amount to be recovered will be final and full credit at rates initially charged to the Contractor shall be allowed for such materials. Similarly the Employer shall be entitled to recover the cost of the unreturned material, Plant, Equipment and Tools from the Contractor where such material have been supplied free of cost or on lease basis to the Contractor as stipulated in the Conditions of Contract.
- 14**      **Risk and Responsibility**
- Indemnity**      **14.1**      The Contractor shall indemnify and hold harmless the Employer, the Engineer, the Designated Contractors, Representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his Representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same.
- These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:
- a) sickness, or disease, or death of, or injury to any person; and
  - b) loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and
  - c) loss, damage or costs arising from the carriage of Plant, Rolling Stock and Materials and/or ownership or chartering of marine vessels by the Contractor, or any Sub-contractor of any tier.
- The Contractor shall also indemnify and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc as detailed out in clause 5.8.
- All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. The decision of the Engineer as to compensation claimed shall be final and binding.





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





<b>Contractor's Risks</b>	<b>14.5</b>	The Contractor's risks are all risks other than the Employer's risks given in Sub-clause 14.3.
<b>Limitation of Liability</b>	<b>14.6</b>	<p>Except as provided otherwise in these Conditions, neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any Contract or any other indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. The total liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub-clause shall not limit the liability of the Contractor:</p> <p>a) under Sub-clauses 4.18, 4.19, 5.7, 8.6, and Clauses 7.10 and 7.11</p> <p>b) under any other provisions of the Contract which expressly impose a greater liability,</p> <p>c) in cases of fraud, wilful misconduct or illegal or unlawful acts, or</p> <p>d) in cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances.</p>
	<b>15</b>	<b>Insurance</b>
<b>Professional Indemnity Insurance</b>	<b>15.1</b>	<p>The Contractor shall effect and maintain Professional Indemnity Insurance, preferably in the name of DMRC, for the amount in Indian Rupees stipulated in Appendix to the Form of Tender in respect of any design of the Works to be carried out by, or on behalf of the Contractor. This insurance, which shall ensure the Contractor's liability by reason of professional negligence and errors in the design of the Works, shall be valid from the date of commencement of Works, until 5 years after the date of issue of Performance Certificate. Alternatively the Contractor shall renew the insurance before the expiry of the Yearly Insurance in such a way that the entire validity period is covered.</p> <p>The Engineer will not issue Final Payment Certificate until the Contractor has produced evidence that coverage of the Professional Indemnity Insurance has been provided for the aforesaid period.</p>
<b>Insurance for Works and Contractor's Equipment</b>	<b>15.2</b>	<p>The Contractor shall insure the Plant, Rolling stock, Materials and Works in the joint names of the Employer, the Contractor and Sub-contractors (wherever applicable) against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed in Sub-clause 14.3 sub paragraphs (a), (b), (d) and (e). Such insurance shall be for a limit of not less than the full replacement cost (including profit) and shall also cover the costs of demolition and removal of debris. Such insurance shall be in such a manner that the Employer and the Contractor are covered from the commencement date until the date of issue of the Taking Over Certificate for the whole of Works. However for the Works having multiple Sections / Parts in one Contract, such insurance shall be in such a manner that the Employer and the Contractor are covered from the commencement date until the date of issue of the Taking over Certificate for respective Part of Works. The Contractor shall extend such insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking Over Certificate, and for loss or damage occasioned by the Contractor or Sub-contractors in the course of any other operations (including Clauses 7.10, 7.11 and 10).</p> <p>The Contractor shall insure the Contractor's Equipment against all risks in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed in Sub-clause 14.3 sub- paragraphs (a), (b), (d) and (e). Such insurance shall be for a limit of not less than the full replacement value (including delivery to Site). Such insurance shall be in such a manner that each item of equipment is insured while it is being transported to the Site and throughout the period it is on or near the Site.</p>





- |   |             |  |
|---|-------------|--|
| <b>Insurance against injury to Persons and Damage to Property</b> | <b>15.3</b> | The Contractor shall insure against liability to third Parties in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-clause 15.2) or to any person (except persons insured under Sub-clause 15.4), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate. Such insurance shall be at least for the amount specified in the Appendix to Form of Tender. |
| <b>Insurance for Workers</b>                                      | <b>15.4</b> | The Contractor shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Sub-contractor (wherever applicable) in such a manner that the Employer and the Engineer are indemnified under the policy of insurance. For Sub-contractor's employees (wherever applicable), such insurance may be effected by the Sub-contractor, but the Contractor shall be responsible for compliance with this Clause.   |
| <b>General Requirements for Insurances</b>                        | <b>15.5</b> | <p>The Contractor shall, within the respective periods stated in the Appendix to Form of Tender (calculated from the Commencement Date), submit to the Employer:</p> <p>a) evidence that the insurances described in this Clause have been effected, with an Indian Insurance Company and</p> <p>b) copies of the policies for the insurances described in Sub-clause 15.2, 15.3 and 15.4.</p>   |

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

The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer. The Contractor would obtain waiver of right of subrogation from the insurer on the aforesaid policies of insurance. Each Policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify such loss or damage. Payments received from insurers shall be used for the rectification of such loss or damage.

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

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide satisfactory evidence, policies and receipts in accordance with this Sub-clause, the Employer may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default, and pay the premiums due. In such cases the premium paid by the Employer plus overheads (equal to 50% of the premium paid) shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due, or to become due, to the Contractor or recover the same as debt due from the Contractor. The Contractor shall not dispute the amount of premium paid by the Employer or the overhead charges thereon.

Nothing in this clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amount not insured or not recovered from the insurers shall be borne by the Contractor.

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





		The Employer would be entitled to deduct from the Contract price, the premium of Insurance Policies which have not been paid or the premium of the Insurance Policies which have not been taken by the Contractor, in breach of the Contract conditions.
	<b>16</b>	<b>Force Majeure</b>
<b>Definition of Force Majeure</b>	<b>16.1</b>	<p>In this Clause, "Force Majeure" means an event beyond the control of the Employer and the Contractor, which makes it impossible or illegal for a Party to perform, including but not limited to:</p> <ol style="list-style-type: none"> <li>a) act of God;</li> <li>b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;</li> <li>c) rebellion, revolution, insurrection, or military or usurped power, or civil war;</li> <li>d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly;</li> <li>e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors currently or formerly engaged on the Works.</li> </ol> <p>If a Party considers that it may be affected by Force Majeure, the party shall promptly notify the other Party and Engineer of such Force Majeure within 21 days of such occurrence. If neither Party issues any notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract shall continue to have no effect as such.</p>
<b>Effect of Force Majeure Event</b>	<b>16.2</b>	Neither the Employer nor the Contractor shall be considered in default or in Contractual breach to the extent that performance of obligations is prevented by a Force Majeure event which arises after the date of Notice to Proceed. Upon the occurrence of such Force Majeure, the affected Party shall endeavour to continue to perform its obligations as far as reasonably practicable.
<b>Contractor's Responsibility</b>	<b>16.3</b>	If affected by such Force Majeure, the Contractor shall promptly notify the Engineer of any proposals for overcoming the consequences of the Force Majeure, including any reasonable alternative means for performance, but shall not carry out these proposals without the consent of the Engineer.
<b>Employer's Responsibility</b>	<b>16.4</b>	If affected by such Force Majeure, the Employer shall promptly notify the Engineer and the Contractor of any proposals for overcoming the consequences of the Force Majeure.
<b>Payment to Contractor</b>	<b>16.5</b>	If the Works shall suffer loss or damage due to such Force Majeure, the Contractor shall be entitled to have included, in an Interim Payment Certificate, the Cost of Work executed in accordance with the Contract.
<b>Resumption of Work</b>	<b>16.6</b>	<p>The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.</p> <p>In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this Clause, the decision of the Engineer shall be final and binding.</p> <p>Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any Work that has been measured shall be borne by the Employer.</p>
<b>Optional Termination, Payment and Release</b>	<b>16.7</b>	Irrespective of any extension of time, if a Force Majeure occurs and its effect continues for a period of 6 months, after notice has been given under Sub-clause 16.1, either Party may give to the other party a notice of termination of the Contract which shall take effect in 28 days after the notice is given. Unless at the end of 28 days period the effect of the Force Majeure has ceased, the Contract shall terminate upon that date. Otherwise, the Contract shall remain in effect.





		<p>The Contractor shall be paid fully for the Work done under the Contract, but not for any defective Work or Work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any Plant, Rolling Stock and Materials lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.</p>
<b>Release from Performance Under the Law</b>	<b>16.8</b>	<p>If under the law of the Contract, the Employer and the Contractor are released from further performance, the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-clause 16.7, if the Contract had been terminated under that Sub-clause.</p>
	<b>17</b>	<b>Claims, Disputes, Conciliation and Arbitration</b>
<b>Procedure for Claims</b>	<b>17.1</b>	<p><b>Procedure for Claims</b></p> <p>If the Contractor intends to claim any additional payment under any Clause of these Conditions or otherwise, the Contractor shall give notice to the Engineer as soon as possible and in any event within 28 days of the start of the event giving rise to the claim. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.</p> <p>The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer shall on receipt of such notice, inspect such records, monitor the record-keeping and/or may instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all such records, and shall (if instructed) submit copies to the Engineer.</p> <p>Within 28 days of such notice, or such other time as may be agreed by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <ol style="list-style-type: none"> <li>a) this fully detailed claim shall be considered as interim;</li> <li>b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated amount claimed, and such further particulars as the Engineer may reasonably require; and</li> <li>c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.</li> </ol> <p>If the Contractor fails to comply with this Sub-clause, he shall not be entitled to claim any additional payment.</p>
<b>Payment for Claims</b>	<b>17.2</b>	<p>The Contractor shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Engineer considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated.</p>
<b>No legal action Till Dispute Settlement Procedure is Exhausted</b>	<b>17.3</b>	<p>Any and all Disputes shall be settled in accordance with the provisions of Clause 17. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 17 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.</p>
<b>Notice of Dispute</b>	<b>17.4</b>	<p>For the purpose of Sub-clause 17.5, 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 28 days after the date of issue of Performance Certificate by the Engineer.</p>





- Two Stages for Dispute Resolution** 17.5 Disputes shall be settled through two stages:
- Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2019 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;
  - Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2019 and any statutory modification or re-enactment thereof and in accordance with this Clause.
- Conciliation** 17.6 Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to Conciliation.
- Conciliation proceedings shall be initiated within 30 days of one Party inviting the other in writing to Conciliation. Conciliation shall commence when the other Party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the Party initiating Conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other Party accordingly.
- The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the Parties to reach an amicable settlement in an independent and impartial manner.
- Conciliation Procedure** 17.7 The Employer shall maintain a panel of Conciliators, 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, 2019 and any statutory modification or re-enactment thereof.
- There will be no objection if Conciliator so nominated is a serving employee of DMRC 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 endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.
- Each Party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.
- When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the Parties, he shall formulate the terms of a possible settlement and submit them to the Parties for their observations. After receiving the observations of the Parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.
- If the Parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the Parties, the Conciliator may draw up, or assist the Parties in drawing up, the settlement agreement. When the Parties sign the Settlement Agreement, it shall be final and binding on the Parties and persons claiming under them respectively.
- The Conciliator shall authenticate the Settlement Agreement and furnish a copy thereof to each of the Parties. As far as possible, the Conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.
- The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the Conciliation proceedings.
- Termination of Conciliation Proceedings** 17.8 The Conciliation proceedings shall be terminated:
- by the signing of the Settlement Agreement by the Parties on the date of agreement; or
  - by written declaration of the Conciliator, after consultation with the Parties, to the effect further efforts at Conciliation are no longer justified, on the date of declaration; or





- c) by a written declaration of the Parties to the Conciliator to the effect that the Conciliation proceedings are terminated, on the date of declaration; or
- d) by a written declaration of a Party to the other Party and the Conciliator, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of declaration.

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

**Arbitration****17.9**

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 touching or relating to construction/ manufacture, measuring operation or effect of the Contract 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 under Clause 17.1 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, Delhi Metro Rail Corp. Rail Limited, New Delhi (MD/DMRC).
- 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, 2019 and any statutory modification or re-enactment thereof.

Further, it is agreed between the Parties as under:

**17.9.1**

Number of Arbitrators: 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 ₹2.00 crores;
- ii) 3 (Three) Arbitrators in all other cases.

**17.9.2**

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/DMRC, 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 the request of the Employer then MD/DMRC shall appoint any one Arbitrator from the panel of 03 Arbitrators, as sole Arbitrator.
- ii) In case of 3 Arbitrators:
  - a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/DMRC, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any one 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/DMRC 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/DMRC 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 or 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 date, then, upon the request of either or both Parties, the Presiding Arbitrator shall be appointed by the Managing Director / DMRC, New Delhi.

- 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/DMRC fails to act without undue delay, the MD/DMRC 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.

17.9.3 Qualification and Experience of Arbitrators (to be appointed as per Sub-clause 17.9.2 above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

a Working / Retired Officer (not below E-8 grade in a PSU with which DMRC has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; 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 of Construction Contracts; 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 DMRC or a PSU with which DMRC has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction Contracts 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.

17.9.4 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 including having due regard to the delay in making it.

17.9.5 Neither Party shall be limited in the proceedings before such Arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer 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 nor did arguments previously put before during settlement through Conciliation proceedings.

17.9.6 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 , 2019 or as amended up to date.

17.9.7 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/Engineer that the final bill is ready for signature of the Contractor(s), 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 Contract in respect of these claims.





	17.9.8	Arbitration proceedings shall be held at New Delhi, India and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be in English.
	17.9.9	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 Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral Tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.
	17.9.10	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.
	17.9.11	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 30 days of the receipt of award.
	17.9.12	A Party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the Arbitral proceedings but omitted from the Arbitral award.
<b>Interest on Arbitration Award</b>	17.10	Where the Arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.
<b>Cost of Conciliation/ Arbitration</b>	17.11	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.
<b>Jurisdiction of Courts</b>	17.12	Where recourse to a Court is to be made in respect of any matter, dispute, issue arising out of or under the Contract or connected with the Contract the Appropriate court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes issues, dispute arising out of or under the Contract or connected with the Contract between the Parties.
<b>Suspension of Work on Account of Arbitration</b>	17.13	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.
	<b>18</b>	<b>Service of Notices</b>
<b>Notice to Contractor</b>	18.1	<p>a. All notices to the Contractor, shall be served by post or telex or telefax or e-mail or by hand to the Contractor or his authorized Representatives. In case of notices delivered by post, they will be deemed to have been delivered after 7 days of dispatch.</p> <p>b. The Contractor shall, on award of the Contract, furnish to the Engineer, the name, designation, address and telephone, telex and telefax numbers and e-mail address of his representative referred to in Clause 4.3.</p>
<b>Notice to Employer and Engineer</b>	18.2	All notices to the Employer or Engineer shall be served by post or telex or telefax, or by e-mail or by delivering by hand to the address nominated for the purpose.
<b>Change of Address</b>	18.3	Parties to the Contract may change their address by Employer with a notice to all concerned.





## DELHI METRO RAIL CORPORATION LIMITED

No. DMRC/20/III-502/2018

Date: 29.01.2021

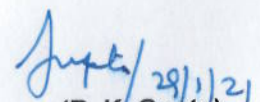
Correction Slip No. 1

Sub.: Correction Slip No. 1 to General Conditions of Contract (Nov, 2019)

Clause No. 11.20 (Recovery of money due to the Employer) and Sub-Clause 13.2.4 (Termination of part of the Contract) of GCC (Nov 2019) are revised as follows:

S. No.	Clause No.	Existing Clause	Revised Clause
1.	<b>11.20 (Recovery of money due to the Employer)</b>	<p>All damages (including, without limitation, Liquidated Damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract (including, without limitation, Liquidated Damages) and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other Contract between the Employer and the Contractor.</p> <p>When the Contractor has as per the provision of the Contract assigned to a third Party the right to receive monies due, or, to become due, under the Contract to the Contractor or charged such monies in favour of a third Party, the Employer's right to deduct damages (including without limitation Liquidated Damages), costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer from monies due to the Contractor under the Contract shall be limited to the right expressed above.</p>	<p>All damages (including, without limitation, Liquidated Damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract (including, without limitation, Liquidated Damages) and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other Contract <u>between the Employer and the Contractor or from Performance Security amount.</u></p> <p>When the Contractor has as per the provision of the Contract assigned to a third Party the right to receive monies due, or, to become due, under the Contract to the Contractor or charged such monies in favour of a third Party, the Employer's right to deduct damages (including without limitation Liquidated Damages), costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer from monies due to the Contractor under the Contract shall be limited to the right expressed above.</p>
2.	<b>13.2.4 (Termination of part of the Contract)</b>	<p>In case of Sub-para(g), the Engineer 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 get it completed or arranged from 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>	<p>In case of Sub-para(g), the Engineer 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 get it completed or arranged from 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. <u>In such a case, Performance Security amount shall not be forfeited. However, if it is not possible to recover/ adjust the risk and cost amount from any on-account / final bill of the Contractor under the Contract or any other Contract between the Employer and the Contractor, in that case, the risk and cost amount shall be recovered from the amount of Performance Security by forfeiting it to that extent.</u></p>

This is issued with the approval of MD.

  
(R. K. Gupta)  
Sr.GM/Contract

All EDs, PDs, CGMs, HODs, CPMs, CVO & GM/Legal and GM/IT: For uploading on intranet please

Copy to: DP, DW, DF, DE, DBD, DO & DRS and OSD to MD- For kind information to MD please.

## DELHI METRO RAIL CORPORATION LIMITED

No. DMRC/20/III-502/2018

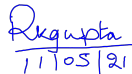
Date: 11.05.2021

**Correction Slip No. 2****Sub.: Correction Slip No. 2 to General Conditions of Contract (Nov, 2019)**

Sub-Clause 11.3.1 of Clause No. 11.3 (Provisional Payment Against Material at Site) is revised as follows:

Clause No.	Sub-Clause	Existing Clause	Revised Clause
<b>11.3 (Provisional Payment Against Material at Site)</b>	11.3.1	A provisional payment on account of main construction materials required for the Permanent Works, shall be paid on request of the Contractor after these materials are brought to Site, against an Indemnity Bond in a form acceptable to Employer is duly executed. The payment shall be limited to 80% of the actual value or assessed value of these materials and the total of such provisional payment on account of construction materials at a time shall be limited to three percent of Original Contract Value or likely average consumption of such materials for three months, whichever is less and at any time the total outstanding provisional payment against material at site shall not exceed four percent of the Original Contract Value. The valuation of the average consumption of such main construction materials shall be approved by the Engineer, whose decision shall be final. Materials which are of perishable nature should be adequately insured.	A provisional payment on account of main construction materials required for the Permanent Works, shall be paid on request of the Contractor after these materials are brought to Site, against an Indemnity Bond in a form acceptable to Employer is duly executed. The payment shall be limited to 80% of the actual value or assessed value of these materials and the total of such provisional payment on account of construction materials at a time shall be limited to three percent of Original Contract Value or likely average consumption of such materials for three months, whichever is less and at any time the total outstanding provisional payment against material at site shall not exceed four percent of the Original Contract Value. The valuation of the average consumption of such main construction materials shall be approved by the Engineer, whose decision shall be final.

This is issued with the approval of MD.

  
 11/05/21  
**(R. K. Gupta)**  
**Sr.GM/Contract**

1. All EDs, PDs, CGMs, HODs, CPMs, CVO & GM/Legal
2. GM/IT: For uploading on intranet please

**Copy to:**

1. DP, DW, DF, DE, DBD, DO & DRS.
2. OSD to MD- For kind information to MD please.



## DELHI METRO RAIL CORPORATION LIMITED

No. DMRC/20/III-502/2018

Date: 14.06.2022

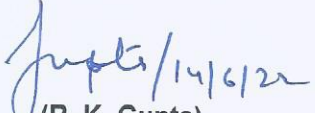
Correction Slip No. 3

Sub.: Correction Slip No. 3 to General Conditions of Contract (Nov, 2019)

First para of Sub-Clause 4.2.1 of Clause No. 4.2 (Performance Security Amount) is revised as follows:

Clause No.	Sub-Clause	Existing Clause	Revised Clause
4.2 (Performance Security Amount)	4.2.1 (First para)	<p>Within 30 days from date of issue of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security, for an amount of ten per cent of the Contract value in types and proportions of currencies in which the Contract Price is payable either in the form of a Bank Draft, FDR or in the form of a Bank Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer. The Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security. In case the Contractor fails to submit the requisite Performance Security within 60 days from the date of issue of LOA, the Contract shall be annulled duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed Contractor shall be debarred not only from participating in re-tender for that work but also in any other tender of DMRC for a period of one year from date of issue of LOA. The approved form provided in the "Instructions to Tenderers" shall be used for Bank Guarantee.</p>	<p>Within 30 days from date of issue of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security, for an amount of ten per cent of the Contract value in types and proportions of currencies in which the Contract Price is payable either in the form of a Bank Draft, FDR or in the form of a Bank Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer. The Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security. In case the Contractor fails to submit the requisite Performance Security within 60 days from the date of issue of LOA, the Contract shall be annulled duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed Contractor shall be debarred not only from participating in re-tender for that work but also in any other tender of DMRC for a period of one year from date of issue <u>of letter of annulment</u> of LOA. The approved form provided in the "Instructions to Tenderers" shall be used for Bank Guarantee.</p>

This is issued with the approval of MD.

  
(R. K. Gupta)  
Sr.GM/Contracts

1. All EDs, PDs, CGMs, HODs, CPMs, CVO & GM/Legal
2. GM/IT: For uploading on intranet please

**Copy to:**

1. DP, DW, DF, DE, DBD, DO & DI.
2. OSD to MD- For kind information to MD please.



No. DMRC/20/III-502/2018

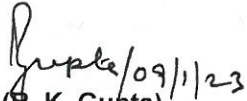
Date: 09.01.2023

Correction Slip No. 4**Sub.: Correction Slip No. 4 to General Conditions of Contract (Nov, 2019)**

Sub-Clause 11.2.2 of Clause No. 11.2 (Advances) is revised as follows:

Clause No.	Sub-Clause	Existing Clause	Revised Clause
11.2 (Advances)	11.2.2 (Advance against Plant and Machinery)	<p>Plant and Machinery Advance shall generally be limited to 5% of Original Contract Value or as specified in Special Conditions of Contract. This Advance shall be paid interest free against acceptable Bank Guarantee from a scheduled commercial bank in India. The value of Bank Guarantee taken towards Security of "Plant &amp; Machinery Advance" shall be 110% of the Advance taken by the Contractor. The Contractor, once the 50% of Plant &amp; Machinery Advance has been recovered, shall have a one-time option to reduce the Bank Guarantee for the Plant &amp; Machinery Advance by the amount recovered. This Advance is payable against Plant, Equipment and Machinery, provided the same have reached the site or in the case of new items meant specifically for the work, firm purchase order has been placed and the invoices received. The Advance will be given only if the Plant / Machinery has been purchased for this Contract and not for those which are already in the books of the Contractor. The Plant and Machinery shall be valued by the Engineer as follows:</p> <p>(i) New Items : 80% of purchase price</p> <p>(ii) Second hand items in working order : 80% of the depreciated value as assessed by the Engineer</p> <p>(iii) Items valued at less than Rs 5.00 lakh per unit : Not to be considered</p>	<p>Plant and Machinery Advance shall generally be limited to 5% of Original Contract Value or as specified in Special Conditions of Contract. This Advance shall be paid interest free against acceptable Bank Guarantee from a scheduled commercial bank in India. The value of Bank Guarantee taken towards Security of "Plant &amp; Machinery Advance" shall be 110% of the Advance taken by the Contractor. The Contractor, once the 50% of Plant &amp; Machinery Advance has been recovered, shall have a one-time option to reduce the Bank Guarantee for the Plant &amp; Machinery Advance by the amount recovered. This Advance is payable against Plant, Equipment and Machinery, provided the same have reached the site or in the case of new items meant specifically for the work, firm purchase order has been placed and the invoices received. The Advance will be given only if the Plant / Machinery has been purchased for this Contract and not for those which are already in the books of the Contractor. <b><u>The Contractor shall submit a certificate from Chartered Accountant that the Plant / Machinery against which the Advance is being claimed was not in the books of the Contractor before award of Contract.</u></b> The Plant and Machinery shall be valued by the Engineer as follows:</p> <p>(i) New Items : 80% of purchase price</p> <p>(ii) Second hand items in working order : 80% of the depreciated value as assessed by the Engineer</p> <p>(iii) Items valued at less than Rs 5.00 lakh per unit : Not to be considered</p>

This is issued with the approval of MD.

  
 (R. K. Gupta)  
 Sr. GM/Contracts

1. All EDs, PDs, CGMs, HODs, CPMs, CVO & GM/Legal
2. JGM/IT: For uploading on intranet please

**Copy to:**

1. DP, DW, DF, DE, DBD, DO & DI.
2. OSD to MD- For kind information to MD please.



भारतीय मेट्रो रेल संगठन सोसाइटी  
INDIAN METRO RAIL ORGANIZATIONS' SOCIETY

CONTRACT NO.: I-Metro/AMC/001/2024-25

**“Annual Maintenance and Cloud Hosting of the website of  
Indian Metro Rail Organizations' Society (I-Metro)  
[<https://imetro.in/>]”**

TENDER DOCUMENTS

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

1<sup>st</sup> Floor, Anand Vihar Metro Station Building,  
Delhi-110092

Table of Contents

SCC Clause No.	Reference to GCC Sub-Clause No.	Description	Page No.
1	1.5.	Contract Agreement	3
2	3.2	Functions of Engineer	3
3	4.2	Performance Security	3
4	4.4	Co-ordination with other contractors	3
5	4.5	Sub-contractors	3
6	4.10	Sufficiency of Tender	3
7	4.11	Deleted	3
8	4.13	Programmes	3
9	4.16 & 6.7	Safety Precautions	4
10	4.17	Deleted	4
11	4.18	Electricity and Water	4
12	4.19	Employer Supplied Machinery and Materials	4
13	4.27	Deleted	4
14	5.3	Construction and/or Manufacture Documents	4
15	6.0	Deleted	5
16	6.4	Labour laws and DMRC Labour Welfare Fund	5
17	6.6	Deleted	5
18	6.7	Health and Safety	5
19	7.5	Testing	5
20	10.1	Defect liability period Works by Persons other than the Contractor	6
21	11.1, 11.1.1 & 11.1.4	Contract Price & Payment	6
22	11.1.3	Price variation	6
23	11.2	Advances	7
24	11.6	Payment	7
25	15.0	Insurance	7
26	18.1	Notices and Instructions	7



### Special Conditions of Contract (SCC)

SCC Clause No.	Reference to GCC Sub-Clause No.	Description
1	Sub-clause 1.5	<p><b>Contract Agreement</b> The Form of Contract Agreement shall be in the format given in Annexure-7 of ITT.</p>
2	Sub-clause 3.2	<p><b>Functions of Engineer</b> In addition to the duties mentioned in Clause 3.2 of General Conditions of Contract:</p> <ul style="list-style-type: none"> <li>i. Shall watch and inspect the Works, monitor and examine any material to be used and workmanship employed by the Contractor in connection with the Works;</li> <li>ii. Shall carry out such duties and exercise such powers vested in the Engineer in accordance with the provisions of the Contract;</li> <li>iii. Shall issue instructions which in his opinion are necessary for the execution of the Works; and</li> <li>iv. May issue any other instruction which in his opinion is desirable in connection with the Works.</li> </ul> <p>In case The Engineer is employee of any agency hired by the Employer, the Engineer shall take the approval of the Employer for all technical and financial matters otherwise he shall be deemed to have taken the approval of the Employer.</p>
3	Sub-clause 4.2	<p><b>Performance Security</b> The amount of Performance Security for this contract will be 10% of the contract value. If the contract value increases by more than 25% of the original contract value, the Performance Security will be increased accordingly for complete revised value on every increase.</p> <p>The scheduled foreign bank or scheduled commercial bank in India must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the BG will invariably be sent by the issuing bank to the Employer's Bank through SFMS and only after this, the BG will become operative and acceptable to the employer. It is, therefore, in the own interest of the contractor to obtain Employer's bank IFSC Code, it's branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the Employer's Bank.</p>
4	Sub-clause 4.4	<p><b>Co-ordination with other contractors</b> The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages.</p>
5	Sub-clause 4.5	<p><b>Sub-contractors</b> Subletting of work is not permitted in this contract.</p>
6	Sub-clause 4.10	<p><b>Sufficiency of Tender</b> The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender. The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the items of works executed as per BOQ.</p>
7	Sub-clause 4.11	<p><b>Deleted</b></p>
8	Sub-clause 4.13	<p><b>Programmes</b> The Works Programme shall be submitted within the period stipulated in the Employer's Requirements so as to achieve key dates of various activities. The Works Programme and any other document submitted along with the Tender shall not in any event be construed as a submission of the Programme under Employer's Requirements.</p> <p><b>Supply, Installation, Testing and Commissioning (Including Integrated Testing and Commissioning) Methods</b></p>

		<p>The Contractor shall submit complete documents and information pertaining to the methods of manufacture, supply, installation, testing and commissioning (including Integrated Testing and Commissioning) which the Contractor proposes to adopt or use on Corridors. The Engineer will then check to see whether, if such methods are adhered to, the Works can be executed in accordance with the Contract and without detriment to the Works (when completed) and to other works comprising the Project.</p> <p>The Engineer shall inform the Contractor in writing within 21 days after receipt of the above information.</p> <p>(a) that the Contractor's proposed methods of manufacture, testing and commissioning (including Integrated Testing and Commissioning) have the consent of the Engineer; or in what respects, in the opinion of the Engineer the Contractor's proposed methods of manufacture, etc:</p> <p>(b) As to the further documents or information which are required to enable the engineer to properly assess the BOQ/supplied items.</p> <p>i. fail to comply with the Particular Specifications and/or the Final Design;</p> <p>ii. would be detrimental to the Works and/or to the other works comprising the Project;</p> <p>iii. do not comply with the other requirements of the Contract;</p> <p>In the event that the Engineer does not give his consent, the Contractor shall take such steps or make such changes in the said methods or supply such further documents or information as may be necessary to meet the Engineer's requirements and to obtain his consent. The Contractor shall not change the methods of manufacture, supply, installation, testing and commissioning (including Integrated Testing and Commissioning) which have received the Engineer's consent without further review and consent in writing of the Engineer.</p> <p>Notwithstanding the foregoing provisions of this Clause, or that certain of the Contractor's proposed methods of manufacture, etc. may be the subject of the consent of the Engineer, the Contractor shall not be relieved of any liability or obligation under the Contract.</p>
9	<b>Sub-clause 4.16 and 6.7</b>	<p><b>Safety Precautions</b></p> <p>The Contractor is required to make himself aware of all the requirements of the Employer's Safety, Health and Environmental Manual (O&amp;M-Civil) in this regard and comply with them. The Site Safety Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance with Sub-Clauses 4.16 and 6.7 of General Conditions of Contract.</p>
10	<b>Sub-clause 4.17</b>	<b>Deleted</b>
11	<b>Sub-clause 4.18</b>	<p><b>Electricity and Water</b></p> <p>Employer may provide Electricity at the site as per requirement of the work. The contractor shall make his own arrangements to tap the Electricity from the nominated and existing sockets/ points. The contractor shall tap the Electricity as per IE Rules &amp; IE Act (Latest) duly complying all safety precautions.</p>
12	<b>Sub-clause 4.19</b>	<p><b>Employer Supplied Machinery and Materials</b></p> <p>The Employer will not provide any machinery or materials under the Contract.</p>
13	<b>Sub-clause 4.27</b>	<b>Deleted</b>
14	<b>Sub-clause 5.3</b>	<p><b>Construction and/or Manufacture Documents</b></p> <p>The Contractor shall submit documents, as required by the Contract, to the Engineer in accordance with any submittal schedule agreed with the Engineer. This submittal shall be made sufficiently before the Works are to be carried out to give the Engineer/Employer reasonable time to examine the documents, to prepare comments and for any changes to be accommodated by the Contractor.</p>

		<p>Where the consent of the Engineer is required, the Engineer shall notify the Contractor in writing of his decision either within such period as may expressly be stipulated in the Contract or otherwise within a reasonable time. If the Engineer has reasonable cause for being dissatisfied with the proposals set out in the Contractor's documents, the Engineer shall require the Contractor in writing to make such amendments thereto as the Engineer may consider necessary. The Contractor shall make and be bound by such amendments at no additional expense to the Employer and shall resubmit the amended documents for Engineer's consent.</p> <p>The Contractor shall provide the Engineer with the type and number of sets of the relevant documents as stipulated in the Employer's Requirement.</p> <p>Should it be found at any time after notification of consent that the relevant documents do not comply with the Contract or do not agree with documents in relation to which the Engineer has previously notified his consent, the Contractor shall, at his own expense, make such alterations or additions as, in the opinion of the Engineer, are necessary to remedy such non-compliance or non-agreement and shall submit all such varied or amended documents for the consent of the Engineer.</p> <p>No examination by the Engineer of the documents submitted by the Contractor, nor any consent of the Engineer in relation to the same, with or without amendment, shall absolve the Contractor from any of his obligations under the Contract or any liability for or arising from such documents.</p> <p>The Operation and Maintenance Manuals and drawings submitted by the Contractor shall, if required, be updated by him during the Defects Liability Period and re-submitted for review by the Employer's Representative.</p>
15	<b>Sub-clause 6.0</b>	<b>Deleted</b>
16	<b>Sub-clause 6.4</b>	<p><b>Labour laws and DMRC Labour Welfare Fund</b></p> <p>16.1 The Contractor shall, if required by the Employer, deliver to the Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor for the entire work.</p> <p>The contractor must ensure compliance of all the labour laws including obtaining labour licence and registration of workers with BOCW Board.</p> <p>16.2 In case of death of staff, the agency is required to deposit ₹1,00,000/- in DMRC Labour welfare fund to enable DMRC to release ₹2,00,000/- for heir apparent as immediate relief to his dependent. Subsequently agency should facilitate compensation on priority. Violation of these basic provisions shall attract a penalty of 5% of contract value and repeated violations shall lead to termination of contract.</p>
17	<b>Sub-clause 6.6</b>	<b>Deleted</b>
18	<b>Sub-clause 6.7</b>	<p><b>Health and Safety</b></p> <p>Contractors are required to have tie-up with well equipped reputed hospitals having facilities of MRI, CT-Scan, Ultrasound, Blood Bank, specialist Doctors like neurosurgeon, orthopaedic as mandatory requirement and fire station located in the neighbourhood for attending to the casualties promptly and emergency vehicle kept on standby duty during the working hours for the purpose.</p>
19	<b>Sub-clause 7.5</b>	<p><b>Testing</b></p> <p><b>Clause to be read as:</b></p> <p>This sub clause shall apply to all tests specified in the Contract, other than the Tests after Completion. The Contractor shall provide all documents and other information necessary for all types of testing and such assistance, labour, materials, electricity, stores, apparatus and instruments as are necessary to carry out such tests efficiently.</p> <p>The Contractor shall agree, with the Engineer, the time and place for the testing of any Plant, goods, Materials and other parts of the Works as specified in the Contract. The employer/Engineer may instruct the contractor</p>



		<p>for any additional test. The Engineer shall give the Contractor not less than 24 hours' notice of his intention to attend the tests.</p> <p>If the Engineer does not attend at the time and place agreed, or if the Contractor and the Engineer agree that the Engineer shall not attend, the Contractor may proceed with the tests, unless the Engineer instructs the Contractor otherwise. Such tests shall be deemed to have been made in the Engineer's presence.</p> <p>The Contractor shall promptly forward to the Engineer duly certified reports of the tests. If the Engineer has not attended the tests, he shall accept the readings as accurate. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect.</p> <p>The expense of conducting such Tests shall be borne by the Contractor. No such testing shall relieve the Contractor from any obligation or responsibility.</p>
20	<b>Sub-clause 10.1</b>	<p><b>Defect liability period</b> The Defect liability period (DLP) not applicable for this tender.</p>
21	<p><b>Sub-clause 11.1</b></p> <p><b>Sub-clause 11.1.1</b></p> <p><b>Sub-clause 11.1.4</b></p>	<p><b>Contract Price &amp; Payment</b></p> <p><b>In respect of Contract Exclusive of GST</b> The Contract Price, subject to any adjustment thereto in accordance with the contract conditions, shall be inclusive of all taxes, duties, levies, royalties etc. except GST which will be paid extra as applicable.</p> <p><b>Change in Taxes Duty</b></p> <p>(a) "Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender.</p> <ol style="list-style-type: none"> <li>i. Any new tax which is imposed and applicable on this work.</li> <li>ii. Change in the rate of GST applicable to this work, as per GST Act.</li> </ol> <p>(b) The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in contract price will be applicable up to the stipulated date of completion of work including the extended period of completion where such extension has been granted under sub clause 8.4.1 of GCC or it is specifically mentioned that extension is with adjustment for changes as stated above.</p> <p>(c) If the extension of contract period is on account of contractor's fault under Sub-clause 8.4.3 of GCC, no compensation shall be made towards upward revision towards "change in Taxes/Duty (taking place during the said extended contract period)" as mentioned at Sl. No. (a) &amp; (ii) above, during the original contract period or extended contract period shall be on employer's account.</p> <p>(d) Any other changes (except on account of clause (a) (i) &amp; (ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause provided in the Contract and in Contract where Price Variation clause s not provided, the impact on any other change (except on account of clause (a) (i) &amp; (ii) above in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price.</p> <p>(e) Also, the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the contract and Indian rupees from the last date of submission of tender.</p>
22	<b>Sub-clause 11.1.3</b>	<b>Price variation</b>

		This is a fixed price contract and no Price Variation is admissible in this contract.
23	<b>Sub-clause 11.2</b>	<b>Advances</b> No Advance is admissible in this contract.
24	<b>Sub-clause 11.6</b>	<b>Payment</b> For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities. Payment of item no. 2 of BOQ and item no. 3 of BOQ will be released quarterly on proportionate basis on completion of quarter post go live. Payment will be released after completion of key date schedule as per C-10 of ITT.
25	<b>Sub-clause 15.0</b>	<b>Insurance</b> 25.1 All of the contractor's employees drawing monthly wages up to ₹ 21,000/-or as applicable as per the enhanced limit, shall have to be covered under ESI. The Contractor shall take insurance policy as specified in the Employee's Compensation Act only for those employees who are not covered by ESI. 25.2 The contractor shall insure against liability to third parties in the joint name of the Employer and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer, staff of other contractor working in the premises, contractor's staff under sub clause 25.1) which may arise out of the performance of the contract. The insurance shall be at least for the amount of ₹7,50,000/- for each incident. 25.3 Insurance cover for Contractor's All Risk shall be full value of Contract price.
26	<b>Sub-clause 18.1</b>	<b>Notices and Instructions</b> The Contractor shall furnish to the Employer/Engineer the postal address of his office at Delhi/ New Delhi. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Contractor.  The Contractor shall establish an office in the National Capital Territory of Delhi in consultation with the in charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to in charge. In addition, the Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.



भारतीय मेट्रो रेल संगठन सोसाइटी  
INDIAN METRO RAIL ORGANIZATIONS' SOCIETY

CONTRACT NO.: I-Metro/AMC/001/2024-25

**“Annual Maintenance and Cloud Hosting of the website of  
Indian Metro Rail Organizations' Society (I-Metro)  
[<https://imetro.in/>]”**

## **Employer's Requirements (ER)**

1<sup>st</sup> Floor, Anand Vihar Metro Station Building,  
Delhi-110092



### Scope of work

1. The AMC of Website is to Maintain a user-friendly informative website compliant with the guidelines of GIGW.
2. Bilingual interface
3. Maintained CMS
4. Testing/ Bug fixing
5. Search Engine
6. Renewal of SSL
7. Backup of website in every 15 days
8. All backups will be stored in a secure local server
9. Add or edit scripts, programs, and software as and when required
10. Maintain site performance and security
11. Content updates
12. Changes of website as and when required
13. One dedicated resource will be deployed On-Site/Off-site as per your suggestion
14. Migration of cloud needs to be mentioned if cloud service provider is being changed.
15. Backup- daily database backup and weekly file system backup. Retention period should be 6 months.
16. Report generation
17. Secure access of member portal

## Requirement

- 1) The website will be hosted on Cloud server provider, empanelled under Govt. of India Meghraj policy (<http://www.meity.gov.in/content/gi-cloud-meghraj>). The contractor should ensure that the website so maintained should comply with the web/ internet/network policy of cloud server and clear the website audit as and when required. Further, the website so developed should also comply with the relevant security policy of CERT-IN, Dept. Of IT, Govt. of India.
- 2) The prospective contractor (website agency) shall maintain the I-Metro website and incorporate other changes as provided in this document, and as will be communicated to them from time to time. The contractor to have expertise in managing content (including text, graphics, web applications, software).
- 3) The site is a descriptive website with rich information about I-Metro, their members, network, project status, etc. enabling a two -way dialogue with visitors. The site is to be updated regularly on real -time basis with News, Announcements, and other sections.
- 4) The site will be given aesthetic uplift and a new home page/plan/new look with graphic and Home Page related changes as and when required. However, the payment will be made after satisfactory execution of the job.
- 5) Contractor will have to make any changes in content/appearance only after approval from Indian Metro Rail Organizations' Society.
- 6) Data for uploading will be provided to the contractor by Indian Metro Rail Organizations' Society. It will be the responsibility of the contractor to map information in templates, pages under different sections. Such text might also need to be augmented with graphic design in order to present the material and maintain/update it in the most effective manner.
- 7) A Test Link will be shared with the concerned I-metro official and the necessary approval needs to be taken before uploading it on Live Site. This testing/staging environment will be provided by the contractor and for this job no extra payment will be given and it will be the part of website updation.
- 8) The Website support will be 8\*6 along with Comprehensive Maintenance and updation of the I-Metro website for a period of one year. But, the Contractor may be required to undertake certain urgent updates on Holidays & post office hours as well.
- 9) It will be the responsibility of the contractor to ensure that the website should be free from all vulnerabilities and bugs.
- 10) Contractor will be required to update both Live & Test Website. Maintain the latest backup and in case of any downtime, contact Hosting provider executive to get website issues resolved in minimum timeframe.
- 11) Flexibility to modify the design when a major event has to be published.
- 12) Ensure Compatibility with all Internet browsers like Internet Explorer, Mozilla Firefox and smart mobile phones etc. It should be ensured that the website works flawlessly across different web browsers. The site design should be cross-OS along with cross-browser compatible up to the most recent browser/OS version. Support for different platforms like desktop, tablet or notebook, mobile etc. ensuring that the website is resolution independent.
- 13) It must be ensured that the website adjusts itself automatically as per the screen resolution of the website visitors for example 1024\*768, 1200\*800 etc. Resolution independent website will automatically expand/compress itself as per the screen resolution.
- 14) Contractor will do the domain registration. Domain registration and all its charges incurred will be borne by the I-Metro.
- 15) Ownership of the Domain will be with I-Metro.
- 16) **Archives Management for administrators**
  - a) It should be ensured that the expired contents are to be removed from the main website.

- b) There should be an Auto Archival System available on the Website, which shall transfer the expired content in archives section as soon as it reaches expiry date.

**17) Site Search**

- a) Site search shall allow users to do keyword search in site. Metadata for the same needs to be prepared.
- b) It shall lead to links of all the pages in which keyword is found on the search result page.

- 18) **FULL TEXT SEARCH:** Provision of Full text search in the website for all the content. On entering any keyword, the system must be able to search in entire file structure and should provide links where that word is present. On clicking the link the content should be displayed.

**19) Website Statistics**

- a. To help user department in analyzing the popularity of the website and visitors behavior pattern on the website.
- b. To facilitate the administrator to view website hits.
- c. To facilitate filtration of hits based on particular date range.
- d. Separate login for administrator to view online members, number of hits in day/month, search engines, keywords used by engine, repeat and unique visitors, navigation paths, visitor's countries, etc. For website to facilitate website hits, section wise maximum hits also for various reports about website hits as per I-metro society's team requirement.

**20) E-mail/SMS Integration**

E-mail/SMS features must be integrated with I-Metro Website. Customized alerts may be sent automatically to administrator. SMS/Email gateway will be arranged by I-METRO however integration with application is responsibility of contractor.

- 21) The contractor shall supply the complete documentation i.e. technical catalogues for various components, test certificates, warranty certificates, user manuals etc.

**22) Warranty/Support Period Services:**

- a) Contractor will provide support to I-METRO for a period of 1 year for website maintenance and cloud hosting from the date of takeover of system by I-METRO.
- b) During warranty, the response time of contractor for issues will be 2 hours and the resolution time will be 4-6 hours.
- c) Annual Hosting on Cloud and Annual Maintenance Contract may be extended on same terms and conditions up to a period of additional 3 years on mutual agreement.

**23) Support**

- a) The contractor would be responsible for managing all relevant updates and upgrades required by the system for smooth and proper functioning during the support period.
- b) The contractor is responsible for ensuring the compatibility and proper functioning of the website on different browsers and browser versions.
- c) The contractor shall make reasonable efforts to track the reported problem and identify a reasonable workaround or resolution, including bug fixes if deemed necessary, as soon as reasonably possible during the support period.
- d) The contractor shall provision for offsite staff for any support activity if found necessary by I-METRO.

**24) Documentation**

- a) The contractor shall provide technical document for each component of the website for the work by the contractor.
- b) The warranty certificate, test certificates indicating codes and standards shall also be provided.
- c) Source code of the software developed will be submitted to I-METRO

- 25) Contractor will prepare test cases and test data in consultation with I-METRO. Also contractor will be responsible to perform first level of testing and share testing results.

- 26) I-METRO reserves the right to get the software audited from CERT-in empanelled contractor at any point during the contract period. However, the contractor will have to incorporate the shortcomings/findings/suggestions of audit and bear the cost of the same.

- 27) The cloud services should be available throughout the maintenance phase for proper testing of working of system, but this cost will be borne by the contractor.



## 28) Service level for Website

Any fault in the website need to be resolved by bidder as per the following schedule:

- a) In case of any fault/failure/service down of website, these need to be addressed and resolved immediately
- b) The actual uptime of developed website will be calculated in the respective month and will be measured against total uptime hours 99.5%. If the downtime exceeds the total uptime hours following penalty will be imposed on bidder:
  - I. Actual uptime  $\geq 99.5\%$ ; No penalty
  - II. Actual uptime  $< 99.5\%$  and  $\geq 99\%$ ; 10% penalty on quarterly bill value.
  - III. Actual uptime  $< 99\%$  and  $\geq 98.5\%$ ; 15% penalty on quarterly bill value.
  - IV. Actual uptime  $< 98.5\%$  and  $\geq 98\%$ ; 20% penalty on quarterly bill value.
  - V. Actual uptime  $< 98\%$ ; 30% penalty on quarterly bill value.

Calculation of actual uptime % = (Actual uptime hours / Total uptime hours) X 100.

Definition:

Total uptime hours = Number of days in month X 24

Actual uptime hours = Total uptime hours – Downtime in hours in that month

### Example:

In the month of May, total days are 31 and total downtime in the same month in hours was 7 hours. In such case, the actual uptime can be calculated as follows,

Total uptime hours = 31 X 24 = 744

Actual uptime hours = 744 – 7 = 737

Actual uptime percentage = (737 / 744) X100 = 99%

- c) In case the service is not available for continuous period of 8 business hours on any day penalty shall be 100% of the quarterly payment of the maintenance cost.
  - d) Downtime due to scheduled maintenance by service provider, with prior approval of I-METRO will not be considered for penalty.
  - e) Deduction in payment will be made for downtime in the quarterly bill raised by bidder.
- 29) Website should have SSL certificate installed. Access to portal should be through secure protocols like https. SSL Certificate will have to be provided by contractor and it should be valid for entire project duration. SSL certificate should be in the name of I-Metro

<b>BOQ</b>	
<b>Preamble</b>	
1	The Bill of Quantities shall be read in conjunction with Instructions to Tenderers, General and Special Conditions of Contract, Notice Inviting Tender, Employer's Requirement & Technical specifications and other relevant documents.
2	The rates and prices to be tendered in the unit Priced Bill of Quantities are for completed and finished items of works and complete in all respect. It will be deemed to include Duties, Taxes (excluding GST which will be paid extra as applicable), Octroi, Royalty, cost of all plants, labour, supervision, materials, transport, all temporary works, erection, maintenance, utility identification, contractor's profit and establishment/overheads, together with preparation of design and drawings, all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contracts. For taxes and duties refer clause C2.4 & C2.5 of ITT & clause 21 of SCC.
3	Tenderer has to quote rates against each item of Bill of Quantity in BoQ1 sheet. If the tenderer fails to quote rate against BOQ item, the tender may be treated as incomplete and non- responsive and shall be rejected.
4	Tenderers shall quote their offer in Indian National Rupees (Rs.) only.
5	Errors will be corrected by the employer for any arithmetical errors in computation or summation as per contract conditions.
6	The Financial Proposal (as per BOQ) shall be to the O/o. Dy. CEO, I-Metro. The rates/ percentages shall be quoted in the excel file provided in the bid documents. The tenderer shall download the excel file and quote the rates against BOQ1. After quoting their rates the excel file shall be submitted accordingly. The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission.
7	The actual work executed against all the BOQ items shall be paid as per accepted rates on quarterly basis as per the status of work on the last day of the respective months as per clause 24 of SCC.
8	Income Tax/TDS and other statutory deductions as applicable will be deducted from every running bill.

Item Rate BOQ						
Tender Inviting Authority: Dy. CEO, I-Metro						
Name of Work: Annual Maintenance and Cloud Hosting of the website of I-Metro website						
Contract No. I-Metro/AMC/001/2024-25						
Name of the Bidder/ Bidding Firm / Company:						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description	Units	Quantity	RATE In Figures To be entered by the Bidder in Rs. P	Amount in Rs. P.	Amount in Words
1	Annual Maintenance	Nos.	1		0.00	INR Zero Only
2	Cloud Hosting	Nos.	1		0.00	INR Zero Only
Total in Figure		Nos.			0.00	INR Zero Only
Quoted rate in Words		INR Zero Only				



**APPENDIX-4 A**  
**PROFORMA FOR STATEMENT OF MINOR DEVIATIONS**  
(Refer Clause C 2.2(e) and C15.1 of ITT)

1. The following are the particulars of minor deviations from the requirements of the Tender Document:

Sr. No.	Clause	Deviations	Price adjustment for each deviation/s

**Note :**

1. The Tenderer shall indicate price adjustment against each deviation in Appendix-4A of BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.
3. If the tenderer proposes deviations in tender documents, and/or any other terms and conditions of the tender, other than in this Annexure, it will have no effect.

**Signature of authorized signatory**  
**On behalf of Tenderer**