

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT, PHASE-2)**

**BID DOCUMENTS
FOR**

Name of work:

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.(-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Ele-04/2023

BID DOCUMENT
(Part- 1 to 4)



**Maharashtra Metro Rail Corporation Limited
Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA**

Website: www.metrotrainnagpur.com

Parts of the Bid Document

Part	Name of the Document
NIT	Notice Inviting Tender
PART – 1	Bidding Procedures
PART – 2	Work Requirement
PART – 3	Conditions of Contract & Forms
PART - 4	Financial Bid & Bill of Quantities

NOTICE INVITING TENDER (NIT)

 <p>महानगर मेट्रो NAGPUR METRO</p>	<p><u>E-TENDER NOTICE</u></p> <p>Maharashtra Metro Rail Corporation Limited</p> <p>Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA, Website: http://www.metro railnagpur.com E-mail: md.nmrc.tenders@gmail.com , Telefax:0712-2554217</p>
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Tender Notice No. N2-017/El-04/2023

Dated: 03.07.2023

Name of Work: Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.(-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

KEYDETAILS: -

Estimated Cost	INR 5,88,61,227/- (Exclusive of GST)
Contract Period	24 Months from the date of issue of LOA
Documents on sale	Documents can be downloaded from 16.00 hrs. of 18.07.2023 to 16.00 Hrs. of 28.08.2023 from Maha-Metro's E-Tender Portal.
Cost of documents	INR. 23,600/- (Rs. Twenty Three Thousand Six Hundred Hundred only) (Inclusive of applicable GST) , non-refundable payable through e-payment by Credit Card / Debit Card / Net Banking, as per procedure given in tender document.
Pre-bid Meeting	At 11.00 hrs. On 03.08.2023 at the office of ED/Procurement, Maha-Metro through Video Conference. Link shall be published on web site of Maha-Metro. Bidder's Queries must be submitted through e-mail ID: md.nmrc.tenders@gmail.com OR in hard copy to ED (Procurement) office before the stipulated date & time of Pre-Bid meeting.
Bid Security (EMD)	The Bid Security / EMD amounting to INR: 2,95,000/- (Rupees Two Lakhs and Ninety-Five Thousand Only) shall be in the form as mentioned in the Tender Document. As per GFR-2017, Rule No. 170, Bid Security /EMD is exempted for participating bidder registered as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME). If applicable, the bidder shall submit " Bid Securing Declaration" as provided in Bidding forms along with a Copy of the MSE Registration Certificate.
Date & Time of submission of Tender	Online submission up till 16.00 Hrs. on Dt. 28.08.2023 on Maha-Metro, e-tender portal.
Date & Time of Opening of Technical bid	On Dt. 28.08.2023 after 16:30 Hrs in Procurement Department, 1st Floor, "Metro Bhawan" East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur – 440010.
<ol style="list-style-type: none">1. Sale of document, e-payment procedure, submission and other details are available on MAHA-METRO (Nagpur) eTender portal under section in e-tenders. https://mahametrorail.etenders.in2. To view this tender notice, interested Agencies may visit the Maha-Metro website www.mahametro.org or CPPP website https://eprocure.gov.in3. The bidder shall bear all costs associated with the preparation and submission of the bid. Maha-Metro will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.	



**Executive Director (Procurement),
Maharashtra Metro Rail Corporation Limited**

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MAHARASHTRA METRO RAIL CORPORATION LIMITED**(NAGPUR METRO RAIL PROJECT, PHASE-2)****BID DOCUMENTS****FOR****Name of work: -**

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.(-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Ele-04/2023**PART 1: BIDDING PROCEDURE****Maharashtra Metro Rail Corporation Limited****Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,****Maharashtra, INDIA****Website: www.metro railnagpur.com**

Part- 1 - Bidding Procedures

Contents

Section I	Instructions to Bidders
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Section VI	Agency Policy - Corrupt and Fraudulent Practices

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT, PHASE-2)****BID DOCUMENTS****FOR****Name of work:-**

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TENDER NO. N2-017/Ele-04/2023

PART 1: BIDDING PROCEDURE
SECTION I: INSTRUCTIONS TO BIDDERS



Maharashtra Metro Rail Corporation Limited
Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA

Website: www.metro railnagpur.com

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Section I. Instructions to Bidders**A. General**

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of Works as specified in Section VII, Works Requirements. The name, identification, and number of Bid is as **specified in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Employer **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the funding as **(specified in BDS)** toward the project named **in the BDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
- 3. Corrupt and Fraudulent Practices**
- 3.1 The Agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Agency to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Agency.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.3—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under

common control with another Bidder; or

- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same sub-contractor in more than one bid; or
- (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or
- (h) has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Agency throughout the procurement process and execution of the contract.

4.3 The Agency's eligibility criteria to bid are described in **Section V – Eligibility criteria and social and environmental responsibility**.

4.4 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid Security.

4.5 This bidding is open only to prequalified Bidders unless **specified in the BDS**.

4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Materials, Equipment, and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by the Agency may have their origin in any country subject to the restrictions specified in Section V, Eligibility criteria and social and environmental responsibility, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Documents**6. Sections of Bidding Documents**

6.1 The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

Notice Inviting Tender (NIT)**Part- 1 - Bidding Procedures**

Section I	Instructions to Bidders
Section II	Bid Data Sheet
	<i>Annexure-II-A Public Procurement (Preference to Make in India)</i>
	<i>Annexure-II-B Public procurement-Rule 144 (xi)</i>
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	<i>Annexure - IX-D Approved make/Vendor (Civil)</i>
	<i>Annexure - IX-E Approved make/Vendor (Plumbing) (Not Applicable to this tender)</i>
	<i>Annexure - IX-F Approved Laboratory (Not Applicable to this tender)</i>
	<i>Annexure - IX-G Key Dates and Penalties (Not Applicable to this tender)</i>
	<i>Annexure - IX-H Design Requirement (Not Applicable to this tender)</i>
	<i>Annexure - IX-I IT Requirement (Not Applicable to this tender)</i>

Section X	Contract Forms
Section XI	SHE Manual (or Conditions of Contract on SHE requirements) (Not Applicable to this tender)

PART- 4 - Financial Bid & Bill of Quantities

Section XII	Preamble Bill of Quantities
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- 6.2 The Invitation for Bids (Notice Inviting Tender) i.e. NIT issued by the Employer is part of the Bidding Documents.
- 6.3 Unless obtained directly by the bidder concerned from the Employer's office (as mentioned in NIT) or Employer's E-tender portal, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. (Downloaded / Uploaded by Bidder). In case of any contradiction, documents available at Employer's Office or uploaded on E-Tender portal of Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

Failure to comply with the requirements of the Bidding Documents and to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents, in every respect will be at the Bidder's risk and may result in rejection of its Bid.

- 6.5. The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Bid Documents issued by Employer or uploaded on the E-tender portal of Employer, which shall otherwise results in rejection of its Bid.
- 6.6. The documents including the Bid Document provided by Employer are and shall remain or becomes the property of Employer and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. The provisions of this Para shall also apply *mutatis mutandis* to the Bids and all other documents submitted by the Bidders, and Employer will not return to the Bidders any Bid, document or any information provided along therewith.

7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received on or before the date specified in this document. The Employer shall forward copies of its response to

all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2 **OR as provided for in BDS in consonance with E-Tendering System.**

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

Any site / work information given in this bidding document is for guidance only. It shall be deemed that the Bidder has undertaken a visit to the Work Site of the Works and is aware of and has ascertained itself, the prevailing site conditions, traffic, location, surroundings, climate, demography availability of power, water and other utilities, raw materials, required consumables, access to Site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by it prior to the submission of the Bid.

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage (**as specified in BDS**).
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting **or as specified in BDS**.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder **OR as provided for in BDS in consonance with E-Tendering System.**

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum /corrigendum issued by Employer shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1. **or as specified in BDS.**
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids**9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

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

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following: **(refer BDS for additional requirement)**
- (a) Letter of Bid in accordance with ITB 12;
 - (b) completed schedules as required, including Price Schedules, in accordance with ITB 12 and 14;
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1 **(as specified in BDS)**
 - (d) alternative bids, if permissible, in accordance with ITB 13 **(as specified in BDS)**;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 12;
 - (g) Documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if post-qualification applies, as specified in accordance with ITB 4.5, the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (h) Technical Proposal in accordance with ITB 16;
 - (i) Any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid **(as specified in BDS)**.

12. Letter of Bid and Schedules

12.1 The Letter of Bid, the Statement of Integrity and Schedules, including the Bill of Quantities for unit price contracts or the schedule of price in case of lump sum contracts, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The Letter of Bid and the Statement of Integrity must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.4. All blank spaces shall be filled in with the information requested.

12.2. The Letter of Bid with all Schedules/ Forms shall be completed and signed by a authorized and empowered representative of the Bidder. If the Bidder comprises a JV/Consortium, the Letter of Bid shall be signed by an authorized representative of the **Lead Member**. Signatures on the Letter of Bid shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

13. Alternative Bids

13.1 **Unless otherwise specified in the BDS**, alternative bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer **(as specified in BDS)**

13.4 **When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the BDS**, as will the method for their evaluating, and described in Section VII, Works Requirements.

14. Bid Prices and Discounts

14.1 The prices and **discounts** quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below. **(or as specified in BDS)**

14.2 The Bidder shall submit a bid for the whole of the Works

described in ITB 1.1, by filling in price(s) for all items of the works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison. **(or as specified in BDS)**

14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered **(or as specified in BDS)**.

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid **(or as specified in BDS)**

14.5 Unless otherwise specified in the BDS and the Contract, the rate(s) and price(s) quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time **or as specified in the BDS**.

14.7 Unless otherwise **specified in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date **28 days** prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency (ies) of the bid and the currency (ies) of payments shall be **as specified in the BDS**.

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the Schedule of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

16. Documents

16.1 The Bidder shall furnish a Technical Proposal including a

**Comprising the
Technical Proposal**

statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.

**17.Documents
Establishing the
Qualifications of
the Bidder**

- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification or at the time of actual bidding (as the case may be), the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as specified in ITB 4.5, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.2 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1 (as detailed in BDS)
- 17.3 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids. **(or as specified in BDS)**

**18. Period of Validity
of Bids**

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for **twenty-eight (28) days beyond** the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3 **Unless specified in BDS**, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment

shall be made.

- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

19.1 The Bidder shall furnish as part of its bid, a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.

19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms, **as specified in BDS**

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by any Scheduled bank in India;
- (b) an irrevocable letter of credit;
- (c) Demand Draft, from any Scheduled Bank in India.
- (d) another security **specified in the BDS**,

from a reputable source from an eligible country as specified in Section V-Eligibility criteria and social and environmental responsibility. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Any bid not accompanied by a substantially responsive **Bid security** or **Bid-Securing Declaration** (as the case may be) shall be rejected by the Employer as non-responsive.

19.5 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security pursuant to ITB 42. (**Replaced in BDS**)

19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited or the Bid-Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) If the Bidder submit fake / forged / fabricated /false

documents as well as false & misleading information /data with his Bid which fails the authenticity verifications initiated by MAHA-Metro.

- (c) If the Bidder tamper/ edit/ mutilate the Bid document and associated information/data and submit the same with his Bid.
- (d) If the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41; or
 - (ii) furnish a performance security in accordance with ITB 42.
 - (iii) authenticate and verification of performance security

19.8 The bid security or a Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2. **or as Specified in BDS, Section-II**

19.9 If a bid security is **not required in the BDS pursuant to ITB 19.1**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereto provided by the Bidder, or
- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Employer may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit one set of copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.**(Replaced in BDS)**

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid. **(Replaced in BDS)**

20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so

as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. **(As specified in BDS)**

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids (as specified in BDS)

21. Sealing and Marking of Bids (Replaced In BDS)

21.1 The Bidder shall enclose the original and one set of all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) bear the specific identification of this bidding process specified in the BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS. When so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder **or as specified in BDS**

24. Withdrawal, Substitution, and Modification of Bids

24.1 **Unless specified in BDS**, A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly

marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25 all bids received by the deadline (regardless of the number of bids received), at the date, time and place **specified in the BDS**, in the presence of Bidders` designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Schedules are to be initialed by a minimum of three representatives of the Employer attending bid opening. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1) **(Replaced in BDS)**

25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of

a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. **(Replaced in BDS)**

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the examination, evaluation, and comparison of the bids, and qualification of the Bidders and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

29. Determination of Responsiveness

- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation,

reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works Requirements have been met without any material deviation, reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonmaterial Nonconformities

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonmaterial non-conformity in the Bid.

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

31. Correction of Arithmetical Errors (replaced in BDS)

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) Only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) Only for admeasurement contracts, if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the

amount in words shall prevail, unless, only for admeasurement contracts, the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS.**

33. Margin of Preference

33.1 Unless otherwise specified in the BDS, a margin of preference for domestic bidders shall not apply.

34. Subcontractors

34.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.

34.2 In case of Prequalification, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer, or may name another specialized subcontractor meeting the requirements specified in the prequalification phase.

34.3 In case of Post-qualification, the Employer may permit subcontracting for certain specialized works as indicated in Section III Experience. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors **or as specified in BDS.**

35. Evaluation of Bids

35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

35.2 To evaluate a bid, the Employer shall consider the following **(as specified in BDS):**

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Schedules, but including Day work items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria.

- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 35.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.
- 35.5 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Employer's estimate or seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. If it turns out that the bid price is abnormally low, the bid may be declared non-compliant and rejected. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. **(As specified in BDS)**
- 36. Comparison of Bids**
- 36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.
- 37. Qualification of the Bidder**
- 37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- F. Award of Contract**
- 39. Award Criteria**
- 39.1 Subject to ITB 38.1, the Employer shall award the Contract to the Bidder whose bid has been determined to be the lowest

evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Notification of Award

- 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein. At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

- 41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 41.2 In case the agreement is sent, within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

42. Performance Security

- 42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section X Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country. **(as specified in BDS)**
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT, PHASE-2)****BID DOCUMENTS****FOR****Name of work:-**

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.(-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Ele-04/2023

PART 1: BIDDING PROCEDURE
SECTION II: BID DATA SHEET



Maharashtra Metro Rail Corporation Limited
Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA

Website: www.metroinagpur.com

Section II. Bid Data Sheet**A. General**

General	The following terms are used in the Bidding Documents shall have the same meaning and interpretations: <ul style="list-style-type: none"> • 'Tender(s)' and 'Bid(s)' • 'Tenderer(s)' and 'Bidder(s)' • 'Employer's Requirements' and 'Work Requirements'
ITB 1.1	Name of Project: - Nagpur Metro Rail Project, Phase-2 Name of work: - Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Hingna Mountview Metro Station, 2. Rajiv Nagar Metro Station, 3. Wanadongri Metro Station, 4. APMC Metro Station, 5. Raipur Metro Station, 6. Hingna Bus Stop Metro Station, 7. Hingna Metro Station and at any other locations as per the site conditions in Lokmanya Nagar (Ch. 18218) - Hingna (Ch. 24875) section of Reach 3A of E-W Corridor for NMR Phase-II Project.
ITB 1.1	The Employer is: <u>Maharashtra Metro Rail Corporation Limited (Maha-Metro)</u>
ITB 1.1	International Competitive Bid (ICB) The number of the Invitation for Bids (Tender No) is: N2-017/Ele-04/2023
ITB 1.1	The detailed Scope of Work under this contract is described in detail in the Part II: Section-VII (Works Requirements) of the bid document and other documents. The Contractor has to execute the work accordingly with the approval of Employer. The successful Bidder has to establish its Office at Nagpur , if it does not have at present. The cost and expenses for setting up the said office(s) will be deemed to have been included in the Quoted Contract Price by the bidder and no separate / extra / additional amount is payable by Employer
ITB 2.1	Source of Fund for the project: Funded by Equity of Government of India (GOI) & Government of Maharashtra (GOM)
ITB 4.1	The bidder may be a firm as a Single Entity Or A joint venture / Consortium Maximum number of members in the JV / Consortium shall be: 03 (Three) Lead member should not have less than 51% participation and other members shall have minimum 20% participation in the proposed JV / Consortium for this work. (a) In case of JV / Consortium, change in constitution or percentage participation of JV/Consortium shall not be permitted at any stage after

	<p>their submission of Bid and thereafter.</p> <p>(b) The authorized representative from lead member of JV/Consortium shall be signatory of the bid. (Ref. Section-IV of Part-1)</p> <p>(c) Existing JV/Consortium already worked / working in any department & meeting the eligibility criteria mentioned in Section-III of Bid Document, can bid with the same JV configuration as a Single Entity</p>
ITB 4.2	<p>(In Continuation to the existing clause, further added as under)</p> <p>(i) No Bidder can be a subcontractor while submitting a Bid individually in his own name or as a partner of a JV / Consortium in the same bidding process. A Bidder, if proposed as a subcontractor in any Bid, may be a proposed subcontractor in more than one Bid also, but only in the capacity of Sub-contractor.</p> <p>(j) A JV/Consortium member will not be permitted to participate in the bid as a single entity.</p> <p>(k) No individual member will be member of JV/Consortium of more than one group of bidder.</p>
ITB 4.5	This Bidding Process is in single stage two-packet system through e-tender portal of Maha-Metro & open to all eligible bidders as per Evaluation & Qualification Criteria under Section-III of this Bid Document.
ITB 4.7 (Additional Para)	<p>The bidders or any member of JV/ Consortium must not have been blacklisted / debarred, which is in force on the last date of Submission of the Bid,</p> <p>A. for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc. by:</p> <p>a. any Department / PSU / Subordinate Offices under Ministry of Housing and Urban Affairs (MOHUA) or</p> <p>b. any department of Government of Maharashtra</p> <p style="text-align: center;">or</p> <p>B. By Department of Expenditure (DOE), Ministry of Finance, Government of India from participating in any government bidding procedure.</p> <p>Simultaneously the bidder or any of its member of JV/Consortium should not be listed in exclusion list of word bank (Ref. Section-V Cl. No 2 (vii)). The Bidder should submit undertaking to this effect.</p>
ITB 4.8 (Additional Para)	In case, the Bidder is a consortium / JV, a detailed Consortium Agreement between the Members of such Consortium stating clearly their inter-relationship and division of work and obligations among the Members as mentioned in ITB 4.13 below should be submitted along with the Bid for proper examination by MAHA-METRO. The format of the Consortium Agreement is provided in Section IV: Bidding Form .
ITB 4.9	Further, a Power of Attorney signed by all the JV/ Consortium Members duly

(Additional Para)	<p>supported by their board resolutions or statement of joint decision signed by directors must also accompany the Bid authorizing the Lead Member, inter alia, to submit the Bid on their behalf.</p> <p>The formats of the Power of Attorney as well as the board resolution are provided in Section IV: Bidding Form. All the relevant forms should be duly signed and be submitted as per the requirements of the forms.</p>
ITB 4.10 (Additional Para)	<p>(a) Every Bidder, be it a single entity or a JV/ Consortium, is required to submit along with its Bid, a Power of Attorney duly signed and stamped and supported by its board resolution / Directors authorizing an individual as its authorized signatory, inter alia, to sign and submit the Bid. The formats of the Power of Attorney as well as the board resolution are provided in Section IV: Bidding Form. In case of JV/Consortium, such power of attorney and board resolution must be executed and passed respectively by the Lead Member.</p> <p>(b) The Lead member shall be authorized to incur liabilities, receive payment (if provided for in MoU / Consortium Agreement) and receive instructions for and on behalf of any or all Members of the Consortium / Joint Venture.</p> <p>(c) All members of the Consortium / Joint Venture shall be jointly and severally responsible for the execution of the Contract in accordance with the terms and conditions of the Contract.</p> <p>(d) In case of the Bidder being Successful, the JV / Consortium Agreement shall be registered at any place in India so as to be legally valid and binding on all partners / members.</p> <p>(e) The Bid shall be signed so as to be legally binding on all the Members of the Consortium.</p> <p>(f) If the bidding entity is a Proprietorship firm, the proprietor of the firm shall submit a declaration notarized by Notary Public stating that he is the legal owner of the bidding firm & authorized signatory all document. Such declaration shall accompany with PAN Card of proprietor.</p> <p>(g) If the bidding entity is a Partnership firm / Private Limited Company, all the partners shall jointly provide a Power of Attorney in the name of one partner as an authorized signatory. Such declaration shall accompany with copy of DIN numbers of all partners.</p>
ITB 4.11 (Additional Para)	<p>The mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure in the prescribed format as provided in Section IV.</p> <p>For a Power of Attorney executed and issued overseas, the document will also have to be endorsed by the Indian Embassy or notarized/ registered with appropriate statutory authority in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by a Bidder from a country which has signed the Hague Legislation Convention, 1961 is not required to be endorsed by the Indian Embassy if it, carries a</p>

	conforming Apostille certificate. This power of attorney should be registered at appropriate authority and easily verifiable.
ITB 4.12 (Additional Para)	<p>If the Bidder is a Consortium or Joint Venture, the Bidder shall essentially submit the following information in addition to other requirement detailed in Section-III: Evaluation & Qualification Criteria..</p> <p>(a) A Memorandum of Understanding / Consortium Agreement / JV Agreement duly notarized by the notary public of country of origin and should be stamped by Embassy / High Commission (in case of overseas bidder). Bidders from Member Countries of Hague convention may submit all these documents with “Apostille” stamp instead of Embassy.</p> <p>(b) Nomination of one of the Members of the Consortium or Joint Venture to be in-charge (“Lead member”); and this authorization shall be covered in the Power of Attorney signed by the legally authorized signatories of all Members of Consortium or Joint Venture.</p> <p>(c) Details of the intended financial participation by each member shall be furnished with complete details of the proposed division of responsibilities and relationships among the individual Members.</p>
ITB 4.13 (Additional Para)	The Bidder shall submit with the Bid full details of its ownership and control or, if the Bidder is a Consortium, full details of ownership and control of each Member thereof. The required information should be submitted as per Form in the Section IV: Bidding Forms .
ITB 4.14 (Additional Para)	<p>Indian Bidders, or Indian Members of a JV/ Consortium shall submit, a copy of the Permanent Account Number (PAN) issued by the Income Tax Authorities and a certified copy of the last 3 years (including the latest Financial Year) income tax return, duly acknowledged by Income Tax department with their Bid and the Technical Package. In case the Indian member of a JV/ Consortium is a wholly owned 100% subsidiary of their foreign partner in the said Consortium and this Indian company has been formed less than 3 years ago, the certified copy of the latest Financial Year income tax return (applicable only if company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted in the Technical Package.</p> <p>The Indian bidders shall submit copy of GST registration Certificate along with the bid.</p> <p>The foreign partner of the JV/ Consortium shall submit appropriate documents pertaining to their financial capability/ audited balance sheets and clearances of taxes as per the relevant law of the country of their origin.</p>
ITB 4.15 (Additional Para)	Each Bidder (each Member in the case of a JV/Consortium) is required to confirm and declare with its Bid 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. Such Bidder or Member will have to further confirm and declare in the Bid that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Contract Price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Bidder as non-compliant, and

	declare any Contract if already awarded to the Bidder to be null and void. Specific declaration to this effect exactly as per Section IV: Bidding Form shall be submitted with the Technical Package.
ITB 4.16 (Additional Para)	Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Bid will be an offence under laws of India. Such action will result in the rejection of the Bid, in addition to other punitive measures.
ITB 4.17 (Additional Para)	Provisions & guidelines of <u>MAKE IN INDIA POLICY 2017</u> (latest Revision, till final date of submission of Bid), shall be applicable in this bid. The relevant Circulars / office Memorandum attached as an Annexure-II-A of BDS, Section-II.
ITB 4.18 (Additional Para)	<u>Restriction under Rule 144(xi) of General Finance Rule (GFR), 2017</u> As per Govt. Of India Order (Public Procurement No.1) bearing no. F.No.6/18/20-19-PPD, Dt. 23.07.2020 Restrictions on Bidding has been imposed on bidders from the country of origin which shares land boundary with India. Relevant Clauses is attached as an Annexure-II-B of BDS, Section-II, which is applicable to this bid without any change.
B. Bidding Documents	
ITB 6.7 (Additional Para)	Supporting Documents / Information. (a) The reference documents, reports, drawings containing site information included in the Bidding Documents are for general information only and any interpretation of the results shall be construed as opinions only and not as representations or warranties as to the actual site conditions. The Bidders' attention is specifically drawn to ITB 6.7 (b) below. (b) The Bidders shall note the existence of over ground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed. (c) The accuracy or reliability of the documents and reports referred to in this Para ITB 6.7 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 Bidders' attention is drawn to Clause 4.10 of GC / S.No. 11 of PC in this regard. The Bidder should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.
ITB 7.1	(a) For <u>clarification purposes</u> only, the Employer's address is: Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA Electronic mail address: md.nmrcl.tenders@gmail.com Web page: www.metrorailnagpur.com All correspondence from MAHA-METRO pertaining to this Bid till award of the work shall be done by the authorized representative of MAHA-METRO. The

	<p>Bidders are advised to regularly check their email ID registered with their user account at e-tendering portal http://mahametrorail.etenders.in for any update/ addendum/ corrigendum/ pre-bid and post-bid queries/ any other correspondence by the Employer.</p> <p>(b) MAHA-METRO shall endeavor to respond to the questions raised or clarifications sought by the Bidders by uploading the same in the form of corrigendum/ clarification in the e-tender portal of MAHA-METRO within the time and date specified in the NIT. MAHA-METRO will not respond and reply to each of the bidders separately.</p> <p>(c) MAHA-METRO may also on its own, if deemed necessary, issue interpretations and clarifications to all Bidders in the form of Addendum and the same shall be uploaded on e-tender portal of MAHA-METRO. All clarifications and interpretations issued by MAHA-METRO shall be deemed to be part of the Bid Documents. Verbal clarifications and information given by MAHA-METRO or its employees or representatives shall not in any way or manner be binding on MAHA-METRO</p>
ITB 7.4	<p>A Pre-Bid meeting shall take place at the following date, time and place: Date & Time: As per NIT. Place:- MAHARASHTRA METRO RAIL CORPORATION LIMITED Metro Bhawan, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA.</p>
ITB 7.5	<p>The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer before the date and time specified for Pre-Bid meeting in NIT & ITB 7.4 above. The bidder may send such queries either by post to the address mentioned in the bid document or send by mail to md.nmrcl.tenders@gmail.com</p>
ITB 7.6	<p>Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded on the E-Tender portal of MAHA-METRO in accordance with ITB 6.3, and the same shall also be part and parcel of the Bid Document.</p>
ITB 8.2	<p>Following is added to the existing clause of ITB 8.2</p> <p>Such modification in the form of an addendum / Corrigendum will be uploaded on the e-tendering portal http://mahametrorail.etenders.in within the date given in NIT, which shall be available for all the prospective Bidders.</p> <p>Without prejudice to the general order of precedence prescribed in the Clause 1.5 of GC, bidder shall ensure these documents should be submitted along with their original Bid documents submission. All these addendums, corrigendum and clarifications shall be part of the Contract.</p>

C. Preparation of Bids

ITB 10.1	<p>The language of the bid is: English</p> <p>All correspondence/ exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.</p> <p>Supporting documents related to eligibility criteria enclosed with the bid, other than English Language, should be translated in to English and will have to be</p>
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	<p>endorsed by the Indian Embassy or notarized/ registered with appropriate statutory authority in the jurisdiction where the supporting document is being issued.</p> <p>However, such documents provided by a Bidder from a country which has signed the Hague Legislation Convention 1961 is not required to be endorsed by the Indian Embassy, if it carries a conforming Apostille Certificate.</p> <p>The bidder should provide the relevant contact number & E-Mail ID along with the postal address, in English, of issuing authority / agency of such documents for verification purpose.</p>
ITB 11	Documents Comprising the Bid
ITB. 11.1 (c)	Only Bid Security / EMD shall be acceptable as detailed in NIT & ITB 19.1
ITB. 11.1 (d)	Alternative bid is not permissible .
ITB. 11.1 (j)	<p>The Bidder shall, on or before the date and time given in the Notice of Invitation (NIT) to Bid, upload his Bid on e-tendering portal http://mahametrorail.etenders.in in accordance with provisions in ITB 22.1.</p> <ul style="list-style-type: none"> i. The Bidder shall follow the procedure and steps of E-Tender portal of MAHA-METRO given in E-Tender Toolkit provided as Annexure-II-C ii. Cost of the bid: Paid online through E-Tender portal. iii. Bid Security: Evidence of submission / payment of Bid Security as per provision of NIT and BDS ITB 19.1 to be submitted. iv. Technical Package: To be submitted at appropriate place i.e. Technical Envelope on e-tender portal. v. Financial Package: Financial bid form to be duly filled up directly in the Commercial Envelope only on e-tender portal and not anywhere else. vi. Bidder should ensure that the no part of the Financial Bid should be uploaded anywhere in the technical envelope, if the bidder does so then his bid will be rejected out-rightly. vii. The original Bank Guarantee towards Bid Security (if any), shall be submitted within (07) Seven working days from the last date stipulated for submission of bid at the office of MAHA-METRO at address given at ITB 7.1 above.
ITB 11.1 (k)	The bid documents shall include all the corrigendum/ addendum/ clarifications provided by the Employer during the course and before submission of Bid along with all necessary essential enclosures as specified in the bid document. In case of failure by the bidder in uploading (submission) the same, the bid shall be treated as non-responsive and not evaluated further.
ITB 11.3	As per Letter of bid in Section IV. - Payment of Commission & Gratuities not permitted.
ITB 13.1	Alternative bids shall not be permitted under ITB 13.2, ITB 13.3, or ITB 13.4
ITB 13.2	Alternative times for completion not permitted.
ITB 13.3	Not Applicable.

ITB 13.4	Alternative technical solutions shall not be permitted.
ITB 14.1	<p>The Price is to be quoted Online on E-tender portal of Maha-Metro & Letter of discount, if any, shall be uploaded in Financial Bid Section of E-Tender Portal only.</p> <p>No discounts offer are allowed to be quoted by the bidder in the Letter of Bid and No discount letter to be uploaded in Technical Bid Section of E-Tender Portal.</p> <p>Offering Discount in any form in Technical Section of E-Tender Portal or in Letter of Bid, shall lead to disqualification of Bidder and Financial Bid of such bidder shall not be taken in consideration for evaluation.</p>
ITB 14.2	The bidder shall quote the price online in the Financial Bid Section of the E-Tender portal of MAHA-METRO, either rate against each item or in the summary sheet of schedule of BOQ or scanned & upload the filled BOQ/Schedule or Lump sum Price (as the case may be) as per provision described in the aforesaid Financial Bid Section of Bid Document.
ITB 14.3	The price quoted in the Financial Bid Section of E-tender portal of MAHA-METRO shall be the total price of the bid.
ITB 14.4	<p>Any disclosure of Financial Offer and any offering of any Discount thereon in Technical Bid is not permitted.</p> <p>Discount, if any, shall be submitted by bidder in Financial Bid Section of E-Tender Portal only</p>
ITB 14.5	For price adjustment / variation, refer to instructions / conditions provided in the Section VIII- GC read with Section IX-Particular Conditions of Contract .
ITB 14.6	Not Applicable
ITB 14.7	<ol style="list-style-type: none"> i. Price quoted by the bidder includes all other applicable Taxes (Except GST), Duties, Levies payables etc. complete, ii. All taxes, duties, levies prior to Base date i.e. 28 days prior to latest date of submission of Bid is deemed to be inclusive in the price quoted by Bidder. iii. Any change in legislation of any kind of Taxes by GOI or GOM, after Base Date shall be accounted separately and shall be applicable both ways (Reimbursement & Deduction). iv. Successful bidder has to pay the applicable stamp duty towards the registration of Contract Agreement, as per prevailing norms /act of Govt of Maharashtra.
ITB 14.8 (Additional Para)	Bidders shall quote for the entire work on a “single responsibility” basis such that the Bid Price covers all Contractor’s obligations mentioned in or to be reasonably inferred from the Bid Documents in respect to this works and completion of the whole of Works. This includes all requirements under the Contractor’s responsibilities for testing and commissioning of the works executed including integrated testing and commissioning, the acquisition of all permits, approvals and tender licenses, etc.; the operation, maintenance and such other items and services as may be specified in the Bid Documents.
ITB 14.9 (Additional Para)	The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour, cess, octroi, and other levies payable to various authorities. The successful Bidder (the Contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of

	failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor. The Pro forma of undertaking is provided in Section IV: Bidding Form.(Form-7)
ITB 14.10 (Additional Para)	With the Bid submission, the Bidder shall submit the Pro forma of undertaking provided in Section IV: Bidding Form stating that registrations under various fiscal and labour laws like GST, Central Excise, Import Export Code, Employee State Insurance, Provident Fund, Maharashtra Labour Welfare Fund, Local Body Tax shall be obtained by the bidders in the event of award of the work. (Form-32)
ITB 14.11 (Additional Para)	MAHA-METRO project is covered under Project Import chapter 98.01 of Custom Tariff Act according to which only concessional custom duty is payable. The Bidder should avail this benefit and pass on the benefit of the same to MAHA-METRO. As regards registration under Project Import, after the award of the contract, MAHA-METRO at the written request of Contractor shall facilitate the Contractor for obtaining sponsoring / recommendation letter from the Ministry of Urban Development / Government of Maharashtra for getting themselves registered for availing Project Import benefits. The responsibility to avail the concessional benefits under Project Import shall solely rest with the Contractor.
ITB 15.1	The currency of the Bid & payment shall be Indian Rupees (INR) only.
ITB 17.2	Provisions and norms as stipulated in “Make in India Policy 2017” issued by GOI with the latest amendment till the time of submission of the bid, shall be applicable in this Tender.
ITB 17.3	Applicable if the bid is two stage i.e, Pre-Qualification Stage & Bidding Stage
ITB 18.1	The bid validity period shall be 180 (One Hundred & Eighty) days .
ITB 18.3 (a)	The bid price shall not be adjusted in event of delay of award.
ITB 19.1	<p>(a) A Bid Security is required as specified in NIT:</p> <p>(b) Bid security shall be in form of Unconditional guarantee issued by any Nationalized or Scheduled Commercial Bank (Except Co-Operative Bank) of Indian origin or Scheduled commercial foreign bank having business office in India. The Bid Security Bank Guarantee shall be as per Form in Section-IV: Bidding Forms.</p> <p style="text-align: center;">Or</p> <p>In the form of Bid Securing Declaration, as per format provided in Section –IV of Bid Document (If applicable, as specified in ITB 19.2 below)</p> <p>(c) A scanned copy of this BG is to be uploaded online and the Bidder should ensure physical submission of the original bank guarantee at the office of MAHA-METRO at address specified in Bidding Documents, within 7 (Seven) working days from the time and last date scheduled for handing over the Bidding Documents (online).</p> <p>(d) If the Bidder fails to submit the scanned copy at the aforesaid (c. above) or fails to submit the original bank guarantee (c. above) , his bid shall not be considered for opening/evaluation & shall be rejected outright.</p> <p>(e) <u>Bankers Detail of Employer (MAHA-METRO) for issuance of Bank Guarantee as Bid Security as per Structured Finance Messaging System (SFMS).</u></p> <p>Bank Name: State Bank of India Branch with Address: S.V Patel Marg, Kingsway Nagpur 440001 Bank Account Name: MAHARASHTRA METRO RAIL CORPORATION LTD.</p>

	<p>Bank Account No.: 35378499419 Bank Account Type: Current Account IFSC Code: SBIN0000432 MICR Code: 440002002</p> <p>Note: -</p> <p>Bidders are requested not to deposit any cash in the above account towards Bid Security. This account is only for issuance of Bank Guarantee through Bidder's Bank in Electronic format (SFMS).</p> <p>(f) The EMD / Bid Security received in the form of Bank Guarantee shall be scrutinized in accordance with the Format provided in Section-IV of Bid Document and its authenticity shall also be verified from the issuing bank.</p> <p>(g) Any material or cognizable changes in format of Bid Security Bank Guarantee (Provided in Section-IV), which leads to affect the interest of Maha-Metro adversely, shall not be accepted. In such case Maha-Metro reserves the right to reject the EMD/Bid Security & disqualify the bid.</p> <p>(h) The cash component of Bid Security (if any) shall be paid through the provision made on E-Tender portal itself via RTGS/ NEFT/ Credit Card (Not applicable in this tender).</p>
ITB 19.2	<p>As per GFR-2017, Rule No. 171, Bid Security / EMD is exempted for participating bidder registered as MSE (Micro or Small).</p> <p>If applicable, the bidder shall submit "Bid Securing Declaration" as per Format-34, Section-IV</p>
ITB 19.3	The Bidder shall submit with his Bid, a Bid Security for the sum mentioned in NIT in the form as specified in NIT and ITB 19.1 above.
ITB 19.4	EMD /Bid Security shall be as per ITB 19.1 & NIT
ITB 19.5	The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's acceptance of Letter of Acceptance (LOA) issued by MAHA-Metro.
ITB 19.8	The bid security or a Bid Securing Declaration (if applicable, Ref.19.2), as specified in Section-II BDS, Cl No. 19.1 can be submitted by JV/Consortium or lead member only on behalf of the JV/Consortium.
ITB 19.9	Bid Security is required in this bid.
ITB 20.1	<p>Replacement for ITB as under:</p> <p>Bid to be submitted through E-Tender portal of MAHA-METRO only.</p>
ITB 20.2	<p>Replacement for ITB as under:</p> <p>The Bid shall be submitted by bidder, online through e-tender portal of MAHA-Metro. Details has been described at ITB clause no. 21 & Annexure-II-C</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ol style="list-style-type: none"> i. In case of bidder is a Proprietorship Firm, the proprietor shall be authorized signatory of bid and a notarized Undertaking shall be submitted by bidder as per Format provided in Section-IV : Bidding Forms ii. A notarized Power Of Attorney authorizing a signatory, supported by board resolution in case of single bidder (i.e. Limited Company, Private Limited

	<p>Company , LLP company)</p> <p>iii. A notarized Power of Attorney, authorizing the Lead Member as a signatories of the Bid on behalf of JV/Consortium. This authorization of Lead Member shall be signed by authorized signatories (POA) of each member of the JV/Consortium supported by copy of POA and board resolution of respective JV/Consortium Member Company. The power of attorney (ies) shall be substantially in the format provided under Section IV: Bidding Forms of these Bidding Documents.</p> <p>iv. The online bid shall be submitted by using Digital Signature Certificate (DSC) of authorized POA of bidder detailed at (i),(ii) & (iii) above.</p>
<p>ITB 20.3</p>	<p>i. In case of JV / Consortium the power of attorney holder of lead member is authorized to sign all legal documents, bid documents and other enclosures.</p> <p>ii. A notarized Power of Attorney, authorizing the Lead Member as a signatories of the Bid on behalf of JV/Consortium. This authorization of Lead Member shall be signed by authorized signatories (POA) of each member of the JV/Consortium supported by copy of POA and board resolution of respective JV/Consortium Member Company. The power of attorney (ies) shall be substantially in the format provided under Section IV: Bidding Forms of these Bidding Documents.</p> <p>iii. The formats of the Power of Attorney as well as the board resolution are provided in Section IV: Bidding Form. All the relevant forms should be duly signed and be submitted as per the requirements of the forms</p> <p>iv. The facility on the E-tender portal of MAHA-METRO is also available for viewing & downloading the document free of cost.</p>
<p>ITB 21.1, 21.2 & 21.3</p>	<p>The Bidder shall submit/ upload (through digital signature of authorized person in e-tender portal of MAHA-METRO) (as described in ITB 20) in the Technical Package of its Bid the following documents, duly completed, which in the event of acceptance of the Bid, shall form part of the Contract:-</p> <p>i. For submission of Tender Document and Corrigendum, Tick (√) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders have to tick (√) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (√) the bid documents & corrigendum /addendum shall automatically get attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.</p> <p>ii. All required enclosures as per bid document shall be uploaded in “Technical Envelope” / “Technical Section” of E-Tender portal by using DSC of bidder.</p> <p>iii. The “Technical Envelope” / “Technical Section” of E-Tender portal has been provided with facilities to upload a file of maximum size of 10 mb only at each entity.</p> <p>iv. If bidder is desirous to upload a file more than 10mb size, he shall have spilt the file in two or more parts of 10mb or lesser than 10mb each and can upload the same at appropriate Technical Template or “Additional Document” section of “Technical Envelope/section” of E-Tender Portal.</p>

	<p>v. If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (√)” to the new added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.</p> <p>vi. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.</p> <p>vii. Copy of Power of Attorney signing the bid of bidder or of Lead member in case of JV / Consortium.</p> <p>viii. Scanned copy of Bid Security: Cash, (if any) as well as BG component refer E-tender Notice).</p> <p>ix. Scanned copy of POA of each member & Lead member in case of JV/ Consortium.</p> <p>x. All relevant formats given in Section IV: Bidding format. Physically Signed by authorized signatory / POA of bidders or Lead member in case of JV/ Consortium.</p> <p>xi. Certificate of registration and other statutory documents of formation of bidder’s company or JV/ Consortium or each members of JV/ Consortium (If not incorporated yet) issued by appropriate authority.</p> <p>xii. Copy of PAN card of bidder. (PAN card of Indian member of JV/Consortium, if JV/Consortium consist foreign member).</p> <p>xiii. Copy of all financial documents as directed in Section-III.</p> <p>xiv. Relevant work experience certificate (in line of Section III: Evaluation and Qualification Criteria) and other qualifications certificates as given in Evaluation of Qualification under Section III.</p> <p>xv. All Format of Section-IV and other enclosure, certificates stated above or desired elsewhere in the bid documents shall be physically filled, signed & stamped by authorized signatory / POA of bidder or POA of Lead member of JV/Consortium and scanned copies of such enclosures/documents should be uploaded on e-tender portal of MAHA-METRO along with bid documents.</p> <p>The enclosures meant for Technical Bid shall be uploaded with Technical Envelope & Financial enclosures (If any) shall be uploaded with Commercial Envelope on E-Tender Portal of MAHA-METRO only.</p>
ITB 21.4 (Additional Para)	1. Financial Bid (Commercial Envelope)
ITB 21.4.1 (Additional Para)	<p>i. The financial bid shall be submitted in financial envelope/commercial envelope.</p> <p>ii. BOQ/Summary sheet provided in the Commercial Envelope/financial envelope Section of E-Tender portal of MAHA-METRO shall be duly filled up online by bidder.</p> <p>iii. Few price schedules may require to be filled up physically and required to be</p>

	<p>signed & stamped by authorized signatory / POA of bidder or POA of Lead member of JV/Consortium and a scanned copy of such schedules may be uploaded, as per instructions provided in the BOQ or E-Tender Portal.</p> <p>iv. The Total Bid Price includes all other Taxes (except GST), Duties, Levies, Royalties (if not provided specifically) also. The price to be quoted shall be the total price of the Bid as elaborated in Part 4 Financial Bid & Bill of Quantities. Bidders are advised to examine the BOQ in details regarding the above.</p>
ITB 22	<p>Last date and time of submission of online Bid shall be as per NIT or subsequent revision through corrigendum/addendum.</p> <p>Procedure of submission of bid electronically i.e. E-tender has been described in Annexure-II-C of bid document.</p>
ITB 23	<p>The submission of bid is permitted through E-Tender portal only. Submission of bid is not possible beyond the permitted date and time of submission of bid.</p>
ITB 24.1, 24.2 & 24.3	<p>i. As the bid process is through e-tendering portal of MAHA-METRO, amendment/ modification of bid by using the Re-Work option of the E-Tender portal shall be permissible before closing of the bidding process i.e. last date and time of submission of bid.</p> <p>ii. In case the bidder desires to withdraw the already uploaded/submitted bid, the same would not be possible but the bidder can opt not to proceed with the submission of the bid after opting “Re-work” option on E-tender portal. This can be done only prior to closing date and time of bidding process.</p> <p>iii. The bidder should further note that in such case of not proceeding with submission of bid, the Bid Security, if paid online, through the E-Tender portal, the same will not be refunded immediately. Such cases shall be dealt separately offline after completion of bidding process.</p>
ITB 25.1	<p>The bid opening/ shall take place at office of: Executive Director (Procurement) MAHARASHTRA METRO RAIL CORPORATION LIMITED “Metro Bhawan”, East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA</p> <p>Date: As per NIT Time: As per NIT</p> <p>The electronic bid (E-tender) opening procedure shall be as under: <u>The Technical Envelope/ Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening.</u></p> <p>No minimum number of bids is required in order to proceed to bid opening.</p> <p>Add following paragraph below the existing paragraph of ITB 25.1:</p> <p>i. The Bid Security will be checked and details will be read out for the information of representative of Bidders, present at the time of opening of Bid.</p> <p>ii. Technical Envelope/ Package of those Bidders who have not submitted Bid Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected. Also, bidders who have not uploaded the essential enclosures and formats and not agree the Bid document, Corrigendum, Addendum as uploaded on the E-Tender portal by MAHA-METRO, their submission</p>

	<p>treated as non-responsive and no further technical evaluation will be carried out.</p> <p>iii. The entire submission of the bidder shall be downloaded and examined, scrutinized and evaluated by a committee of officers of MAHA-Metro.</p> <p>iv. After evaluation of Technical Bid received electronically via E-Tender portal of MAHA-METRO, the Financial/ Commercial Package/ Envelope of bid of the bidders who have been evaluated as substantially responsive shall be opened. The date & time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).</p>
ITB 25.2	Cases of "Withdrawal of Bid" and "Modification of Bid" has been described and clarified in clause ITB 24 above.
ITB 25.3	The Bid received through E-tender portal shall be opened in two stages i.e. Technical Bid opening and Financial Bid opening. The entire opening process shall be done online on E-Tender portal of MAHA-Metro. If bidder desires, the opening of bids may be witnessed by their authorized representatives.
ITB 25.4	<p>Replace provisions of ITB 25.4 with the following:</p> <p>The opening of Bid shall be done online on E-Tender portal of MAHA-Metro. The employer shall open the Bid using DSC (Digital Signature Certificate) of authorized officers of MAHA-Metro. The opening log of Bid shall be generated automatically on E-Tender Portal and the printout of the same shall be retained in the tender file.</p> <p>The entire bid submitted by bidder shall be downloaded & printed for evaluation by a Tender Evaluation Committee.</p> <p>The Bidders' representatives who are present shall be required to sign the attendance sheet for record.</p>
ITB 25.5 (Additional Para)	<p>After the evaluation of the Technical Bid in accordance with ITB 27, 28, 29 and ITB 30, the Employer shall prepare a list of responsive Bidders for opening of their Financial Bid.</p> <p>Unacceptable and non-responsive bids will be rejected and the corresponding Financial Package will not be opened.</p> <p>A date, time and venue will be electronically notified to responsive Bidders for announcing the result of evaluation and opening of Financial Bid.</p> <p>The opening of Financial Bid shall be done in presence of respective representatives of responsive Bidders who choose to be present.</p> <p>Result of Technical Evaluation shall be communicated electronically to successful bidders only.</p>
ITB 25.6 (Additional Para)	<p>All Financial Bid shall be opened by using DSC of authorized officer of Maha-Metro and the same shall be downloaded from the online E-Tender portal of MAHA-METRO.</p> <p>The contents of the Financial Bid are to be initialed by bid opening committee of the Employer attending bid opening either in ink or by using DSC.</p> <p>The authorized representative of contractor are permitted to witness the opening process of Financial Bid.</p>
E. Evaluation, and Comparison of Bids	
ITB 26.4 (Additional Para)	The Bid drawings and documentation issued for this work is the property of MAHA-METRO (Employer) and shall be used solely for bidding purpose as general guidance. They shall not be used in part or whole or altered form for any other purpose without the permission in writing of the Employer.

ITB 29.1.1 (Additional Para)	<p><u>Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:</u></p> <ul style="list-style-type: none"> i. All enclosures, declarations, formats are properly signed by authorized representative of bidder or authorized representative of lead member of a JV/Consortium ii. The complete bid document including all corrigendum/addendum/clarifications issued time to time, prior to the submission of bid should be agreed by bidder and all required enclosures should be uploaded on the e-tender portal of MAHA-METRO through digital signature of bidders or through Digital Signature (DSC) of authorized representative of all member of a JV/Consortium iii. has been accompanied by a valid Bid Security; and iv. meets the Qualification & Evaluation Criteria - Bidders, which do not qualify in any of the minimum eligibility criteria including Bid Capacity criteria and other criteria described in bid document elsewhere, shall not be considered for further evaluation of Technical packages and shall be rejected v. meets the other aspects of general evaluation as per BDS ITB 4.9 to 4.17 vi. Statement of Integrity, Eligibility and Social and Environmental Responsibility as per Form – 3 of Section-IV) <p>Absence of the above documents shall result in disqualification of the Bid/Bidder.</p>
	<p>Replace existing ITB 32 and its sub-Para as under</p>
ITB 32.1	<p>Bids will be compared in Indian National Rupees (INR) only. This will be achieved by conversion of the Foreign Currency if any, of the Bid into Indian Rupees by using the Exchange Rates of Reserve Bank Of India at the close of business of the Reserve Bank of India on 7 days prior to the day of Bid submission, and then adding the same to the Indian Rupee portion (if any) of the Bid. In case this particular day happens to be a holiday, the exchange rate at the closing of the business of the Reserve Bank of India on the previous working day will be considered.</p>
ITB 33.1	<p>Margin of purchase preference shall be applicable as per MAKE IN INDIA POLICY 2017 (latest Revision at the time of Submission of Bid). The relevant Circulars / office Memorandum enclosed attached as an Annexure-II A of BDS.</p>
ITB 34.1	<p>No subcontractor is nominated by Employer.</p>
ITB 34.2	<p>Not Applicable</p>
ITB 34.3	<p>Not Applicable</p>
ITB 34.4 (Additional Para)	<p>Sub-Contract</p> <p>Sub-contracting shall be generally limited to 50% of the awarded price of the work excluding the cost of design, if any. The terms and conditions of subcontracts and the payments that have to be made to the Subcontractors shall be the sole responsibility of the Contractor.</p> <p>For sub-contracts exceeding Rs 5 million, it will be obligatory for the Contractor to obtain a "No-Objection" from the Engineer/ Employer. The credentials of the Sub-contractor and Vendor need approval of employer. The Contractor shall certify that the cumulative value of the subcontracts (including those up to Rs. 5 million each) awarded is within the aforesaid 50% limit. Any proposals by the Bidders in their offer shall not be construed as an approval of the vendor.</p>

	The Subcontractor / Vendor shall fully comply with the technical specifications included in the Works Requirements.
ITB 35.2	Replace existing ITB 35.2 as below: For evaluation of Price Bid, the employer shall consider the price bid submitted by the bidder making corrections for errors, if any, pursuant to ITB 31.2 above only . Price variation clause will not be considered for financial evaluation.
ITB 35.5	As per OM No, F 9/4/2020-PPD, Dt. 12.11.2020, Ministry of Finance, Department of Expenditure, Procurement Policy Division, Government Of India. (No provision should be kept in Bid Document regarding Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bid) <u>Hence following pertains to ABG is not applicable to this tender.-</u> If bidder's quoted price is lower than the 10% of the estimated cost of the proposed work, Additional Bank Guarantee (APG) at the rate of 10% of the difference of the lowest allowable limit of quoting and quoted price by the bidders is to be furnished along with the normal performance bank guarantee (PBG). Additional Performance Guarantee (APG) shall be calculated as under:- A=Estimated cost of the work; B=Quoted price by the bidder; Difference of cost, C=A-B, if C > (10%A), then APG = (C-10%A) x 10/100 However, such bid may be accepted by employer solely at their discretion, after going through the cost analysis submitted by the bidder and finding it workable.
ITB 35.6 (Additional Para)	Variations, deviations, alternative offers and other factors which are not in line with the requirement and conditions of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Bid evaluation.

F. Award of Contract

ITB 39.1	Replace the existing ITB 39.1 with the following: Subject to ITB 38.1 and ITB 39.2 , the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the Lowest Evaluated Bid Price, and whose offer is balanced in terms of ITB 35.6 , provided that such Bidder has been determined to be eligible and qualified in accordance with provisions of ITB 4 .
ITB 39.2 (Additional Para)	In case, Successful Bidder is a JV/ Consortium, then the Performance Security may be furnished on behalf of the JV/ Consortium either by the Lead Member or by all the Members of such JV/ Consortium in such proportion as may be agreed between them as per JV/ Consortium agreement.
ITB 40.4 (Additional Para)	The "Letter of acceptance" will be sent in duplicate to the successful Bidder, 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. The Letter of Acceptance will constitute a part of the Contract.
ITB 42.1	The Performance Guarantee required in accordance with Clause 4.2 of the GC shall be for an amount as specified in Section IX. Particular Conditions in the form of a bank guarantee issued from a Scheduled commercial bank of India (excluding Cooperative Banks) or from a scheduled Foreign Bank having business office in India as defined in Section 2(e) of RBI Act 1934 read with

	Second Schedule in the types and proportions of currencies in which the Contract Price is payable.
ITB 42.3 (Additional Para)	The Bidder has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Particular Conditions of Contract (refer ITB 43).
ITN 42.4 (Additional Para)	Failure of the successful Bidder to comply with the requirements of ITB 41 and ITB 42 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
ITB 43 (Additional Para)	Guarantees and Warranties The Contractor shall submit other all Warranties, Guarantees & Undertakings (as applicable) in accordance with Clause 26 of PC and Section I ITB and Section X-Contract form .
ITB 44 (Additional Para)	Insurance The Bidders' attention is drawn to the provisions contained in Clause 18 of the General Conditions of Contract and Clause 55, 56, 57, 58 and 59 of Particular Conditions of Contract .

F. No. K-14011/10/2020 -UT-V
Government of India
Ministry of Housing and Urban Affairs
Urban Transport Division
(UT-V Desk)

311-B, Nirman Bhawan, New Delhi.
Dated the 24th September, 2020.

To,

MD's of all the Metro Rail Corporations (as per the list attached).

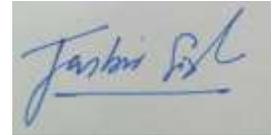
Subject: Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 - Revision-reg.

Sir/Madam,

I am directed to enclose herewith Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 from Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry on the above cited subject for information and further necessary action.

Encl : As above.

Yours Sincerely,



(Jasbir Singh)

Under Secretary to the Govt. of India
Tel: 011-23062285

Copy to:

- i. Directorate General, CPWD, A-Wing, Room No. 101, Nirman Bhawan, New Delhi – 110011.
- ii. Chairman cum Managing Director, NBCC India Limited, NBCC Bhawan, Lodhi Road, New Delhi – 110 003.
- iii. Vice Chairman, Delhi Development Authority (DDA), B-Block, 1st Floor, Vikas Sadan, New Delhi – 110023.
- iv. Chairman cum Managing Director, HUDCO, HUDCO Bhawan, India Habitat Centre, Lodhi Road, New Delhi – 110 003.
- v. Shri Sudhir Kumar Mandal, Joint Secretary, Controller of Publication < cop-dep@nic.in>.
- vi. Shri Arun Kumar Bansal, Director, Directorate of Printing <bansal.arun@gov.in>.
- vii. Ms. Ritu Sain, Director (DE)-I, Directorate of Estates <ritusain@ias.nic.in>.
- viii. Shri Naveen Yadav, Director (DE)-II, Directorate of Estates <naveen.yadav@nic.in>.

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

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'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

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3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders -

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

.....Contd. p/8

13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

.....Contd. p/9

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

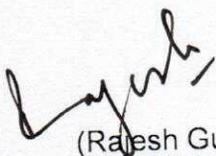
17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)
Director

Tel: 23063211

rajesh.gupta66@gov.in

F. No. K-14011/10/2020 -UT-V
Government of India
Ministry of Housing and Urban Affairs
Urban Transport Division
(UT-V Desk)

311-B, Nirman Bhawan, New Delhi.
Dated the 14th August, 2020.

To,

MD's of all the Metro Rail Corporations (as per the list attached).

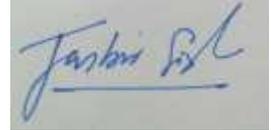
Subject: Request for details regarding Public Procurement in Metro Rail/RRTS Corporations.

Sir/Madam,

I am directed to refer to Department of Expenditure, Ministry of Finance OM dated 23.07.2020 (as enclosed) and to request that the requisite details /comments on Annexure-A and Annexure-B (copies enclosed) regarding public procurements w.r.t. your respective Metro Rail/RRTS projects may be furnished to this Ministry positively by 19.08.2020 2 pm.

Encl : As above.

Yours Sincerely,



(Jasbir Singh)
Under Secretary to the Govt. of India
Tel: 011-23062285

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

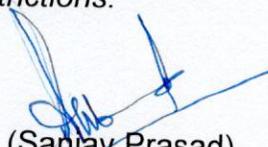
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

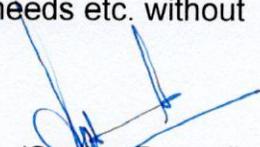
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for GeM:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

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MAHARASHTRA METRO RAIL CORPORATION LIMITED**(NAGPUR METRO RAIL PROJECT, PHASE-2)****BID DOCUMENTS****FOR****Name of work: -**

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Ele-04/2023**PART 1: BIDDING PROCEDURE
SECTION II: ANNEXURE II-C: Tool Kit for using E-Tender Portal****Maharashtra Metro Rail Corporation Limited**

Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA

Website: www.metroinagpur.com

E- TENDERING PROCEDURE

Tool Kit for using E-Tender Portal of Maha-Metro

A] Tender Forms.

- i. Tender Forms can be purchased from the e-Tendering Portal of Maha-Metro, i.e. <https://mahametrorail.etenders.in> after paying Tender Fees via online **mode** as Per the **Tender Schedule**.
- ii. Bidder should have valid class II/III digital signature certificates (DSC) obtain from any certifying authorities.
- iii. Bidder should install the Java and NxtCrypto service available on the Home Page of Download section **URL:-** <https://mahametrorail.etenders.in>

B] Pre-requisites to participate in the Tenders processed by Maha-Metro:

i. Enrolment of Contractors on Electronic Tendering System:

The Contractors interested in participating in the Tenders of Maha-Metro processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

If the information is found to be complete, the enrolment submitted by the Vendor shall be approved automatically.

The Contractors may obtain the necessary information on the process of enrolment either from Helpdesk Support Team or may visit the information published under the link Help manual and tutorials on the Home Page of the Electronic Tendering System.

ii. Obtaining a Digital Certificate:

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class - II or Class -III). This is required to maintain the security of the Bid Data and to establish the identity of the Contractor transacting on the System.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate, which is used to encrypt the data / information and sign the hash value during the Tender Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online.

Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information on the process of application for obtaining Digital Certificate, the Contractors may visit the section Digital Signature Forms on the Home Page of the Electronic Tendering System.

iii. **Recommended Hardware and Internet Connectivity:**

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

iv. **Set up of Computer System for executing the operations on the Electronic Tendering System:**

To operate on the Electronic Tendering System of Maha-Metro, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Downloads on the Home Page of the System.

The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the Help manual and Tutorials available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

C] The e-tender portal contains two sections Technical Bid Submission & Financial Bid Submission.

- i. **Technical Bid Section:** - Technical Bid Section shall contain all Document and enclosures as directed in NIT, ITT and EQ. Bidder shall upload the PDF copy of such documents in Technical Section only.
- ii. **Financial Bid Section:** - All prices/Commercial offers/ or any information pertain to commercial offer required by MAHA-METRO from the bidders, shall be filled/uploaded (If directed by MAHA-METRO) in Financial Bid Section only.
- iii. **No information pertaining to Financial Bid section should be uploaded/disclosed in Technical Bid Section or vice versa.**

D] Steps to be followed by Contractors to participate in the e-Tenders processed by Maha-Metro.**i. Preparation of online Briefcase:**

All Contractors enrolled on the Electronic Tendering System of Maha-Metro are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Tender Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

Note: Uploading of documents in the briefcase does not mean that the documents are available to Maha-Metro at the time of Tender Opening stage unless the documents are specifically attached to the Tender during the Tender Submission stage.

ii. Online viewing of Detailed Notice Inviting Tenders:

The Contractors Can View The Detailed **Tender Notice (NIT)** Along With The Time Schedule (Key Dates) For All The Live Tenders Released By Maha-Metro And **Eligibility Criteria (EQ)** On The Home Page of Maha-Metro E-Tendering Portal On <https://mahametrorail.etenders.in> Under The Section Online Tenders. Viewing & Downloading The **NIT & EQ** Is Free of Cost.

iii. Download of Tender Documents:

After going through the NIT & EQ, if bidder finds himself eligible for the bidding, he may purchase the complete bid document via online mode by paying the cost of Tender Document by Debit Card/Credit Card/ Net Banking as described on E-Tender Portal. After paying the cost of the document, bidder may download the complete bid documents.

iv. Online Submission of Bid:

- a. At the stage of EMD, the EMD payment may be either in the form of Cash or Bank Guarantee or combination of both. Bidders are advised to refer the Instruction to Bidders and Bid Data Sheet of the concerning Bid. For detail provision of payment of EMD, bidders are advised to refer concerning clause of Bid Document
- b. For Cash Component Payment of EMD, which bidder has to pay online using any one online pay mode as RTGS, NEFT, Debit Card, Credit Card & Net Banking through payment gateway of E-Tender Portal. For EMD payment, if bidder uses NEFT or RTGS then system will generate a challan (in two Copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment against the challan.
- c. Bidder should ensure the payment of online EMD, 72 Hours (Excepting Holiday if any) prior to the final submission date of the Bid. *
- d. Bidders have the option to pay EMD either at the initial stage of submission of bid or at the final stage of submission of bid, when all mandatory formats/ documents filled/ uploaded.
- e. If the EMD is in form of Bank Guarantee or part of EMD in form of BG, scan copy of such BG shall be uploaded by bidders in technical section of E-Tender Portal.
- f. Bidder shall download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender Portal using his DSC (i.e. DSC of POA/ Owner) & read the all tender Instruction & clauses carefully.
- g. For submission of Tender Document and Corrigendum, Tick (✓) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders have to tick (✓) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (✓) the bid documents & corrigendum /addendum shall automatically have attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.
- h. If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (✓)” to the new added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.
- i. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- j. All required enclosures as per bid document shall be uploaded in “Technical Envelope” / “Technical Section” of E-Tender portal by using DSC of bidder.

- k. The “Technical Envelope” / “Technical Section” of E-Tender portal has been provided with facilities to upload a file of maximum size of 10 mb only at each entity.
- l. If bidder is desirous to upload a file more than 10mb size, he shall have spilt the file in two or more parts of 10mb or lesser than 10mb each and can upload the same at appropriate **Technical Template** or **“Additional Document”** section of **“Technical Envelope/section”** of E-Tender Portal.

Note:-

- * Realization of NEFT/RTGS payment normally takes 24 hours, so it is advised to make Sure that NEFT/RTGS payment activity should be completed well before time.
- * NEFT/RTGS option will be depend on the amount of EMD.
- * Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering Portal.

v. Short listing of Contractors for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by email.

vi. Opening of the Financial Bids:

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids.

vii. Tender Schedule (Key Dates):

All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule.

At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended.

Note: - For details illustrations, please refer or down load the PPT demonstration available on E-Tender portal of <https://mahametrorail.etenders.in>.

E] Terms and Conditions for Online-Payments

The Terms and Conditions contained herein shall apply to any person ("User") using the services of Maha-Metro, Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through MAHA-METRO Maharashtra website i.e. <https://mahametrorail.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy:

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender.
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offers. General

F] Terms and Conditions for E-Payment on E-Tender Portal

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund for Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be affected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
 - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

G] Limitation of Liability of Merchant/ Payment Gateway

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, nonperformance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
 - (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

H] Miscellaneous Conditions:

Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

1. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
 - i. Choose a new password, whenever required for security reasons.
 - ii. Keep his/ her User ID & Password strictly confidential.
 - iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet cafe.

II Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

- i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

JJ Personal Information

1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website, the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

KI Payment Gateway Disclaimer:

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

MAHARASHTRA METRO RAIL CORPORATION LIMITED (NAGPUR METRO RAIL PROJECT, PHASE-2)

BID DOCUMENTS

FOR

Name of work:-

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.(-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Elc-04/2023

PART 1: BIDDING PROCEDURE
SECTION III: Evaluation & Qualification Criteria



Maharashtra Metro Rail Corporation Limited
Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA

Website: www.metro railnagpur.com

SECTION-III: Evaluation & Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with [ITB 35](#) and [ITB 37](#), no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in [Section IV](#), Bidding Forms.

1. Evaluation

In addition to the criteria listed in [ITB 35.2](#) the following criteria shall apply:

1.1 Assessment of adequacy of Technical Proposal with Requirements– Not Applicable

The assessment of the Technical Proposal submitted by a Bidder shall comprise:

- (a) evaluation of the Bidder's technical capacity to mobilize key equipment and key personnel to carry out the works,
- (b) manufacture / construction method,
- (c) manufacture / construction schedule
- (d) Sufficiently detailed supply sources in accordance with requirements specified in [Section VII](#) – Works Requirements.

1.2 Multiple Contracts - Not Applicable

1.3 Alternative Completion Times – Not Applicable

1.4 Technical alternatives – Not Applicable

1.5 Specialized Subcontractors -Not Applicable

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

2. Qualification

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
				1	Eligibility		
1.1	Nationality	Only Indian bidders are eligible to participate in this tender (Only companies registered under Indian Companies act are eligible)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Certificate of Incorporation or Registration certificate etc.
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form-1 (Letter of Bid)
1.3	Agency Eligibility	Not being ineligible to the Agency financing, as described in ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form-3
1.4	Government Owned Entity of the Borrower country	Meet conditions of ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form-3
2.0	Historical Contract Non-Performance						
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor's default in the past five (5) years.	Must meet requirement ²	Must meet requirement	Must meet requirement ²	N/A	Form-15
2.2	Suspension Based on absence of Bid Security	Not under suspension based on absence of a Bid Security pursuant to ITB 4.4 or withdrawal of a Bid pursuant to ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form-1

¹Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

²This requirement also applies to contracts executed by the Bidder as JV member.

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
				2.3	Pending Litigation	Applicant's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant.	
3.0	Financial Situation and Performance						
3.1 (a)	Financial Capabilities (cash flow)	The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as INR 49 Lakhs for the subject contract.	Must meet requirement	Must meet requirement	Must meet Min. 20% (Twenty) of the requirement	For Lead Member: Must meet Min. 50% (Fifty) of the requirement	Form-18
3.1 (b)	Bid Capacity	Evaluation of Bid Capacity: - The Bidders will be qualified only if their available bid capacity is more than the approximate cost of work as per MAHA-METRO assessment. Available bid capacity will be calculated based on the following formula: Available Bid Capacity= 2xAxN – B Where, A = Maximum of the value of construction works executed in any one year during the last 05 (five) financial years reckoned up to 31st March'2022 (Updated to price level of 31 March 2022 assuming 5% (for INR portion) and 2% (for	Must meet requirement	Must meet requirement	Must meet requirement as per their % share of participation in JV	-----	Form-17 & Form-19

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
		foreign currency portion) inflation per year compounded annually) N = Number of years prescribed for completion of the present work B = Value of existing commitments as on first day of the month of this Bid submission i.e. for on-going construction works during completion period of proposed work. Proportionate value will be taken if it falls during the financial year. Note: 1. The available bid capacity should be more than the estimated cost of the proposed work. 2. A certificate issued from statutory auditor certifying A and B value must be enclosed with the Technical bid. The certificate must be with UDIN					
3.1 (c)	Net Worth	Net worth of Bidder ending 31 st March'2022 should be minimum INR 1.96 Crores. Note: Statutory Auditor's certificate is required to be enclosed with bid. The certificate must be with UDIN. Current year's Net worth i.e. for financial year April 22- March 23 can be accepted.	Must meet requirement	Must meet the requirement	Must meet Min. 20% (Twenty) of the requirement	For Lead Member: Must meet Min. 50% (Fifty) of the requirement	Form-16

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
				3.1 (d)	Net Profit	<p>Summery sheet of audited balance sheets for the last 5 (five) years (FY 2017-18, 18-19, 19-20, 20-21 & 21-22) shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability.</p> <p>The Bidder Must have made Net Profit before tax during any two of the last 5 financial years i.e. (FY 2017-18, 18-19, 19-20, 20-21 & 21-22)</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Statutory Auditor's certified summary sheet of each year need to be enclosed with bid. The certificates must be with UDIN 2. Copy of audited balance sheets also need to be submitted along with the bid 	
3.2	Average Annual Turnover	<p>Minimum average annual turnover of INR 5.88 Crore in the last 5 (five) years</p> <p>Note:-</p> <ol style="list-style-type: none"> 1. Last five years shall be (FY 2017-18, 18-19, 19-20, 20-21 & 21-22) 2. In case of Companies, which follows Financial Year as Calendar Year (January to December), data for 2021 shall be treated equivalent to the data of FY 2021-22 and so on. 	Must meet requirement	Must meet requirement	Must meet Min. 20% (Twenty) of the requirement	For Lead Member: Must meet Min. 50% (Fifty) of the requirement	Form-17

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
						3. Statutory Auditor's certified summary sheet of audited balance sheet need to be enclosed with bid. The certificate must be with UDIN 4. Copy of audited balance sheets also need to be submitted along with the bid	
4.0	Experience						
4.1	General Electrical work Experience	A) Minimum Experience under Electrical works contracts in the role of prime contractor/JV member during the period ending 31st March 2023 .	Last 10 years	N/A	Last 5 years	For lead member during last 10 years	Form-20
		B) The tenderer must have valid electrical license issued by Central Government/State Government/ PSU/ Urban Local Bodies (Bidder must submit the copy of such license along with the technical bid submissions).	Must meet requirement	N/A	Must meet requirement	N/A	
4.2 (a)	Specific Electrical works & Contract Management Experience	A minimum of *Similar Work contracts specified below that have been satisfactorily completed as a prime contractor or joint venture member during last 10 (Ten) years i.e., up till 31st March'2023 . (a) The bidder must have executed work amounting to Rs. 4.7 Crores in 1 (One) Contract towards *Similar Work	Must meet requirement	Must meet requirement	***as per JV Member experience	**as per Lead member experience	Form-21

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
4.2 (b)	Quality & EHS Qualification Criteria (Not applicable to this tender)	<p>3. ***Other Member (JV) experience: Other member of the JV must have executed work amounting to Rs.1.17 Crore towards *Similar work in 2 (Two) contracts collectively.</p> <p>4. Client certificate should clearly mention extent of work executed.</p> <p>5. Maximum number of entities in JV/Consortium should be 3 (three) (Lead Member+ 2 Other Member).</p> <p>(Not applicable to this tender)</p> <p>1. The Bidder must have Environmental Management Certificate ISO: 14001 or equivalent.</p> <p>2. The Bidder must have Quality Management Certificate ISO: 9001/ DNV/ TUV/ JAS-ANZ/ equivalent or equivalent.</p>	Must meet requirement	N/A	N/A	Must meet requirement (Lead Member)	Copy of relevant certificate

3. Special Notes:

- i. During evaluation of this bid, if the bidder has already been awarded any other packages of Nagpur Metro Rail Phase-II, then the bidder has to demonstrate that he aggregately (combining present tender & previously awarded tender) satisfies criteria's mentioned in 3.1(a) & 3.1(b) for this tender.

- ii. Full (100%) experience for previous works of the JV shall be considered, if the claiming member of the JV has at least 60% share in previous consortium/ JV for the relevant referred Work Experience, else proportionate quantum of experience of previous works up to the percentage share of participation in the previous JV shall be considered.
- iii. Existing JV/Consortium already worked/working in any department & meeting the eligibility criteria of *Similar work, mentioned in Section-III of Bid Document, can bid with the same JV configuration as a Single Entity.
- iv. If any member has less than 20% share in previous JV/consortium, his experience shall be considered as non-substantial member and shall not be considered for evaluation.
- v. The JV/Consortium member having maximum % contribution in proposed JV should be treated as Lead Member.
- vi. The mentioned experience must be supported by duly signed and stamped certificate from the employer. Bidder shall submit the contact details of issuing authority of the certificates for verification.

4. Personnel (Bidder shall use Form-4 to submit the detail) (Not applicable to this tender)

5. Equipment (Bidder shall use Form-8 to submit the detail) (Not applicable to this tender)

6. Domestic Preference: As per Make in India Policy-2017

7. Requirements of the core design team for the project (Not applicable to this tender)

8. For Calculation the Net Profit and Average Annual Turnover

The financial statement of bidders for F.Y. 2022-23 may be considered (if their Balance Sheet Dated:31.03.2023 is finalized and audited). In that case the F.Y. 2017-18 financial position may not consider for calculating the Net Profit and Average Annual Turnover.

**Maharashtra Metro Rail Corporation Limited
(NAGPUR METRO RAIL PROJECT, PHASE-2)****BID DOCUMENTS****FOR****Name of work:-**

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.(-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Elc-04/2023**PART 1: BIDDING PROCEDURE
SECTION IV: BIDDING FORMS**

**Maharashtra Metro Rail Corporation Limited
Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA**

Website: www.metro railnagpur.com

Section IV. Bidding Forms
Table of Forms

Sr. No.	Form No.	Name of Form
01.	Form No.1	Letter of Bid
02.	Form No.2	Pro-Forma Letter of Participation from Each Partner of Joint Venture /Consortium
03.	Form No.3	Statement of Integrity, Eligibility and Social and Environmental Responsibility
04.	Form No.4	Organization Chart & deployment of staff
05.	Form No.5	Method Statement
06.	Form No.6	Work Program
07.	Form No.7	Certificate of compliance
08.	Form No.8	Deployment of machinery/equipments/systems
09	Form No.9	Quality Assurance plan
10	Form No.10	Outline safety assurance plan
11	Form No.11	Outline Safety, Health and Environmental Plan
12	Form No.12	Outline Project Management Plan
13	Form No.13	Bidder's information
14	Form No.14	Bidder's JV/Consortium information
15	Form No.15	Historical contract non-performance, pending litigations and litigation history
16	Form No.16	Financial situation and performance
17	Form No.17	Average annual turnover
18	Form No.18	Financial resources
19	Form No.19	Current contract commitments/work in progress
20	Form No.20	General Electrical work Experience
21		The tenderer must have valid electrical license issued by Central Government/State Government/ PSU/ Urban Local Bodies (Bidder must submit the copy of such license along with the technical bid submissions).
22	Form No.21	Specific Electrical works & contract management experience
23	Form No.22	Form of bid security
24	Form No.23	Form of joint bidding agreement
25	Form No.24	Form of Legal capacity/power of attorney
26	Form No.25	Letter of undertaking regarding confidentiality of bid information
27	Form no.26	Undertaking for downloading of bid documents
28	Form No.27	Form of Certificate confirming submission of all documents of Financial Package in the Technical Package with prices left blank
29	Form No.28	Form of Certificate confirming downloading of all Bidding Documents, Corrigendum and Addenda
30	Form No.29	Form of Declaration for non-engagement of any agent, middleman or intermediary
31	Form No.30	Form of certificate confirming careful examination of all the contents of Bidding Documents and signing of all pages of Bidder's proposal
32	Form No.31	Undertaking for passing on benefits of exemptions to Maharashtra Metro Rail Corporation Limited and for adjustment of amounts due from balance due
33	Form No.32	Undertaking for obtaining registrations under various fiscal and labour laws
34	Form No.33	Declaration of undertaking
35	Form No. 34	Bid Securing Declaration
36	Form No. 35	Power of Attorney of Sole / Single Bidder
37	Form No. 36	Declaration of bidder as a signatory of Proprietorship firm
38	Form No. 37	Bid Index

Letter Of Bid

[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address]

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

To:

Maharashtra Metro Rail Corporation Limited

Metro Bhawan, East High Court Road (VIP Road),

Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) _____;
- (b) We have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer in absence of a Bid Security in the Employer's country in accordance with ITB 4.4.
- (d) We offer to execute in conformity with the Bidding Documents the following Works: (*name of work*) _____;
- (e) Our bid shall be valid for a period of _____ days (as per BDS) from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;
- (g) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We have not paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____

Notes:-

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

Form-2**Pro-Forma Letter of Participation from Each Partner of Joint Venture (JV/Consortium)**
(On each Firm's Letter Head)

Dt.-----

To,
THE MANAGING DIRECTOR,
Maharashtra Metro Rail Corporation Limited
Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA

Sir,

Regarding:

Tender No.: _____

Name of Work: _____

We wish to confirm that our company / firm (delete as appropriate) has formed a Joint Venture with
and for the purposes associated with NIT referred to above.

*(Member(s) who are not the lead partner of the JV/CONSORTIUM should add the following paragraph)**

'This JV/CONSORTIUM is led by *(Name of lead member)*whom we hereby authorize to act on our behalf for the purpose of submission of Bid for and authorize to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.'

OR

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

'In this group we act as leader and, for the purposes of applying for qualification, represent the Joint Venture.'

In the event of our group being awarded the contract, we agree to be jointly with..... (Names of other members of our JV/CONSORTIUM)..... and severally liable to the Maharashtra Metro Rail Corporation Limited, its successors and assigns for all obligations, duties and responsibilities

arising from or imposed by the contract subsequently entered into between Maharashtra Metro Rail Corporation Limited and our JV/CONSORTIUM.

*I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.

Yours faithfully,

(Signature)

(Name of Signatory).....

(Capacity of Signatory).....

Seal

* Delete as applicable

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Bidder's Name: - _____

Tender No.: _____

Name of Work: _____

To:

Maharashtra Metro Rail Corporation Limited, Nagpur

1. We recognise and accept that ADB / EIB / Agency only finances projects of Maharashtra Metro Rail Corporation Limited (the Contracting Authority) subject to its own conditions which are set out in the Financing Agreement which it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between ADB / EIB / Agency and our company, our joint venture or our subcontractors. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance.
2. We hereby certify that neither we nor any other member of our joint venture or any of our subcontractors are in any of the following situations:
 - 2.1. being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2. having been convicted, within the past five years by decision of a court decision, which has the force of *res judicata* in the country where the project is implemented, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of a contract¹;
 - 2.3. being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4. having committed serious professional misconduct within the past five years during the procurement or performance of a contract;
 - 2.5. not having fulfilled our obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country;
 - 2.6. having been convicted, within the past five years by a court decision, which has the force of *res judicata*, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of an ADB / EIB / Agency-financed contract;
 - 2.7. being subject to an exclusion decision of the World Bank since 30 May 2012, and being listed on the website <http://www.worldbank.org/debarr2>;
 - 2.8. having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.

¹In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this ADB / EIB / Agency-financed contract.

²In the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this ADB / EIB / Agency-financed contract.

- 2.9. have not been banned or blacklisted or debarred, which is in force on the last date of Submission of the Bid,
- A. for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc. by:
- a. any Department / PSU / Subordinate Offices under Ministry of Housing and Urban Affairs (MOHUA) or
- b. any department of Government of Maharashtra
- or
- B. By Department of Expenditure (DOE), Ministry of Finance, Government of India from participating in any government bidding procedure.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors are in any of the following situations of conflict of interest:
- 3.1. being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of Maharashtra Metro Rail Corporation Limited/ ADB / EIB / Agency and resolved to its satisfaction;
- 3.2. having a business or family relationship with a Contracting Authority's staff involved in the selection procedure or the supervision of the resulting contract, unless the stemming conflict of interest has been brought to the attention of Maharashtra Metro Rail Corporation Limited/ ADB / EIB / Agency and resolved to its satisfaction;
- 3.3. being controlled by or controlling another bidder or being under common control with another bidder, or receiving from or granting subsidies directly or indirectly to another bidder, having the same legal representative as another bidder, maintaining direct or indirect contacts with another bidder which allows us to have or give access to information contained in the respective bids, influencing them or influencing decisions of the Contracting Authority;
- 3.4. Being engaged in a consultancy activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5. in the case of a works or goods procurement procedure:
- i. having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation that are subject of the bid;
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this contract;
4. If we are a government-owned entity, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform ADB / EIB / Agency, any change in situation with regard to points 2 to 4 here above.
6. In the context of procurement and performance of the contract:
- 6.1. We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit.

- 6.2. We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit.
- 6.3. We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies, (ii) any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a public officer by the national laws of the Contracting Authority, an undue advantage of any kind, for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.
- 6.4. We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any private person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another person or entity for such private person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- 6.5. We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings.
- 6.6. Neither we nor any of the members of our joint venture or any of our subcontractors shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France.
- 6.7. We commit ourselves to comply with and ensure that all of our subcontractors comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties,. Moreover, we shall implement environmental and social risks mitigation measures such as specified in the environmental and social management plan or, if appropriate, in the environmental and social impact assessment notice provided by the Contracting Authority.
7. We, as well as members of our joint venture and our subcontractors authorise Maharashtra Metro Rail Corporation Limited/ ADB / EIB / Agency to inspect accounts, records and other documents relating to the procurement and performance of the Contract and to have them audited by auditors appointed by Maharashtra Metro Rail Corporation Limited/ ADB / EIB / Agency.

Name:- _____ In the capacity of _____

Signature:- _____

Duly empowered to sign the bid in the name and on behalf of³ _____

³ In case of joint venture, insert the name of the joint venture. The person who will sign the bid on behalf of the bidder shall attach a power of attorney from the bidder.

Organization Chart & Deployment of staff

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

The Bidder shall provide with the Bid a complete Schedule of deployment and Organization chart in the table below:

S.No.	Name	Qualification	Designation

Note:

The above shall be submitted by the bidder in accordance with the clause no.4 of Section-III, (Evaluation & Qualification Criteria), of Part-1 of Bid Document.

Method Statement

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

Each Bidder shall set out details of the Method Statement for the Works to demonstrate how it will meet the Employer's objective and requirements. As a minimum, the Method Statement shall address the following:

- (a) Details of the arrangements and methods which the Bidder proposes to implement for the construction of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Particular Conditions of Contract.
- (b) Outline of the arrangements of the Bidder to manage coordination of Site access.
- (c) Comments on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints.
- (d) [Comments on any offshore or waterfront aspects of the Works.]; e.g. schedule of components to be manufactured off-shore and description of plants to be imported etc.
- (e) Comments on logistics and traffic management *[as may be appropriate]*.
- (f) Outline of the arrangements and organisation of the Bidder to ensure compliance with the Works Requirements.
- (g) Outline of the arrangements of the Bidder to carry out testing upon completion as specified in the Works Requirements.
- (h) Deleted.
- (i) *[Insert other information, as may be appropriate.]*

Works Programme

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

1. The Bidder shall submit a Work Plan as a part of the Bid, which shall contain the following:
 - a. Proposed Works Programme.
2. The Bidder's proposed Works Programme shall indicate how the Bidder intends to organize and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. The Works Programme shall be prepared in terms of weeks from the Commencement Date of Works.
3. The Bidder's Design Submission Programme shall cover the Design phase and include a schedule identifying, describing, cross-referencing and explaining the Design Packages and submissions, which it intends to submit.
4. The Design Submission Programme should take due account of the design coordination interface periods with other Designated Contractors and be consistent with the Works Programme.
5. The Works Programme shall include details as stipulated in Chapter 2 and 3 of the Works Requirements – General Specification, for review by the Engineer.
6. The proposed Works Programme or Programmes shall be developed as a critical path network using the Precedence Diagramming Method and be presented in bar chart and time scaled logic network format and shall clearly show the division of the Works, the start and completion dates for each activity and their inter-relationships and Key Dates. The network must be fully resourced and show the co-ordination with Designated Contractors.
7. The proposed Works Programme shall show achievement of all Key Dates as mentioned in **Section IX: Annexure-IX- G**.
8. The proposed Works Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
9. The Bidder should have regard to the possibility, as per Instructions to Bidders that during the bid evaluation period the proposed Works Programme may be developed into a Programme which, in the event of award of the Contract, would be the submission of the Preliminary Works Programme. To facilitate this process the Bidder shall, in the preparation of the proposed Works Programme, take due account of the provisions of Works Requirements in so far as they concern the Works Programme.
10. The proposed Works Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic in developing the works programme for Construction, EMP works etc.

This narrative statement shall also indicate which elements of the Works, the Bidder intends to carry out off-shore and/or 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 Bidder must

clearly bring out how major activities (specifically the following) are proposed to be executed and explain his ability to mobilize the required plant, machinery and resources for the same.

11. The Bidders' attention is drawn to the Programme Logic Diagrams, which shows the general relationship between the Works under the Contract, Contract periods of Designated Contracts and Key Dates (Section IX. Particular Conditions Part A – Contract Data 'Table: Summary of Sections') (including that for completion of the Works). The logic diagrams shall be developed and submitted along with the Works Programmes as submitted during the course of the Works.

Form-7

Certificate of Compliance

(On Bidder's Letterhead)

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

This Certificate is issued in the full knowledge that the Bid for the above referred work including the Technical Proposals submitted by us, are in Clause-by-Clause Compliance with the provisions of Bid Document i.e ITB, BDS, EQC, Works Requirements and other specifications, including Addenda/Corrigenda etc. thereon, accompanying the proposal.

**Signed
Authorized Representative**

Seal:

Date:

Deployment of Machinery/ Equipment / Systems

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

SN	Name of the Machinery/ equipment / system	Min nos. required	Name of manufacturer and address	Year of Manufacture
1	2	3	4	5
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Note:

1. The above shall be submitted by the bidder in accordance with the clause no.5 of Section-III, (Evaluation & Qualification Criteria), of Part-1 of Bid Document.

Quality Assurance Plan

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

The Contractor shall establish and maintain a Quality Assurance System in construction procedures and the interfaces between them. This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems that the Contractor already maintains.

The Bidder shall submit as part of his Bid an Outline Quality Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient Quality Assurance System. The Outline Quality Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Quality as required.

The Bidder may be requested to amplify, explain or develop its Outline Quality Plan prior to the date of acceptance of the Bid and to provide more detail with a view to reaching provisional acceptance of such a plan.

Overall responsibility for Quality Assurance for construction / manufacture, testing, commissioning and DLP shall be with the bidder or jointly and severally of each member in case of JV/Consortium.

Outline Safety Assurance Plan

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

The Bidder shall submit as part of its Bid an Outline System Safety Assurance Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient safety procedures in the design, construction / manufacture, transport, integrated testing and commissioning of Works.

The Outline System Safety Assurance Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety including Hazard Analysis, Fire Control, Electromagnetic compatibility / Electro-magnetic Interference Control, reliability, availability and maintainability as given in this Bid.

The Bidder shall also include in the Outline Safety Plan sufficient information to demonstrate clearly the Bidder's proposal for the safety of the Works / Plant / Equipment and personnel at the site. On the basis of this information, the Contractor shall develop a Detailed Site Safety Plan as given in this Bid.

The Outline System Safety Assurance Plan shall be headed with a formal statement of policy in relation to safety and shall be sufficiently informative to define the Bidder's safety plans and set out in summary an adequate basis for the development of the Safety Plan to be submitted in accordance with the conditions of this Bid.

The Bidder may be requested to amplify, explain or develop its Outline System Safety Assurance Plan prior to the date of acceptance of the Bid and to provide more details with a view to reaching provisional acceptance of such a Plan.

Outline Safety, Health and Environmental Plan

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

The Bidder shall submit as part of his Bid an Outline Safety, Health & Environment Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient compliance to the conditions of contract on SHE manual (Refer: Section-XI of Part-3). The Outline Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by Sub-Clause 4.18 of the GC.

The Outline Plan shall be headed with a formal statement of policy in relation to Safety, Health & Environment protection and shall be sufficiently informative to define the Bidder's plans and set out in summary an adequate basis for the development of the Site Safety, Health & Environment Plan to be submitted in accordance with Sub-Clause 4.18 of the GC.

The Bidder may be requested to amplify, explain or develop its Outline Environmental Plan prior to the date of issue of Letter of Acceptance and to provide more details with a view to reaching provisional acceptance of such a plan.

Outline Project Management Plan

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

The Bidder shall submit with its Bid a Project Management Plan as prescribed in Works Requirements - inter-alia indicating names, qualifications, professional experience and corporate affiliation of all proposed key management and engineering personnel (above the level of supervisor) and specialists.

The Bidder shall include its proposals for its Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.

The Bidders shall provide a complete staffing schedule and organization chart as required under **clause-5, Section-III of Part-1 of Bid Document.**

The Bidder shall include in its proposals the methods that it shall employ to implement the Employer's requirements for Quality, Safety and Environmental Assurance. These shall include a commentary on how the programmes shall be initiated, maintained and reported, the tests that shall be carried out, and who shall be responsible for controlling and monitoring the programmes.

Bidder's Information Form

Bidder's Name:- _____

JV/Consortium member's Name _____

Tender No.: _____

Name of Work: _____

S.No.	Description	Information
1	Bidder's name	
2	In case of Joint Venture /Consortium, name of each member & a separate information form for each member shall be filled & enclosed.	
3	Bidder's country of registration: <i>[indicate country of Constitution]</i>	
4	Bidder's legal address [in country of registration]:	
5	Bidder's year of incorporation:	
6	Core Business	
7	Principal place of business	
8	Contact No. Of main Office at Principal place of business.	
9	Bidder's Present Address of Correspondence:	
10	E-Mail ID	
11	Bidder's authorized representative's information (As per POA / Declaration of authorized signatory)	
12	Name:	
13	Designation	
14	Address	
15	Telephone No.	
16	Mobile No.	

17	E-Mail ID	
18	PAN NO.(If Indian bidder)-Copy to be enclosed	
19	GST No. (If Indian bidder)-Copy to be enclosed	
20	Attach copies of original documents of following	
	Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.	
	(b) In case of JV/Consortium, letter of intent to form JV/Consortium or JV/Consortium agreement, in accordance with ITB 4.1.	
	(c) In case of Government-owned enterprise or institution, in accordance with ITB 4.3 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer 	
21	Power of Attorney in favour of authorized signatory supported by board resolution	
22	A list of Board of Directors with DIN No., and the beneficial ownership.	

Bidder's JV/Consortium Information Form
(to be completed for each member of Bidder's JV/Consortium and any Specialized subcontractor if applicable)

Bidder's Name:- _____

JV/Consortium member's Name _____

Tender No.: _____

Name of Work: _____

Description	Information
Bidder's JV/Consortium name:	
JV/ Consortium member's name alongwith % participation and role (Lead / Other member):	
JV/ Consortium member's country of registration:	
JV/ Consortium member's year of constitution:	
JV/ Consortium member's legal address in country of constitution:	
JV/ Consortium member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____	
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/ or registration documents of the legal entity named above. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.3. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.	

Historical Contract Non-Performance, Pending Litigation and Litigation History
(to be completed by the Bidder and by each member of the Bidder's JV/Consortium)

Bidder's Name:- _____

JV/Consortium member's Name _____

Tender No.: _____

Name of Work: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert current year number less 5]</i> specified in Section III, Evaluation and Qualification Criteria, Clause No. 2.1.			
<input type="checkbox"/> Contract(s) not performed as indicated below since 1 st January <i>[insert current year number less 5]</i> specified in Section III, Evaluation and Qualification Criteria, requirement, Clause No. 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (INR)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Clause No.2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Clause No. 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (INR)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Financial Situation and Performance of Bidder

Bidder's Name: _____
 JV Member's Name _____
 Tender Number _____
 Name of Work _____

Type of Financial Information	Historic information for previous 05 Financial years				
	2017-18	2018-19	2019-20	2020-21	2021-22
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Current Assets (CA)					
Current Liabilities (CL)					
Current Ratio (CA/CL)					
Liquid Assets (LA)					
Liquid Liabilities (LL)					
Liquid Ratio (LA/LL)					
Working Capital (WC=CA-CL)					
Net Worth (NW)					
Cash & Cash Equivalent (Including Bank Balance)					
Sundry Debtors					
Information from Income Statement					
Total Revenue/Turnover (TR)					
Profits Before Taxes (PBT)					
Profit After Taxes (PAT)					

* See Section _____, Evaluation and Qualification Criteria, Clause No. _____

(Signature of the Authorised Signatory):
 (Name and designation of the Authorised Signatory):

Seal of Bidder.

Note:

- 1) In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information along with valid UDIN.
- 2) Bidder are required to attach Financial Statements of preceding five Financial Year.
- 3) Net Worth (NW) means the aggregate value of the paid up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditures and misc. expenditures not written- of, as per the audited balance sheet but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
- 4) For all annual financial statements, periods mentioned are ending with 2021-22. In case of ending of financial is Month of December then, annual financial statements shall be ending with financial year 2021.

Average Annual Turnover

Bidder's Name: _____

JV Member's Name _____

Tender Number _____

Name of Work _____

Year	Annual turnover data			Updated value to Current year (Note 2)
	USD	Exchange Rate	Equivalent Amount (INR)	
	<i>(Indicate amount & Currency)</i>			
2021-22				
2020-21				
2019-20				
2018-19				
2017-18				
Average Annual Turnover *				

* See Section _____, Evaluation and Qualification Criteria, Clause No. _____

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory):

.....

Seal of Bidder.

Note:

- 1) *In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information with valid UDIN.*
- 2) *All prices in foreign currency will be converted to Indian Rupees using the Exchange Rates for those currencies published by the Reserve Bank of India on the day 28 days (Base date) prior to the date of Bid submission.*

Form-18

Financial Resources

Bidder's Name: _____
 JV Member's Name _____
 Tender Number _____
 Name of Work _____

Specify proposed sources of financing, such as liquid assets, lines of credit, and other financial, other than any contractual advance payments, net of current commitments, available to meet the cash flow requirement of the subject contract as specified in Section _____ Clause No. _____ (Evaluation and Qualification Criteria)

S. No.	Source of Finance	Amount (Indicate Currency)	Amount (In Equivalent INR)
1	Working Capital		
2	Bank CC & OD		
3	Line of Credit		
4	Any other Sources of Finance		
	Total Financial Resources		

(Signature of the Authorised Signatory)
 (Name and designation of the Authorised Signatory):

Seal of Bidder.

Note:

- (i) **Bankers Certificate for sanctioned Line of Credit to be submitted.**
- (ii) **In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information.**

Form-19

Current Contract Commitments / Works in Progress

Bidder's Name: _____
 JV Member's Name _____
 Tender Number _____
 Name of Work _____

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

Current Contract Commitments

S.No.	Name of Contract	Employer Name, address, Contact details, Email	Value of Outstanding work (Eq. USD)	Value of Outstanding work (Eq. INR)	Estimated Completion date	Average monthly invoicing of last six months (US\$/monthly)
1						
2						
3						
4						
5						
6						
	Total					

(Signature of the Authorised Signatory)
 (Name and designation of the Authorised Signatory):

Seal of Bidder.

Note: In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information.

General Electrical / Works Experience

(Each Bidder or member of a JV/Consortium must fill this form)

Bidder's Name: _____

JV/CONSORTIUM Member's Name _____

Tender No. : _____

Name of Work:- _____

Starting Year*	Ending Year	Contract Identification	Role of Bidder
		Name of Work: _____ Name, Address and <i>E-Mail ID</i> of Employer: _____ Contract value (as well as Revised Contract value if any): Status of work: On-Going/ Completed Date of Commencement: Date of Completion: Value of Work Executed (As per Experience Certificate):	
		Name of Work: _____ Name, Address and <i>E-Mail ID</i> of Employer: _____ Contract value (as well as Revised Contract value if any): Status of work: On-Going/ Completed Date of Commencement: Date of Completion: Value of Work Executed (As per Experience Certificate):	
		Name of Work: _____ Name, Address and <i>E-Mail ID</i> of Employer: _____ Contract value (as well as Revised Contract value if any): Status of work: On-Going/ Completed Date of Commencement: Date of Completion: Value of Work Executed (As per Experience Certificate):	

* See Section III Evaluation and Qualification Criteria – Clause No. 4.1

Note:

In support of the above, bidders are required to enclosed copy of work completion certificate issued by previous employer.

Form-21

Specific Construction /Similar Works and Contract Management Experience*(Each Bidder or member of a JV/CONSORTIUM must fill this form)*

Bidder's Name: _____

JV/CONSORTIUM Member's Name _____

Tender No. : _____

Name of Work:- _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV/CONSORTIUM <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount (INR)				
If member in a JV/CONSORTIUM or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address: Telephone/fax number E-mail:				

* See Section III Evaluation and Qualification Criteria – Clause No. 4.2(a)

Note:-

In support of the above, bidders are required to enclosed work completion certificate issued by previous employer

Specific Construction / Similar Works and Contract Management Experience (continue.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items / Nos	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Notes:

1. Documentary proof such as completion certificates from 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.
2. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by CA, TDS certificates for all payments received and copy of final/last bill paid by client shall be submitted.
3. Value of successfully completed portion of any ongoing work up to date of Bid submission will also be considered for qualification of work experience criteria.

Form-22**Form of Bid Security**
(Demand Guarantee)

Date: _____

BID GUARANTEE No.: _____

Beneficiary: _____

Tender No:- _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the NIT").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably without any demure, reservation context, recourse or protest and or without any reference to the contractor undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document without needing to prove or show grounds for such demand accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security,, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period or extension thereof if any..

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

Form 23

Form of Joint Bidding Agreement
(JV/ Consortium Agreement)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page and duly notarised by Notary Public. Foreign entities submitting the Bid are required to follow the applicable law in their country)

FORM OF JV/CONSORTIUM AGREEMENT BETWEEN
M/S....., M/S.....,
M/S..... AND M/S.....
FOR (.....)

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on the..... day of (.....)

..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns), and

..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party 2", which expression shall include its successors, executors and permitted assigns) and

..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party 3", which expression shall include its successors, executors and permitted assigns)

(The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members)

for the purpose of submitting the Bid in response to the Bidding Documents and in the event of selection as Successful Bidderto execute the Contract Agreement and/or other requisite documents, and to carry out the '.....' ("Works") for Maharashtra Metro Rail Corporation Limited (Name of Project.....) to be awarded by Maharashtra Metro Rail Corporation Limited (hereinafter referred as "Maharashtra Metro Rail Corporation Limited" or "the Company").

Party 1, Party 2, and Party 3 are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS Maharashtra Metro Rail Corporation Limited desired to engage a contractor for [name of the Works] for Maharashtra Metro Rail Corporation Limited Rail Project.

AND WHEREAS the Consortium of [.....] (insert the names of all the Members) intends to participate for the Bid, against the Bidding Documents issued to [Insert the name of purchaser of Bidding Document].

AND WHEREAS Para BDS ITB 4.7 of the Instructions to Bidder stipulates that the Bidders bidding on the strength of a Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the Bidding Documents.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement, all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Successful Bidderby the Company, we the Members of the Consortium and Parties to the Consortium Agreement do hereby

unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the Bidding Documents for self and agent for and on behalf of (the names of all the other Members of the Consortium to be filled in here) to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s Bid for the Contract including submission of the Bid, participating in meetings, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with Maharashtra Metro Rail Corporation Limited or any other Government Agency or any person, in connection with the Works until culmination of the process of bidding till the Contract is entered into with Maharashtra Metro Rail Corporation Limited and thereafter till the expiry of the Contract.

2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium, incur liabilities and receive instructions for and on behalf of all Members. It is agreed by all the Members that entire execution of the Contract including payment shall be carried out exclusively through the Lead Member.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective obligations under the Contract with Maharashtra Metro Rail Corporation Limited. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. In case of any breach of any of the obligations as specified under clause 3 above by any of the Consortium Members, the Lead Member shall be liable to fulfil such obligation.
5. It is agreed that sharing of responsibilities hereto among the Consortium members shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of _____.
7. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the Bidding Documents, on behalf of the Consortium.
8. It is hereby agreed that in case of selection of bidding Consortium as the Successful Bidder, the Parties to this Consortium Agreement do hereby agree that the Lead Member shall furnish the Performance Security on behalf of the Consortium, as stipulated in the Bidding Documents.
9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the Contract, unless expressly agreed to the contrary by the Company.
10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Bidding Documents for the purposes of the Bidding.
11. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as follows:

.....
.....
12. It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Works as envisaged in the Bidding Documents and the Contract. The Parties shall be jointly and severally liable for execution of the Works in accordance with the terms of the Contract and the Bidding Documents.
13. It is clearly agreed that the Lead Member shall ensure performance under the Contract and if one or more Consortium Members fail to perform its /their respective obligations under the

agreement(s), the same shall be deemed to be a default by all the Consortium Members.

- 14. It is hereby agreed that in case of selection of the Consortium as the Successful Bidder, [the Lead Member shall furnish the Performance Security on behalf of the Consortium as stipulated in the Bidding Documents] / [the Performance Security as stipulated in the Bidding Documents shall be furnished by the Members on behalf of the Consortium in such proportion as may be agreed to between us]
- 15. It is agreed by all the Members that there shall be separate Consortium Bank Account (distinct from the bank accounts of the individual Members) to which the individual Members shall contribute their share capital and/or working capital and the financial obligations of the Consortium shall be discharged through the said Consortium Bank Account only and also all the payments received by the Consortium from the Employer shall be through that account alone.
- 16. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the Company.
- 17. We hereby agree to ratify all acts, deeds and things lawfully done by the aforesaid Lead Member pursuant to this Agreement and that all acts, deeds and things done by the aforesaid Lead Member shall and shall always be deemed to have been done by us/Consortium.

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof including the Consortium/Bidder's legal persona and there is or are no other agreements relating to the Consortium/Bidder's incorporation, constitution, powers or organisation which may affect in any way its ability to carry out the Works;
- (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of the Company.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of
has been affixed in my/our
presence pursuant to the
Board of Director's resolution
dated

For and on behalf of
Consortium Member (party 1)
M/s.....

.....
(Signature)
representative)
Name:
Designation:.....
Place:
Date:

.....
(Signature of authorized
Name:
Designation:

Witness:

1.
(Signature)
Name

Designation.....

2.

(Signature)

Name

Designation.....

Common Seal of
has been affixed in my/our
presence pursuant to the
Board of Director's
resolution dated

For and on behalf of
Consortium Member (Party 2)
M/s.....

.....
(Signature)

Name:
Designation:
Place:
Date:

.....
(Signature of authorized
representative)

Name:
Designation:

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Attested:

.....

(Signature)
(Notary Public)

Place:

Date:

Common Seal of
has been affixed in my/our
presence pursuant to the
Board of Director's
resolution dated

For and on behalf of
Consortium Member (Party 3)
M/s.....

.....
(Signature)

Name:

.....
(Signature of authorized
representative)

Name:

Designation:
Place:
Date:

Designation:

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Attested:

.....

(Signature)

(Notary Public)

Place:

Date:

Form 24**Form of Legal Capacity / Power of Attorney***(Refer ITB20.2)*

(To be forwarded on the letterhead of the Bidder or Lead Member of JV/Consortium, as the case may be)

Format for Board Resolution**(A) Format for the Board resolution to be passed by a Bidder (not applicable in case of JV/Consortium)**

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Bid in response to the Bidding Documents dated _____ issued by Maharashtra Metro Rail Corporation Limited (Maharashtra Metro Rail Corporation Limited) for *[Insert name of the work]* for Maharashtra Metro Rail Corporation Limited.

FURTHER RESOLVED THAT Mr./Ms....., (insert the name and designation of the concerned official of the Company) be and is hereby authorized to take all the steps required to be taken by the Company for submission of the aforesaid Bid, including in particular, signing the Bid, making changes thereto and submitting amended Bid, signing and executing all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings, etc., required to be submitted to Maharashtra Metro Rail Corporation Limited as part of the Bid or such other documents as may be necessary in this regard and to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our said Bid including signing and executing the Contract Documents, making representations to Maharashtra Metro Rail Corporation Limited or any other authority, and providing information / responses to Maharashtra Metro Rail Corporation Limited, representing us in all matters before Maharashtra Metro Rail Corporation Limited, and generally dealing with Maharashtra Metro Rail Corporation Limited in all matters in connection with our Bid till the completion of the bidding process as per the terms of the above said Bidding Documents and further till the Contract is entered into with Maharashtra Metro Rail Corporation Limited and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Bidding Documents be issued in favour of the above named person, _____, to be executed by Mr. _____ or Mr. _____, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. _____, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

Signature and stamp of Company Secretary / Managing Director/Directors of Bidding entity

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Director of the Bidder.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
4. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

Or

(B) Format for the Board resolution to be passed by “Lead Member” of JV/Consortium (applicable in case the Bidder is a JV/Consortium)

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Bid in response to the Bidding Documents dated _____ issued by Maharashtra Metro Rail Corporation Limited (Maharashtra Metro Rail Corporation Limited) for ‘.....’ [Name of the work] for Maharashtra Metro Rail Corporation Limited in Consortium with _____ (insert the name and address of the other Consortium members).

FURTHER RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to execute a **JV/Consortium Agreement** as per the format annexed to the aforesaid Bidding Documents with _____ (insert the name and address of the other **JV/Consortium** members).

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to the Company to accept and act as the **Lead Member** of the aforesaid **JV/Consortium** and also as true and lawful attorney to do in the name and on behalf of the **JV/Consortium**, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium’s Bid in response to the Bidding Documents dated _____ issued by Maharashtra Metro Rail Corporation

Limited for '.....' [name of the work] including signing and submission of the Bid and all documents related to the Bid as specified in the Bidding Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which Maharashtra Metro Rail Corporation Limited may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above and also for making representations to Maharashtra Metro Rail Corporation Limited and providing information / responses to Maharashtra Metro Rail Corporation Limited, representing the Consortium in all matters before Maharashtra Metro Rail Corporation Limited, and generally dealing with Maharashtra Metro Rail Corporation Limited and/or any other authority in all matters in connection with Consortium's Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with Maharashtra Metro Rail Corporation Limited and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT Mr./Ms....., (insert the name and designation of the concerned official of the Company) be and is hereby authorized to take all the steps required to be taken by the Company for submission of the **JV/Consortium's** Bid, including in particular, signing the Bid, making changes thereto and submitting amended Bid, signing and executing all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings, etc., required to be submitted to Maharashtra Metro Rail Corporation Limited as part of the Bid or such other documents as may be necessary in this regard and to do in the name and on behalf the **JV/Consortium** all or any of the acts, deeds or things necessary or incidental to submission of said Bid including signing and executing the Contract Documents, making representations to Maharashtra Metro Rail Corporation Limited or any other authority, and providing information / responses to Maharashtra Metro Rail Corporation Limited, representing the **JV/Consortium** in all matters before Maharashtra Metro Rail Corporation Limited, and generally dealing with Maharashtra Metro Rail Corporation Limited in all matters in connection with our Bid till the completion of the bidding process as per the terms of the above said Bidding Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Bidding Documents be issued in favour of the above named person, _____, to be executed by Mr. _____ or Mr. _____, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. _____, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

Signature and stamp of Company Secretary / Managing Director/Directors of Bidding entity

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Directors of the Bidding Entity.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board

Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

4. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

(C) Format for the Board resolution to be passed by a Member other than the Lead Member of JV/Consortium (applicable in case the Bidder is a JV/Consortium)

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Bid in response to the Bidding Documents dated _____ issued by Maharashtra Metro Rail Corporation Limited (Maharashtra Metro Rail Corporation Limited) for '.....' [name of the work] for Maharashtra Metro Rail Corporation Limited in **JV/Consortium** with _____ (insert the name and address of the other **JV/Consortium** members).

FURTHER RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to execute a **JV/Consortium** Agreement as per the format annexed to the aforesaid Bidding Documents with _____ (insert the name and address of the other **JV/Consortium** members).

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to constitute, appoint and authorize _____ (name and registered office address of the **Lead Member**), which is one of the Members of the **JV/Consortium**, to act as the **Lead Member** of the aforesaid **JV/Consortium** and also as true and lawful attorney, to do in the name and on behalf of the **JV/Consortium**, all such acts, deeds and things necessary in connection with or incidental to submission of **JV/Consortium's** Bid in response to the Bidding Documents dated _____ issued by Maharashtra Metro Rail Corporation Limited for '.....' [name of the work] including signing and submission of the Bid and all documents related to the Bid as specified in the Bidding Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which Maharashtra Metro Rail Corporation Limited may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above and also for making representations to Maharashtra Metro Rail Corporation Limited and providing information / responses to Maharashtra Metro Rail Corporation Limited, representing the **JV/Consortium** in all matters before Maharashtra Metro Rail Corporation Limited, and generally dealing with Maharashtra Metro Rail Corporation Limited and/or any other authority in all matters in connection with our Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with Maharashtra Metro Rail Corporation

Limited and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Bidding Documents be issued in favour of the above said Lead Member, _____, to be executed by Mr. _____ or Mr. _____, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. _____, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Bidding Documents be issued in favour of Mr./Ms....., (insert the name and designation of the concerned official of the Company) to be executed by Mr. _____ or Mr. _____, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. _____, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

FURTHER RESOLVED THAT Mr./Ms....., (insert the name and designation of the concerned official of the Company) be and is hereby authorized to take all the steps required to be taken by the Company for submission of the aforesaid Bid, including in particular, signing and executing all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings, etc., required to be submitted to Maharashtra Metro Rail Corporation Limited as part of the Bid or such other documents as may be necessary in this regard and to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to give effect to this resolution.

Signature and stamp of Company Secretary / Managing Director/Directors of Bidding Entity

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Director of the Bidder.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
4. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

(D) Power of Attorney to be provided by each of the Members of the JV/Consortium (other than the Lead Member) in favour of the Lead Member of Bidding Entity

WHEREAS Maharashtra Metro Rail Corporation Limited, (the Company) has issued the Bidding Documents on _____ / Tender No. for inviting Bids for '.....' [name of the work] for Maharashtra Metro Rail Corporation Limited on the terms and contained in the Bidding Documents;

AND WHEREAS, and (Insert names of all Members of Consortium) the Members of the Consortium are desirous of submitting a Bid in response to the Bidding Documents, and if selected, undertaking the responsibility of '*Insert the name of the work*' as per the terms of the Bidding Documents;

AND WHEREAS all the Members of the **JV/Consortium** have agreed under the **JV/Consortium** Agreement dated entered into between all the Members and submitted along with the Bid to appoint (Insert the name and address of the Lead Member) as Lead Member to represent all the Members of the **JV/Consortium** for all matters regarding the Bidding Documents and the Bid;

AND WHEREAS pursuant to the terms of the Bidding Documents and the **JV/Consortium** Agreement, we, the Members of the **JV/Consortium** hereby designate M/s (Insert name of the Lead Member) as the Lead Member to represent us in all matters regarding the Bid and the Bidding Documents, in the manner stated below:-

Know all men by these presents, We (Insert name and address of the registered office of the Member-1), (Insert name and address of the registered office of the Member-2) (Insert name and address of the registered office of the Member-n) do hereby constitute, appoint and authorize(name and registered office address of the Lead Member), which is one of the Members of the **JV/Consortium**, to act as the **Lead Member** and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of JV/Consortium's Bid in response to the *Bidding Document dated / Tender No* _____ issued by the Company for '.....' [name of the work] including signing and submission of the Bid and all documents related to the Bid as specified in the Bidding Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which the Company may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above. The aforesaid Attorney shall be further authorized for making representations to the Company named in the Bidding Documents, and providing information / responses to the Company named in the Bidding Documents, representing us and the **JV/Consortium** in all matters before the Company named in the Bidding Documents, and generally dealing with the Company named in the Bidding Documents and/or any other authority in all matters in connection with our Bid, till completion of the bidding process in accordance with the Bidding Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms in the Bidding Documents.

Signed by the within named
.....[Insert the name of the executant company]
through the hand of

Mr.
(duly authorized by the Board to issue such Power of Attorney

Signature of Executant

Dated this day of

Accepted

.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS:

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Notes:

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
2. In the event, power of attorney has been executed outside India, the same needs to be notarized by a notary in the home country of company executing this power of attorney and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the said power of attorney is

not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

3. Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**(E) Format for PoA for Lead Member of JV/Consortium
POWER OF ATTORNEY**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and notarised with Notary Public. Foreign companies submitting Bids are required to follow the applicable law in their country)

Power of Attorney to be provided by the Bidder Company/ **Lead Member** in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company or Lead Member of the Bidding **JV/Consortium**, as applicable) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for '.....' [name of the work] for Maharashtra Metro Rail Corporation Limited in response to the Bidding Document dated _____ issued by Maharashtra Metro Rail Corporation Limited (Maharashtra Metro Rail Corporation Limited) (the Company) including signing and submission of the Bid and all other documents related to the bidding, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Company may require us to submit the bid and also signing and executing the Contract Documents. The aforesaid Attorney is further authorized for making representations to the Company or any other authority, and providing information / responses to the Company, representing us in all matters before the Company, and generally dealing with the Company in all matters in connection with our Bid till the completion of the bidding process as per the terms of the Bidding Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

(Add in the case of a **JV/Consortium**)

Our firm is a Member/Lead member of the **JV/Consortium** of _____, _____ and _____

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Bidding Documents.

Signed by the within named
.....[Insert the name of the executant company]
through the hand of
Mr.
duly authorized by the Board to issue such Power of Attorney
Signature of Executant of POA

Dated this day of

Accepted

.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested
.....
(Signature of the executant)

(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Notes:

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
2. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**(F) Format for PoA for Other Member(s)
POWER OF ATTORNEY**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and notarised with Notary Public . Foreign companies submitting Bids are required to follow the applicable law in their country)

Power of Attorney to be provided by **each Member** other than the **Lead Member** in favor of its representative as evidence of authorized signatory’s authority. (Applicable to **JV/Consortium** only)

Know all men by these presents, We(name and address of the registered office of the Member of the **JV/Consortium**, as applicable) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to sign bid document and execute the Contract Agreement and any other requisite document in our name and our behalf for *Tender No.‘.....’ [name of the work]* for Maharashtra Metro Rail Corporation Limited in response to the Bidding Document dated _____ issued by Maharashtra Metro Rail Corporation Limited (Maharashtra Metro Rail Corporation Limited) (the Company) and to do all or any of the acts, deeds or things necessary or incidental to the above.

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

(Add in the case of a Consortium)

Our firm is a Member of the Consortium of _____, _____ and _____

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Bidding Documents.

Signed by the within named
.....[Insert the name of the executant company]
through the hand of
Mr.
Signature of executant
duly authorized by the Board to issue such Power of Attorney (As per board resolution)

Dated this day of

Accepted

.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Notes:

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
2. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Form-25**Letter of Undertaking Regarding Confidentiality of Bid Information**

(This document is to be prepared by the Bidder and submitted on Bidder's Letterhead as part of Technical Package as per BDS 26.4)

To:**Date:**

THE MANAGING DIRECTOR,
Maharashtra Metro Rail Corporation Limited
Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA

Ref:-

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

We (Name of Bidder / Consortium) hereby undertake that the Bid drawings, both in hard copy and digitized format, and the Bidding documents purchased as a necessary part of our preparation of this Bid shall be used solely for the preparation of the Bid and that if the Bid is successful, shall be used solely for the execution of Works.

We further undertake that the aforesaid Bid drawings and documents prepared by Maharashtra Metro Rail Corporation Limited, shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the Bidder / Consortium / Members of Consortium or its/their parent companies or sub-contractors of the Bidder / Consortium are, or will be involved with either in India or in any other Country.

Signed:

For and on behalf of

(Name of Bidder / Joint Venture / Consortium)

(To be signed by each member of the Joint Venture / Consortium, as applicable)

* In case of a JV/Consortium, to be submitted by the Authorized representative of the Lead Member.

Form-26

Undertaking for Downloaded Bidding Documents

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

We hereby confirm that, we have downloaded the complete set of Bid Documents along with the set of enclosures hosted in e-tendering portal <https://mahametrorail.etenders.in>.

We confirm that the Bidding Documents has not been edited or modified by us. In case, it is observed by Maharashtra Metro Rail Corporation Limited that the Bidding Documents have been edited or modified, we agree for the rejection of our Bid by Maharashtra Metro Rail Corporation Limited.

Company name
Name
Signature
Address of correspondence
E-mail ID
Phone Fax

* In case of a JV/Consortium, to be submitted by the Authorized representative of the Lead Member.

Form-27**Form of Certificate confirming submission of all documents of Financial Package in the Technical Package with prices left blank**

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

1. This is to certify that the copy of all the documents of Financial Package, submitted with the Technical Package, is a true Copy of the Financial Package with prices left blank.
2. It is further certified that there are no additional comments, remarks, deviations, terms and conditions in our Financial Package and even if it is there, it shall be treated as NULL and VOID and stand withdrawn.

SIGNATURE OF BIDDER

* In case of a JV/Consortium, to be submitted by the Authorized representative of the Lead Member.

Form-28

Form of Certificate confirming downloading of all Bidding Documents, Corrigendum and Addendum

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

This is to certify that we, M/s _____ [* Name of the Bidder] have downloaded all Bidding Documents, Corrigendum, Clarifications and Addenda for Contract No. _____ as listed below:

- 1. Addendum No.
- 2.
- 3.
- 4.

SIGNATURE OF BIDDER

* In case of a JV/Consortium, to be submitted by the Authorized representative of the Lead Member.

Form No. 29

Form of Declaration for non-engagement of any agent, middleman or intermediary

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

[We hereby declare / We hereby jointly and severally]@ declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that the Bid price does not include any such amount. We acknowledge the right of the Employer, if it finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract NULL and VOID.

SIGNATURE OF THE BIDDER

* In case of a JV/Consortium, to be submitted by the Authorized representative of the Lead Member

Form No.30

Form of certificate confirming careful examination of all the contents of Bidding Documents and signing of all pages of Bidder's proposal

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

This is to certify that we, M/s_____ [*Name of the company/JV/Consortium] have carefully examined all the contents of the Bidding Documents including Addenda (if any) and all the pages of our proposal have been signed and stamped by our authorized signatory.®.

SIGNATURE OF BIDDER

**In case of a joint venture or Consortium, such pages to be signed by authorized signatory of the Lead member.

Form No.31**Undertaking for passing on benefits of exemptions to Maharashtra Metro Rail Corporation Limited and for adjustment of amounts due from balance due**

(To be submitted on Bidder's Letterhead)

Dated:.....

Letter of Undertaking

Bidder's Name: _____

Tender No. : _____

Name of Work:- _____

I _____ (State Name of Director/Partner/ Karta/Authorized Person) in capacity of _____ of _____ (State name of the undertaking organization) here by undertake to reimburse / pass on benefit of any duty draw back / export, import incentive / exemption / concession / benefit etc. obtained for the Maharashtra Metro Rail Corporation Limited project to Maharashtra Metro Rail Corporation Limited. I will maintain proper records as required by Maharashtra Metro Rail Corporation Limited and relevant statute. I will furnish such records to Maharashtra Metro Rail Corporation Limited as and when required by them.

I agree to adjustment of any benefits/ duty draw back / export, import incentive / exemptions / concessions to be made from the balance due to me without any prejudice.

I also undertake to indemnify Maharashtra Metro Rail Corporation Limited in case of any loss caused due to non-reimbursement / passing on the benefit of duty draw back / export, import incentive / exemption / concession etc.

I state that everything declared by me is true and correct to my belief.

Signed.....

For on behalf of
(Name of Bidder / Consortium)

* In case of a JV/Consortium, to be submitted by the Authorized representative of the Lead Member

Undertaking for obtaining registrations under various fiscal and labour laws

(To be submitted on Bidder's Letterhead)

Dated:.....

Letter of Undertaking

Bidder's Name: _____

Tender No. : _____

Name of Work:-_____

I _____ (State Name of Director/Partner /Authorized Person) in capacity of _____ of _____(State name of the undertaking organization) here by undertake to get registered under _____ (state the type of registration to be obtained) before _____ (state time line) (preferably immediately after award of Contract).

I also undertake to indemnify Maharashtra Metro Rail Corporation Limited in case of any loss caused due to non-registration.

I state that everything declared by me is true and correct to my belief.

Signed.....
For on behalf of
(Name of Bidder / Consortium)

* In case of a JV/Consortium, to be submitted by the Authorized representative of the Lead Member

Form No.33

Declaration of Undertaking

Bidder's Name: _____

Tender No. : _____

Name of Work:-_____

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding **Guidelines- 6. We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of @ (name of country). We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of @ (name of country). We also declare that our company/all members of the Consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the Consortium will immediately inform the client and ADB/ EIB/ Agency if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the Consortium) is added to a list of sanctions that is legally binding on the client and/or ADB/ EIB/ Agency, the client is entitled to exclude our company/the Consortium from the procurement procedure and, if the contract is awarded to our company/the Consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

..... (Place)..... (Date)

(Name of company)

(Signature(s))

* In case of a JV/Consortium, to be submitted by the Authorized representative of the Lead Member

**6 See "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries"

Form-34

Bid Securing Declaration**[Applicable if EMD/ Bid Security exemption is availed by Bidder as per BDS/ ITB Clause No. 19.1]**

Dt.

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

To,

Maharashtra Metro Rail Corporation Ltd (Maha-Metro), hereinafter called "the **Employer**" acting through Executive Director (Procurement), Maharashtra Metro Rail Corporation Ltd, "Metro Bhawan", VIP Road, Near Dikshabhoomi, NAGPUR, MAHARASHTRA-440010 (INDIA)

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of **05 (Five) Years** starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required; or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB; or (iii) fail or refuse to furnish a domestic preference security, if required.

We understand that this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the issue of LOA (Letter of Acceptance) in favour of successful bidder. .

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration] . .

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of [insert complete name of the bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Corporate Seal [where appropriate]

Note: Relevant Copy of certificate of MSME registration shall be enclosed by bidder

Format-35**Format for Power of Attorney**

(Applicable if bidder is a Partnership firm/ Private limited company /Limited company and participating as sole / single entity bidder)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bid are required to follow the applicable law in their country)

(Power of Attorney to be provided by the Bidder Company/ Bidder in favour of its representative as evidence of authorized signatory's authority)

Know all men by these presents, we (Name and address of the registered office of the Bidding Company or Bidder) do hereby constitute, appoint and authorize Mr./Ms.....S/o..... (name and residential address) who is presently employed with us and holding the position of as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for '.....' [Name of the work] for Nagpur Metro Rail Project of Maha-Metro in response to the Bid (Tender No.)issued by Maharashtra Metro Rail Corporation Limited (the Employer) including signing and submission of the Bid and all other document related to the bidding, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Company may require us to submit and also signing and executing the Contract Document. The aforesaid Attorney is further authorized for making representations to the Company or any other authority, and providing information / responses to the Company, representing us in all matters before the Company, and generally dealing with the Company in all matters in connection with our Bid till the completion of the bidding process as per the terms of the Bidding Document and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Bidding Document.

Signed by the within named [Insert the name of the Firm/company/bidding entity] through the hand of

Mr.....

Name of the Executant)

Duly authorized by the Board to issue such Power of Attorney by board resolution Dt.....

(Copy enclosed

Dated this _____ day of Accepted.....

Signature of the POA holder)

(Name, designation and address of the POA holder)

Attested

.....
(Signature & Seal / stamp of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS:

- 1. (Signature) Name Designation
- 2. (Signature) Name Designation

Notes:

- 1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter document of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- 2. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- 3. Also, wherever required, the executant(s) should submit for verification the extract of the charter document and document such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Form No. 36**UNDERTAKING OF AUTHORIZED SIGNATORY
(If bidder is sole & Proprietorship firm)***(To be typed on INR: 100 Stamp Paper & notarized by Notary Public)*

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

1. I, _____ Son/Daughter of Shri. _____ Proprietor of M/s _____ competent to sign the declaration and execute this bid and agreement in event of award.
2. I have carefully read and understood all the terms and conditions of the tender which are fully acceptable to me.
3. The information / documents furnished along with the above tender are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender & forfeiture of my Bid Security /EMD besides liabilities towards prosecution under appropriate law.

(Signature of Proprietor)

Full Name:

Date:

Place:

Seal:

Signature & Seal of Notary Public

Note:

1. The above declaration shall be notarized by notary public

Form No.-37

Bid Index

Bidder's Name:- _____

Tender No.: _____

Name of Work: _____

The Bidder shall include with its Bid an index which cross refers all of the Employer's bidding requirements elaborated in these documents to all the individual sections within Package 1: Technical Package and Package 2: Financial Package which the Bidder intends to be the responses to each and every one of those requirements.

The Packages submitted must be clearly presented, all pages numbered and laid out in a logical sequence with main and subheadings to facilitate evaluation.

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT, PHASE-2)****BID DOCUMENTS****FOR****Name of work: -**

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.(-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Ele-04/2023**PART 1: BIDDING PROCEDURE
SECTION V: ELIGIBILITY CRITERIA AND
SOCIAL AND ENVIRONMENTAL
RESPONSIBILITY****Maharashtra Metro Rail Corporation Limited**

Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA

Website: www.metroinagpur.com

Section-V: Eligibility Criteria and Social and Environmental Responsibility

Eligibility in Maha-Metro/Agency-Financed Procurement

1. To the exception of any equipment or any sector, which is subject to an embargo by the United Nations, the European Union or European Country, all goods and services are eligible for Maha-Metro/ ADB/ EIB financing regardless of the country of origin of the supplier, contractor, provider or sub-contractors, inputs or resources used in the implementation processes.
2. Natural or legal persons (including all members of a joint venture or any of their subcontractors) shall not be awarded an Maha-Metro/Agency-financed contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they:
 - i) are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - ii) have been convicted within the past five years by court decision, which has the force of *res judicata* in the country where the project is implemented, of fraud or corruption or any other offence committed during the procurement or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this conviction is not relevant in the context of this Maha-Metro/Agency-financed project;
 - iii) are listed for financial sanctions by the United Nations, the European Union and/or European Country for the purposes of fight against terrorist financing or threat to international peace and security;
 - iv) have committed serious professional misconduct within the past five years during the procurement or performance of a contract, as evidenced by any means by the Employer;
 - v) have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of the country where they are established or the Employer's country;
 - vi) have been convicted within the past five years by court decision, which has the force of *res judicata* of fraud or corruption or any other offence committed in the context of an Maha-Metro/Agency-financed contract procurement or performance ;
 - vii) Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this exclusion is not relevant in the context of this Maha-Metro/Agency-financed project
 - viii) have committed misrepresentation in documentation requested by the Employer as part of the contract procurement procedure;

3. Bidders that are Government-owned enterprises or institutions may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law. To be eligible, a government-owned enterprise or institution shall establish to the Agency's satisfaction, through all relevant documents, including its Charter and other information the Agency may request, that it: (i) is a legal entity separate from their government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.
4. In order to promote sustainable development, Maha-Metro/Agency seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for Maha-Metro/Agency-financed contracts shall consequently undertake in the Statement of Integrity to:
 - i) comply with and ensure that all their subcontractors comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
 - ii) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or in the environmental and social impact notice issued by the Employer.

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT, PHASE-2)****BID DOCUMENTS
FOR****Name of work:-**

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Hingna Mountview Metro Station, 2. Rajiv Nagar Metro Station, 3. Wanadongri Metro Station, 4. APMC Metro Station, 5. Raipur Metro Station, 6. Hingna Bus Stop Metro Station, 7. Hingna Metro Station and at any other locations as per the site conditions in Lokmanya Nagar (Ch. 18218) - Hingna (Ch. 24875) section of Reach 3A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Ele-04/2023**PART 1: BIDDING PROCEDURE
SECTION VI: AGENCY POLICY – CORRUPT
AND FRAUDULENT PRACTICES****Maharashtra Metro Rail Corporation Limited**

Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspeth, Nagpur-440010,
Maharashtra, INDIA

Website: www.metro railnagpur.com

Section VI. Agency Policy - Corrupt and Fraudulent Practices

The Employer, the Implementing Agency and the contractors, suppliers or consultants must observe the highest standard of ethics during contract procurement and performance.

By signing the Statement of Integrity (form available as Appendix to Letter of Bid) the contractor, supplier or consultant declares that (i) *"it did not engage in any practice likely to influence the contract award process to the Employer's detriment, and that it did not and will not get involved in any anti-competitive practice"*, and that (ii) *"the negotiation, the procurement and the performance of the contract did not and shall not give rise to any act of corruption or fraud"*.

Moreover, the Agency requires including in the Bidding Documents and Agency-financed contracts a provision requiring that bidders and contractors, suppliers and consultants will permit the Agency to inspect their accounts and records relating to the procurement and performance of the Agency-financed contract, and to have them audited by auditors appointed by the Agency.

The Agency reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- reject a proposal for a contract award if it is established that during the selection process the bidder that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- declare misprocurement when it is established that, at any time, the Employer, the contractor, the supplier, the consultant or its representatives have engaged in acts of corruption, fraud or anti-competitive practices during the contract procurement or performance without the Employer having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices.

The Agency defines, for the purposes of this provision, the terms set forth below as follows:

(a) Corruption of a public officer means:

- the act of promising, offering or giving to a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity; or
- the act by which a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.

(b) A *"public officer"* shall be construed as meaning:

- any person who holds a legislative, executive, administrative or judicial mandate (within the State of the Employer) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
- any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
- any other person defined as a public officer by the national laws of the Employer.

(c) Corruption of a private person means:

- the act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
- the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.

(d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices means:

- any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply.
- any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.
- any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

MAHARASHTRA METRO RAIL CORPORATION LIMITED (NAGPUR METRO RAIL PROJECT, PHASE-2)

BID DOCUMENTS

FOR

Name of work:-

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Ele-04/2023

PART 2: WORK REQUIREMENT
Section VII-Scope of Work



Maharashtra Metro Rail Corporation Limited

Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspeth, Nagpur-440010,
Maharashtra, INDIA

Website: www.metro railnagpur.com

Contents of Part-2

	<u>PART II: WORK REQUIREMENT</u>
1	Section VII– Scope of Work
2	Annexure VII A –Drawing

Section VII-SCOPE OF WORK

A. TECHNICAL SPECIFICATIONS

1. **Feeder Pillar Item No. 5-2-1 (BOQ item sr. no. 1)** The work shall be carried out as per wording of the item and as directed by Engineer in-charge.
2. **Feeder Pillar Item No. 5-2-2 (BOQ item sr. no. 2)** The work shall be carried out as per wording of the item and as directed by Engineer in-charge.
3. **PVC/XLPE Cables (CB) Items Nos.7.1, 7.3 (BOQ item sr. no. 3-13) Armoured Cables (HT & LT)**

3.1 General

All material shall conform to relevant standard as per BIS and shall carry ISI particular category of material for which ISI mark is not available in market, It included in approved list.

Work shall be carried out as per the method of construction specified by BIS. if there is no reference for particular method of construction in IS, such work shall be carried out as per the approved method of construction specified in chapter 15 of P.W. Dept. Handbook.

Material and Work not qualifying to any provision mentioned above shall be to the satisfaction of the Engineer in Charge.

3.2 Cables: (Armoured)

The following list records those Indian Standards in force, which are acceptable as good practice, and accepted standards.

SP 30: 1984	:	National Electrical Code
SP 7 (Group 4): 2005	:	National Building Code
IS 1255: 1983	:	Code of practice of Installation & Maintenance of Armoured cables up to 33 kV.
IS 3961: Part 2: 1967	:	Recommended current ratings of PVC cables.
IS 1554: Part 1; 1983	:	PVC insulated (Heavy duty) Electric Cables; Part1 for working voltages up to and including 1100 Volts.
IS 1554: Part 2: 1988	:	PVC Insulated (Heavy duty) Electric Cables; Part 1 for working voltages up to and including 3 kV to 11 kV

IS 10810: Part 63; 1993 : Method for Test of cables, Part 63 Smoke density of electric cables under fire condition.

3.3 Scope : (Armoured cables)

Providing armoured cable of specified voltage level, size & specified conducting material (Aluminum / Copper) including required material, hardware's for erection and erecting on wall, ceiling, RCC slab or drawing the same through pole, pipe, laying in provided conduit, trench, ducts, trays as per approved method of construction including glands, lugs, etc.

3.4 Material:

3.4.1 Cables: Cables shall be PVC for LT/MP and XLPE for HT and of required construction, colour, shall carry ISI mark, IS No, manufacturer's name, size, duly embossed / screen printed at every meter and having the total count of progressive length in meter at each mark.

3.4.2 Wire: Galvanized Iron (GI) wire of appropriate gauge as per Table No 1.

3.4.3 Glands: As per specification (CB-GL)

3.4.4 Lugs: As per specification (CB-CL/AL, CB-CL/CU)

3.4.5 Saddles: Saddles fabricated, from GI Sheet of required gauge and size depending on die of cable either galvanized or painted with superior quality name Black paint with necessary shearing mechanical strength, semicircular shaped with extended piece having suitable holes for fixing.

3.4.6 GI Strip: 22 x 25 mm width GI Strip.

3.4.7 Clamps: MS Clamps fabricated of required length and shape, having the size of 3/6 mm thick mild steel having 25/50 mm width (as per size of cable), rounded ends with wooden / resin cast-grip for holding the cable.

3.4.8 Identification tags: For identifying root, connection position GI strip with identification. Mark / name embossed / painted with arrangement to tie should be fix on cable or arrangement of ferrules to be done.

3.4.9 Hardware: Sheet Metal screws of required sizes, plugs / wooden gutties, etc.

3.5. Method of Construction:

Irrespective of method of construction the cable ends shall be terminated with appropriate size & type of glands with lugs duly crimped, as directed by Site engineer. Wherever the cable has to be bent, the turning radius shall be as mentioned. Grouping of cables shall be done with adequate distance between cables as mentioned in IS so as to minimize the jointing. Cables shall be tagged/ferruled with identification name / mark at the point from where distribution starts and at ends. Bar earth wire of

appropriate size As per Table- no. 1 shall run along with the cable. Earth wire running with the cable shall be terminated at the earth terminal nearest to Cable termination.

3.6 Erection of Cable on Surface:

Erection shall be done as per the routes and layout finalized, in perfect level and in plumb. Before fixing the cable shall be straightened as far as possible for good aesthetics look, continuous bare GI earth wire of required gauge as per Table No 1 shall be run. Cable with G I wire shall be fixed by saddles firmly clipped on cable and shall be fixed to wall, with minimum 50 x 8 mm SM screws with plugs/wooden gutties, etc. (Distance between two supports / saddles shall be maximum 450 mm). Wooden gutties shall be used wherever required (especially for stone wall). The entries made in wall, floor slab, etc for laying Cable shall be made good by filling and finishing with plastering the same.

3.7 Erection of Cable on Trusses:

Cable along with bare GI earth wire, while erecting on trusses, shall be firmly clamped by wrapping GI strip of 22 x 25 mm width of required length fixed to truss with nuts and bolts.

3.8 Erection of Cable on Pole:

Cable along with bare GI earth wire, while erecting on pole, shall be firmly clipped by suitable wooden / epoxy resin cast grips, clamped with 25 x 3 mm or 50x6 mm MS strip of required length and fixed to pole with nuts and bolts.

3.9 Laying of Cable in provided Trench/Pole:

While laying Cable along with bare GI Earth wire, utmost care shall be taken to prevent damage to the insulation of the cable and to the open end. Cable shall be brought out from trench vertically straight (minimum 1 meter above G L). Care shall be taken to inspect the trench so that depth of cable shall not be less than as shown in Table No 7. Suitable size of cable loops shall be provided near termination point at adequate depth.

3.10 Erecting cable in constructed Trench / duct:

Erection of cables in constructed trench / duct shall be as per guide lines of IS 1255.

3.11 Erection of cables on trays:

Cable/s shall be tied with PVC tags on GI trays. At bending point care shall be taken so that sharp edges of sheet will not damage insulation of cable.

3.12 Mode of measurement:

Executed quantity shall be measured on the basis of running meter per run of cable.

3.13 Dismantling

Cable laid underground, or fixed on any surface shall be dismantled carefully without damaging complete with all its accessories, making coil and stored as directed. The

surface of the dismantled cable shall be made clear by removing of unwanted material, cement mortar, etc. When cable is dismantled from trench refill back the trench and making the surface proper.

4. Cable Joints & End Termination Kits Item Nos. 7.4 & 7.5 (BOQ Item sr. no. 14,16,19,22,24,26,27) (LT/HT Cables)

4.1 Scope:

Providing straight through cable jointing kit of approved make and jointing cable as per the manufacturer's instructions and duly marking name of jointer and date.

4.2 Material:

Joint kit: Kit manufactured by reputed manufacturer with PVC molds made in two parts, with epoxy compound, earth continuity lead of appropriate cross section having lugs at both ends, aluminum ferrules of the size of the cable, cross shaped epoxy spacer, MS clips for holding the molds, adhesive for pasting the molds.

4.3 Method of Construction: Straight through Joint Kit: LT / HT Cables

Before providing joint to the cable, the cable ends of the equivalent length of the joint moulds, shall be prepared by removing the outer PVC insulation along with the steel armoring. The ferrule shall then be inserted over the bare core of the cable, and shall be crimped with hydraulic / mechanical type heavy duty crimping tool. The crimped portion shall be wrapped first with the PVC insulation tape and then with the insulation tape used for wrapping HT conductor. The above method shall be carried out for all the cores strictly following the colour code. The leads of the both the cables now shall be placed into the mould by using the epoxy spacer for having sufficient gap in-between the leads. The earth continuity lead shall be clamped to the both ends of the cable. After covering the cable leads with the PVC moulds, the edges shall be clipped after applying the adhesive on the inside face of the moulds. The pasting of moulds shall be rigid and as far as possible leak proof, so that the epoxy compound shall not spill out. Now the duly stirred epoxy compound shall be poured and fill till the compound rises through the risers provided on the moulds.

After completing the above procedure," the joint shall be allowed to dry out for at least 8 to 10 hours (for epoxy-compound to get hardened) depending upon the size of cable. Before connecting to supply, the dry and hardened joint shall be tested for its insulation level with 1000 V/ 5000 V Meggar.

The cable should be fixed or laid in such manner that there should not be pressure on end of moulds or on jointing position of cables.

5. Outdoor/Indoor end termination Kit: LT/HT Cables (BOQ Item sr. no. 15, 17-18,20-21,23,25)

Before providing end termination kit to the cable, the cable end of the equivalent length of the moulds, shall be prepared by removing the outer PVC insulation along with the steel armoring. The ferrule shall then be inserted over the bare core of the cable, and shall be crimped with hydraulic / mechanical type heavy duty crimping tool. The crimping shall be done in such a manner that there shall be no air gap. Then the crimped portion shall be wrapped first with the PVC insulation tape and then with the insulation tape used for wrapping HT conductor. The above method shall be carried out for all the cores strictly following the colour code. The leads of the cable now shall be placed into the mould by using the epoxy spacer, for having sufficient gap in-between the leads.

The earth continuity lead shall be clamped to intend of the cable. After coverings the cable leads with the PVC moulds, the edges shall be clipped after applying the adhesive on the inside face of the moulds. The pasting of moulds shall be rigid and as far as possible leak proof, so that the epoxy compound shall not spill out Now the duly stirred epoxy compound shall be poured and fill till the compound rises through the risers provided on the moulds. (Refer drawing no. CB-JT-2)

After completing the above procedure, the joint shall be allowed to dry out for at least 8 to 10 hours (for epoxy compound to get hardened) depending upon the size of cable. Before connecting to supply, the dry and hardened joint shall be tested for its insulation level with 1000 V/ 5000 V Meggar.

Mode of Measurement: Executed quantity will be measured on number basis, (i.e. each).

6. Item Nos. 7-6-5, 7-6-6, 7-6-12, 7-6-16, 7-6-11 & 7-6-17. (BOQ Item sr. no. 28-33)

The work shall be carried out as per wording of the item and as directed by Engineer In-charge.

7. Item Nos. 7-6-4 & 16-5-15 (BOQ Item sr. no. 34-35)

7.1 Erection of Pipe on wall:

The required length of pipe shall be machine cut, without any sharp edges, burrs, etc. The pipe duly enclosing the specified material, shall be erected on wall in plum, and

fixed with required size of MS clamps on wall with plugs, gitties, etc. When the pipe is to be fixed to walls it shall be fixed with standard bracket, clips or holder by keeping the pipe about 2mm clear of the wall. The pipe shall be fixed to the wall horizontally and vertically and parallel to one another, when more than one pipe is to be laid, unless unavoidable. The supporting clips, etc. for the pipe shall be spaced at about two meters or so as necessary. Holes cut during construction shall not be left out; they shall be filled and finished after passing of the pipe through it.

7.2 Erection- of Pipe on pole:

The required length of pipe shall be machine cut, without any sharp edges, burrs, etc. The pipe duly enclosing the specified material, shall be erected on pole in plum, and fixed with required size of MS clamps with MS nuts & bolts of required size and strength. When the pipe is to be used as cable enclosure and is to be terminated on street light poles, the pipe at the trench level should be placed at least 30 cm above the cable level for avoiding damage to the insulation of cable.

8. Moulded Case Circuit Breaker (MCCB) Scope:

Providing & erecting 3 Pole / 4 Pole MCCB of specified rating and with specified short circuit rupturing capacity in KA, complete erecting in provided enclosure & connected with provided leads on incoming and outgoing side complete.

General Specifications for MCCB's

MCCB's should comply with IS 13947 part -2, IEC (6094) and IEC 60947-3 & IEC 60947 part 2.

The MCCB shall be suitable for universal mounting i.e. the load/line shall be interchangeable with shrouded incoming contacts.

The MCCB shall be suitable for minimum operating voltage of 415 V.

The thermal setting shall be adjustable from 64 % to 100% of its normal current.

The magnetic setting shall be adjustable from 3.5 to 10 In (normal current).

Trip reset should be available Manual / Automatic.

Isolator switches for electronic circuits to open the MCCB automatically.

The MCCB's must have transparent label holder to ensure circuit identification.

The MCCB's must have fully insulated safety shutters.

Overload Zone adjustable from 0.4 to 1 in with line (For 630 amp & above MCCB)

Short circuit Zone adjustable from 1.5 to 10 In with time.

8.1 Material:

3 poles or 4 Pole MCCB Moulded case circuit breaker. Fixed version front Terminals with current rating & breaking capacity as below:

- i. 63 A to 125 A - 15 KA
- ii 160 A to 250 A - 35 KA
- lii.300/400 A - 35 KA
- iv.630A - 70 KA

8.2 Method of Construction:

3 pole / 4 pole MCCB shall be erected in provided enclosure & connected with provided Leads / strip on incoming & out going site complete.

8.3 Mode of Measurement:

Executed quantity shall be counted on number basis, (i.e. each)

9. Item No. 8-3-12 (BOQ Item sr. no. 38) Vee Cross Arm D**9.1 Scope:**

Supplying Vee cross arm, suitable for 11 kV and necessary ancillary materials complete erection on provided pole with necessary painting as per specification and as per the instructions from the site engineer, Material:

- a) **Cross arm: Channel Iron cross arm**
- b) **Hardware: G.I. nut bolts**
- c) **Fiat: MS flat 80 x 10 mm thick**
- d) **Clamp; Two clamps made from MS flat of size 80 x10 mm.**
- e) **Paint: Red oxide. Silver paint.**

9.2 Method of construction:

Fabricating the Vee cross arm for erecting Insulators with channel 75 x 40 mm with the 4.4 mm thick web and 7.3 mm thick flange, length of 45 mm for base of insulator, vertical member of suitable length to maintain the clearance of 1220 mm, will angle of 60 degrees to horizontal and M.S. flat of 80 x 10 mm at center of cross arm fixed to the pole by means of two clamps of 80 x 10 mm. M.S. flat with 15mm. dia bolts and nuts duly painted with one coat of red oxide paint and two coat of aluminium paint. Cross arm same all be fabricated. Detailed specifications of material of the items included in CSR

9.3 Mode of Measurement: Executed quantity will be measured on number basis (i.e. Each)

10. Item No. 8-3-13 (BOQ Item sr. no. 39) Vee Cross Arm**10.1 Scope:**

Supplying Vee cross arm, suitable for 11 kV and necessary ancillary materials Incomplete Defection on provided pole with necessary painting as per specification and as per Destructions from the site engineer.

D Material:

Cross arm: Channel Iron cross arm

Hardware: G.I. nut bolts

D Flat: MS flat 80 x 10 mm thick

Clamp: Two clamps made from MS flat of size 80 x10mm.

Paint: Red oxide. Silver paint.

10.2. **Method of construction:** Fabricating the Vee cross arm for erecting Insulators with channel 75 x 40 mm with 4.4 mm thick web and 7.3 mm thick flange, length of 45 mm for base of insulator, vertical member of suitable length to maintain the clearance of 1220 mm, will angle of 60 degrees to horizontal and M.S. flat of 80 x 10 mm at center of cross arm fixed to the pole by means of two A clamps of 80 x 10 mm M.S. flat with 15mm. dia bolts and nuts duly painted with one coat of red oxide paint and two coat of aluminium paint. Detailed specifications of material of the items included in CSR

10.3. Mode of Measurement: Executed quantity will be measured on number basis (i.e. each)

11. Conductors (CON)

All Aluminium Conductors.

11.1 Scope:

- Supply and erection of All Aluminium Conductors for overhead line.
- Material Conductor: All aluminium stranded conductor. (As per table no.4)
- Binding wire: 12 SWG aluminium binding wire.
- Clamps: PG clamps as per requirement.

11.2 Method of construction:

At first the conductor is removed from bundle / drum straighten without knots, bends, etc. Stringing of conductor shall be done with draw vice. Conductor shall

not be twisted while stringing. Shackle insulators are used if the line deviates by 30 degrees or more at terminal pole and at junction/ cut pole.

Parallel double groove clamp having two nut bolts designated to carry full line current shall be used for making Jumper connections.

On straight line the conductor shall be bounded on top groove of insulator and at angular position binding shall be done in side groove. Binding wire of 12 SWG shall be of the same metal as that of conductor.

11.3 Mode of Measurement:

For measurement purpose, sum of the total conductor including jumper connections shall be considered (i.e. per km)

12. Breaker (MCCB)

12.1 Scope :

Providing & erecting 3 Pole/4 Pole MCCB of specified rating and with specified short circuit rupturing capacity in KA, complete erecting in provided enclosure & connected with provided leads on incoming and outgoing side, complete. General Specifications for MCCB's.

MCCB's should comply with IS 1 3947 part -2, IEC (6094) and IEC 60947-3 & IEC 60947 part 2.

The MCCB shall be suitable for universal mounting i.e. the load/line shall be interchangeable with shrouded incoming contacts.

The MCCB shall be suitable for minimum operating voltage of 415V.

The thermal setting shall be adjustable from 64 % to 100% of its normal current.

The magnetic setting shall be adjustable from 3.3 to 10 In (normal current).

Trip reset should be available Manual / Automatic.

Isolator switches for electronic circuits to open the MCCB automatically.

The MCCB's must house transparent label holder to ensure circuit identification.

The MCCB's must have fully insulated safety shutters.

Overload Zone adjustable from 0.4 to 1 in with line (For 630 amps & above MCCB)

Short circuit Zone adjustable from 1.5 to 10 In with time.

12.2 Material:

3 poles or 4 Pole MCCB Moulded case circuit breaker. Fixed version front

Terminals with current rating & breaking capacity as below:

- i. 63 A to 125 A - 15 KA
- ii. 160 A to 250 A 35 KA

- iii. 300/400 A - 35 KA
- iv. 630 A - 70 KA

12.3 Method of Construction:

3 pole / 4 pole MCCB shall be erected in provided enclosure & connected with provided leads/strip on incoming & out going site complete.

Mode of Measurement: Executed quantity shall be counted on number basis, (i.e. each)

13. Insulators (INS) (BOQ Item sr. no. 44-47)

13.1 Porcelain Disc Type Insulator 11/22/33 kV

13.1.1 Scope

Supplying porcelain disc type insulator, suitable for 11/22/33KV and necessary ancillary materials and complete erection provided cross arm / bracket and connected to the over-head line as per instructions from the site engineer.

13.1.2 Material:

Insulator: Distribution class Disc type insulator made from porcelain, suitable for specified voltage level, having 1 Smarkwith necessary hardware. Hardware; Nuts, washers, etc.

Binding wire: Bare Copper wire or conductor.

C-lamps: MS clamps.

13.1.3 Method of construction:

Distribution class porcelain disc type insulator, suitable for specified voltage level, erected on provided cross arm or Bracket with clamps, ancillary materials, and connected to the over-head line. Connection shall be made with bare copper wire of specified gauge.

13.1.4 Mode of Measurement: Executed quantity will be measured on number basis (i.e. each)

13.2 Pin Type Insulator 11/22/33 kV(OH-INS/PN)

13.2.1 Scope:

Supplying porcelain Pin type insulator, suitable for 11/22/33KV and necessary ancillary materials and complete erection. Provided cross arm / bracket and connected to the over-head line as per instructions from the site engineer Material:

insulator: Distribution class Pin type insulator made from porcelain, suitable for specified voltage level, having ISI mark, with necessary hardware. Hard ware: Nuts, washers, etc. Binding wire: Bare Copper wire or conductor Clamps: MS clamps.

13.2.2 Method of construction;

Distribution class porcelain pin type insulator suitable for specified voltage level, a erected on provided cross arm or bracket with clamps, ancillary materials, and Connected to the over-head line. Connection shall be made with bare copper wire of specified gauge.

13.2.3 Mode of Measurement: Executed quantity will be measured on number basis (i.e. each)

14. Thyrite type Lightning Arrester 11/22 kV (BOQ Item sr. no. 48)

14.1 Scope:

Supplying porcelain thyrite type lightning arrester, suitable for specified voltage level and necessary ancillary materials and complete erection on provided cross arm / bracket and connected to the over-head line as per instructions from the engineer.

14.2 Material:

14.2.1 Arrester: Distribution class Thyrite type lightning arrester made from porcelain, suitable for specified voltage level, have ISI mark.

14.2.2 Hardware: Nuts, washers, etc.

14.2.3 Binding wire: Bare Copper wire or conductor.

14.2.4 Clamps: MS clamps.

14.3 Method of construction:

Distribution class porcelain Thyrite type lightning arrester, suitable for specified voltage level, erected on provided cross arm or bracket with clamps, ancillary materials, and connected to the over-head line. Connection shall be made with bare copper wire of specified gauge.

14.4 Mode of Measurement: Executed quantity will be measured on number basis (i.e. D each)

15. Item Nos. 8-3-25 & 8-3-26 (BOQ Item sr. no. 42-43)

The work shall be carried out as per wording of the item and as directed by Engineer in-charge.

16. Earthing (BOQ Item sr. no. 57-62)**16.1. Scope :**

Supplying -and erecting approved type earthing system with Pipe in pipe technology with necessary ancillary materials and complete erection as per instructions from the site engineer

16.2 Material:

GI Pipe : As per specification.

1. 50 mm dia x 3 meter long (In place of traditional GI pipe Earthing), for LV /MV applications.

2. 80 mm x 3 meter long (In place of traditional copper plate Earthing), for HV/EHV applications.

Earthing Conductor: G.I strip/GI earth wire of size as per specifications.

GI Pipe: As per specification for watering and as enclosure for Earth wire as per specifications.

Hardware: Screw/ nut bolts with required washer of dimensions, plug/clip/ U Nails and material as per specifications.

Filling material: Coal /Charcoal/ salt as per specifications.

Lugs: As per specification for Copper/ Aluminium lugs.

16.3 Method of construction:

Earthing Pipe in pipe technology with ancillary materials shall be done by digging an 8" / 10" dia. hand bore 10.5' deep sufficient to install the electrode in normal soil conditions.

The space between the soil and the electrode is filled up with electrolyte material mixed with the dugout mother soil, along with water and tightly packed up to the base of the terminal. In rocky areas and under hard soil and sandy soil conditions the method of installation will be as specified by manufacturer. Installation shall include drilling, welding, reverting, brazing and nut bolting pipe whenever required in an approved manner with required material such as nut bolts and washer etc. and with necessary brick masonry work as per the specification. (As per IS 3043 amended up to-date). As far as possible continuous GI strip shall be used but whenever jointing of strip is unavoidable, the jointing overlap portion must not be less than 2 1/2 times the width of the strip either welded/ brazed/soldered by all sides or overlap of 6inch with two nut bolts/ riveting of adequate size with required washer and covered by anti-corrosive paint as

per approved jointing practice in the industry and as per directives from site engineer in-charge.

16.4 Testing:

The value of each earth electrode shall be measured by earth tester and record to be submitted.

16.5 Mode of Measurement: Executed quantity will be measured on number basis i.e. each

TABLE NO 1

Size of Bare GI Earth wire to be Used with LT Cables upto 1.1 kV

S. No.	Size of cable	Size of bare GI Earth wire used with cable
1	2.5 Sqmm to 50 Sqmm of all cores.	12SWG
2	70 Sqmm to 95 Sqmm of all cores.	10SWG
3	120 Sqmm and above of all cores. 10SWG	8SWG

17. Poles (BOQ Item sr. no. 66)

17.1 Rolled Steel Joist (RSJ) Poles

17.1.1 Scope:

Supply and erection of Rolled Steel Joist (Girder) pole as per IS 2713, including in provided foundation as per method of construction.

17.1.2 Material:

Pole: Rolled Steel Joist (Girder)

Base plate: MS Base plate of 30x30x0.6 cms.

Hardware: Nut and bolts for fixing earth wire.

Paint: Bituminous paint, Aluminum paint, Red oxide paint.

17.1.3 Method of Construction:

Before erection of pole base plate of size 30x30x0.6 cm shall be full length welded, at the bottom of pole, a suitable hole of required diameter and at specified height shall be drilled for earth stilled. The pole shall be then painted by 2 coats of red oxide paint as primer for full length and then by one coat of bituminous paint before erection for min, 1/6 length which is to be buried in ground & after erection remaining portion-to be-painted by two coats of aluminum paint. The pole shall be erected in provided pit with cement concrete foundation and muffing in perfect plumb.

17.1.4 Mode of Measurement:

Executed quantity will be measured on number basis, (i.e. each)

Table No. 2

Weight of various sizes of RSJ Poles with 8.5 meter length

RSJ POLE	Size	Weight per Meter
Rolled steel Joist	150x80 /150x75mm	14.9 Kg/meter
Rolled steel Joist	200x100 mm	25.4 Kg/meter
Rolled steel Joist	175x90 mm	19.3 Kg/meter
Rolled steel Joist	100x116 mm	23.0 Kg/meter
Rolled steel Joist	125x75 mm	12.42 Kg/meter
Rolled steel Joist	152x152 mm	37.0 Kg/meter

17.2 Rail Poles

17.2.1 Scope:

Supply and erection of Rail Pole including painting in provided foundation as per method of construction.

17.2.2 Material:

Pole: Rail Pole 29.76 Kg/ meter, as per IS 2713 (Part II)

Base plate: MS Base plate of 30x30x0.6 cms.

Hardware: Nut and bolts for fixing earth wire

Paint: Bituminous paint, Aluminum paint. Red oxide paint.

17.2.3 Method of Construction:

Before erection of pole, base plate of size 30x30x0.6 cm shall be full length welded or fixed with 4 set screws at the bottom of pole, a suitable hole of required diameter and at specified height shall be drilled for earth stud. The pole shall be then painted by 2 coats of Red oxide paint as primer for full length and then by one coat of bituminous paint before erection for 1/6 length which is to be buried in ground & after, erection remaining portion is to be painted by two coats of aluminum paint. The pole shall be erected in provided pit with cement concrete foundation and muffing in perfect plumb.

17.2.4 Mode of Measurement:

Executed quantity will be measured on number basis, (i.e. each)

17.3 G I Pipe Pole

17.3.1 Scope:

Supply and erection of ISI mark G.I. Pipe Pole 'B' Grade 75/80 mm dia. 6 m long including painting in provided foundation as per method of construction.

17.3.2 Material:

Pole: ISI mark G.I. Pipe Pole 'B' Grade 75/80mm dia. of total length 6 meter

Base plate: CI/MS Base plate of 30x30x0.6 cms.

Pole Cap: Pole cap 4 mm thick with inside diameter equal to outside Dia. of the pole and minimum height shall be 75 mm shall be welded or fixed with set screws.

Earth Stud: Earth stud 5/8"mm Dia. size bolt welded to pole with required size nut and double G.I. /M.S. washers

Paint: Bituminous paint, Aluminum paint/ any other paint as per the instructions of engineer-in-charge, Red oxide paint.

17.3.3 Method of construction:

Before erection of pole base plate of size 30x30x0.6 cm shall be full length welded or fixed with 4 set screws at the bottom of pole, a suitable hole of required diameter and at specified height shall be drilled and welded with knock out nipple for laying wires of street light. The pole shall be then painted by 2 coats of red oxide paint as primer and one coat of bituminous paint before erection for 1/6 length which is to be buried in ground & after erection remaining portion to be painted by two coats of aluminum paint. The pole shall be erected in provided pit with cement concrete foundation and muffing in perfect plum.

17.3.4 Mode of Measurement:

Executed quantity will be measured on number basis. (i.e. each).

18. Cable Glands (GL)

18.1 Scope:

Termination of cable ends with cable glands for preparing and fixing the cable leads for connection. Cable glands shall be of Flange type.

18.2 Material:

Cable glands: Flange type heavy duty. Made of high purity brass metal with brass washers, rubber rings, threaded stud with washers and nuts.

18.3 Method of Construction

Before erection of gland, the cable end shall be prepared by removing the outer PVC insulation up to the point where gland to be fixed, by assessing the length of leads required. Bottom portion of gland shall be inserted over the steel armouring, and then armour strips shall be bent for the length of collar of gland, remaining length of armoring shall be cut. The cable end shall then be, inserted through the entry of plate where the cable is to be terminated. The top portion of gland with washer shall be then inserted in such a manner that the bent armour strip should be touching the surface of the entry. The nuts shall be tightened with spring washers over the projected stud portion. Fixing of gland shall be at right angle to the gland plate. Tightening shall assure continuity of earth. Hole to the gland plate shall be punched / knocked out, of correct diameter with respect to gland size.

18.4 Mode of Measurement: Executed quantity will be measured on number basis.
(i.e. each)

19. Cable Lugs (Aluminum & Copper)

19.1 Scope:

Crimping of lugs, and fixing to the terminals with nuts and bolts, etc.

19.2 Material:

Lug: Lug shall be of high purity aluminum / copper / bimetallic of required type, with required size of hole and smooth finished both from inside and outside.

Hardware: Brass or Cadmium plated mild steel nuts and bolts, bimetallic washers.

Anti-Oxide paste: Paste of superior quality manufactured by reputed manufacturer.

19.3 Method of Construction:

Before fixing of lugs to the cable end, the cable end to the equivalent length of the lug shall be prepared by removing the outer PVC insulation along with the steel armouring and then, the inner PVC insulation. The paste shall be applied to the cable lead and inside the lug prior to the inserting of lug on the cable lead. The lug shall then be crimped with hydraulic / mechanical type heavy duty crimping tool. The crimping shall be done in such a manner that there shall be no air gap. Then the crimped portion shall be wrapped with the PVC insulation tape. (Colour of tape shall be of that of cable lead) The above method shall be carried out for all the cores. The cable end with lug shall then be terminated into the terminal and then be tightened with either brass nuts or Cadmium plated nuts as directed by Engineer in-charge.

19.4 Mode of Measurement:

Executed quantity will be measured on number basis. (i.e. each).

20. Brackets (BKT) Pole Bracket (Cross)

20.1 Scope:

Supply and erection of MS Pole Bracket for erection of L T insulators on provided pole.

20.2 Material:

Pole Bracket: MS pole bracket fabricated as per specifications in Table 3. Thickness and size of channel is to be checked from the steel table.

Table No 3

Details of Pole Brackets

Item No	Material of bracket	Length	No of insulator	No of insulat	Guarding Extension	Remark
1	Angle iron 50x50x6 mm	550 mm	2	2		For LT guarding vertical formation
2	Angle iron 50x50x6 mm	750mm	2	2		For LT guarding for horizontal
3	ISMC Channel 75x40x 4.7mm		4	4		For LT 3 phase 4 wire vertical
4	ISMC Channel 75x40x 4.7mm		5	5		For LT 3 phase 5 wire vertical formation
5	ISMC Channel 75x40x 4.7mm	550 mm	2	2		
6	ISMC Channel 75x40x 4.7mm	1100 mm	4	4		
7	ISMC Channel 75x40x 4.7mm	550 mm	2	2	300mm of same channel	
8	ISMC Channel 75x40x 4.7mm	1100 mm	4	4	300mm of same	

20.3 Method of construction:

The cross arm shall be made up of size of channel mentioned in above table. The length shall be as stated above table. The cross arm shall be complete with pole clamp of size 50X6 mm MS flat and holes required for pin / shackle insulator. For MS pole bracket with guarding extension, a extension piece of same size of length 300 mm shall be welded to bracket as per drawing attached herewith. The cross arm and pole clamp shall be painted with one coat of red oxide and two coat/silver enamel paint any other colour paint (as per the instructions of engineer in-charge).

20.4 Mode of Measurement: Executed quantity will be measured on number basis, (i.e. Each)

21. Conductors (CON)**21.1 Aluminium Conductors****21.1.1 Scope:**

Supply and erection of All Aluminium Conductors for overhead line.

21.1.2 Material:

Conductor: All aluminium stranded conductor

Binding wire: 12 SWG aluminium binding wire

Clamps: PG clamps as per requirement

21.1.3 Method of construction:

At first the conductor is removed from bundle/drum straighten without knots, bends, etc. Stringing of conductor shall be done with draw vice. Conductor shall not be twisted while stringing. Shackle insulators shall be used if the line deviates by 30 degrees or more, at terminal pole and at junction/ cut pole. Parallel double groove clamp having two nut bolts designated to carry full line current shall be used for making Jumper wire connections. On straight line the conductor shall be bounded on top groove of insulator and at angular position binding shall be done in side groove. Binding wire of 12 SWG shall be of the same metal as that of conductor.

21.1.4 Mode of Measurement:

For measurement purpose, sum of the total conductor including jumper connections shall be considered. (i.e. per km)

21.2 Aluminium Conductor. Steel Reinforced (ACSR)**21.2.1 Scope:**

Supply and erection of aluminium conductor steel reinforced for overhead line.

21.2.2 Material:

Conductor: All aluminium conductor steel reinforced (As per table 4)

Binding wire: 12 SWG aluminium binding wire C/amps: PG clamps as per requirement.

21.2.3 Method of construction:

At first the conductor "is removed from bundle/drum straighten without knots, bends, etc. Stringing of conductor shall be done with draw vice. Conductor shall not be twisted while stringing. Disc insulators shall be used if. The line deviates by 30 degrees or more, terminal pole and tri-pole or four pole structure at terminal pole and at junction/ cut pole.

Parallel double groove clamp having two nut bolts designated to carry full line current shall be used for making Jumper wire connections. Universal parallel double groove clamp having two nut bolts shall be used for Tap Off point.

On straight line the conductor shall be bounded on top groove of insulator and at angular position, binding shall be done in side groove. Binding wire of 12 SWG shall be of the same metal as that of conductor.

21.2.4 Mode of Measurement

For measurement purpose, sum of the total conductor including jumper connections shall be considered,(i.e. per km)

Table No 4 Conductor Specifications As Per I.S. 398/1961

Code Name of Conductor	Resistanc e at 20° ohm /km.	Approx, Current Carrying Capacity in Amperes.		Number of Strands / Diameter of each	Overall Diameter of conductor	Weight of l Conducto r (kg/km)
		At 40°C	At 45° C			
AH Aluminium Conductor						
Rose	1,361	116	108	7/1 .96	5.88	58
Gnat	1.071	133	123	7/2.21	6.63	73
Irish	0.850	150	138	7/2.48	7.44	92
Pansy	0.677	178	165	7/2.78	8.34	116
Ant	0.544, -	. 204	189	7/3.10 '	9.30 .	144
ACSR Conductor						
Squirrel	1 .374	115	107	6+ 1/2.11	6.33	85
Weasel	0.911	150	139	6+ 1/2.59	7.77	128
Ferret 4.G4	o.6?g	181	618	6+ 1/3.0	9.00	171
Mink 0.06	0.456	234	217	6+ 3.66	10.98	255
Raccoon	0.365	270	250	6+ 1/4.09	12.27	318
Dog 0.1	1.137	520	482	30+ 7/3.0	21.00	976

Table No 5 Minimum Clearances between Conductors (13:4237-1967)

S. No.	Voltage level (kV)	Clearance in mm	
		Between Phases	Between Phase & Earth
7.	11	460	305
8.	22	610	460
9.	33	915	610
10.	110	1675	1000
11.	230	3350	1675
12.	400	4000	3500

22. Insulators (INS) (BOQ Item sr. no. 44-47)**22.1. Porcelain Disc Type Insulator 11/22/33 kV (OH-INS/DI)****22.1.1 Scope:**

Supplying porcelain disc type insulator, suitable for 11/22/33KV and necessary ancillary materials and complete erection on provided cross arm / bracket and connected to the overhead line as per instructions from the site engineer.

22.1.2 Material:

Insulator: Distribution class Disc type insulator made from porcelain, suitable for specified voltage level, having ISI mark, with necessary hardware.

Hardware: Nuts, washers, etc.

Binding wire: Bare Copper wire or conductor.

Clamps: MS clamps.

22.1.3 Method of construction:

Distribution class porcelain disc type insulator, suitable for specified voltage level, erected on provided cross arm or bracket with clamps, ancillary materials, and connected to the over-head line. Connection shall be made with bare copper wire of specified gauge.

22.1.4 Mode of Measurement: Executed quantity will be measured on number basis (i.e. each)

22.2. Pin Type Insulator 11/22/33 kV

22.2.1 Scope:

Supplying porcelain Pin type insulator, suitable for 11/22/33KV and necessary ancillary materials and complete erection on provided cross arm / bracket and connected to the overhead line as per instructions from the site engineer

22.2.2 Material:

Insulator: Distribution class Pin type insulator made from porcelain, suitable for specified voltage level, having ISI mark, with necessary hardware.

Hardware: Nuts, washers, etc.

Binding wire: Bare Copper wire or conductor.

Clamps: MS clamps.

22.2.3 Method of construction:

Distribution class porcelain pin type insulator, suitable for specified voltage level, erected on provided cross arm or bracket with clamps, ancillary materials, and connected to the overhead line. Connection shall be made with bare copper wire of specified gauge.

22.2.4 Mode of Measurement: Executed quantity will be measured on number basis (i.e. each)

22.3. Post Type Insulator 11/22/33 kV (OH-INS/PST)

22.3.1 Scope:

Supplying porcelain Post type insulator, suitable for 11/22/33KV and necessary ancillary materials and complete erection on provided cross arm / bracket and connected to the overhead line as per instructions from the site engineer

22.3.2 Material:

Insulator: Distribution class Post type insulator made from porcelain, suitable for specified voltage level, having ISI mark, with necessary hardware.

Hardware: Nuts, washers, etc.

Binding wire: Bare Copper wire or conductor.

Clamps: MS clamps.

22.3.3 Method of construction:

Distribution class porcelain post type insulator, suitable for specified voltage level, erected on provided cross arm or bracket with clamps, ancillary materials, and connected to the over-head line. Connection shall be made with bare copper wire of specified gauge.

22.3.4 Mode of Measurement: Executed quantity will be measured on number basis (i.e. each).

22.4 Thyrite type Lightning Arrestor 11/22 kV (OH-INS/LA)**22.4.1 Scope:**

Supplying porcelain Thyrite type lightning arrestor, suitable for specified voltage level and necessary ancillary materials and complete erection on provided cross arm / bracket and connected to the over-head line as per instructions from the site engineer.

22.4.2 Material:

Arrestor: Distribution class Thyrite type lightning arrestor made from porcelain, suitable for Specified voltage level, having ISI mark.

Hardware: Nuts, washers, etc.

Binding wire: Bare Copper wire or conductor.

Clamps: MS clamps.

22.4.3 Method of construction:

Distribution class porcelain Thyrite type lightning arrestor, suitable for specified voltage level, erected on provided cross arm or bracket with clamps, ancillary materials, and connected to the overhead line. Connection shall be made with bare copper wire of specified gauge.

22.4.4 Mode of Measurement: Executed quantity will be measured on number basis (i.e. each)

23. Plate / Pipe type Earthing (BOQ Item sr. no. 57-59)

Plate type Earthing (With or Without C\ Cover, Funnel, etc) (EA-EP)

23.1 Scope

Supplying and erecting. Galvanized cast iron /copper earth plate type / G.I. pipe type earthing with / without C.I. cover as per instructions from the site engineer.

23.2 Material:

Earth Plate: Galvanized cast iron / Copper earth plate or GI pipe as per specifications

C\ Cover: As per specifications given in Table No 6.

Earthing Conductor; Copper/G.I strip/ Annealed bare copper wire/G.I. earth wire of size as per specifications given in Table No 6.

G/Pipe; for watering, and as enclosure for Earth wire, refer specifications given in Table No 6,

Hardware: Screw/nut bolts with required washer of dimensions, Raw Plug/clip/nails and material as per specifications given in Table No 6.

Finishing material: Coal) /Charcoal/ salt as per specifications given in Table No 6. as per specifications given in Table No 6.

Lugs: As per specification. Copper/ Aluminium lugs as per specifications given in Table No 6.

23.3 Method of construction:

Pit is to be dug of required dimension and depth for the earthing at site, and laying of Galvanized cast iron / Copper earth plate or G.I. pipe shall be as per Table No 6. The earth connection to equipment switch gear and earthing electrode shall be connected as shown in the diagram and as per IS 3043 amendment up to-date. The connections shall be made either by strip or double run of earth wire with drilling, welding, riveting, brazing and nut bolting to plate or pipe, where ever required in an approved manner. As far as possible Continuous strip shall be used, but where ever jointing of strip is unavoidable; the overlap portion must not be less than $2^{1/2}$ times the width of the strip either welded/ brazed/soldered by all sides or 6 inches overlap with two nut bolts/ riveting of adequate size with required washer and covered by anti-corrosive paint as per approved jointing practice in the industry and as per directives from site engineer in charge. Pit shall then be filled with screened soil with alternate layer of coal and salt, and if, necessary brick masonry work (Where ever applicable) shall be done as specified in IS: 3043, with laying wires in PVC/ G.I. pipe and watering arrangement as per drawing no EA-1 and covered with C.I. Cover (Where ever applicable).

Where ever requires or as specified by Site Engineer, a Test link shall be provided for facilitating the testing of resistance of earth electrode.

23.4 Testing:

The value of each earth electrode shall be measured by earth tester in presence of site Engineer and to be recorded.

23.5 Mode of Measurement: Executed quantity will be measured on number basis (i.e. each)

Table No 6 Detailed Specifications of various types of Earthing

Type of earthing		Galvanized cast iron earth plate type without C.I cover	Copper earth plate type with C.I cover	Galvanized cast iron earth plate type with C.I cover	Pipe type earthing without C.I cover
S.No	Particulars				
1)	Depth from top of plate Up to Ground	1.5 m Galvanized	1.5m	1.5m Galvanized	
2)	Size & type of material for pipe / Plate type earthing.	Cast iron earth plate size 60x60x0.6 cms	Copper earth plate size 60x60x3. 15 cms	cast iron earth plate size 60x60x0.6 cms	'B' grade G.I. pipe - 40mm, dia. 2.5 mtr. Long or 20 mm dia. G.I. Rod
3)	Salt/charcoal	30 Kg. charcoal and salt each	30 Kg. charcoal and salt each	40 Kg. charcoal and salt each	NA-
4)	Type of Wire	Double G.I. wire 8 SWG	Double G.I. 8 SWG	Double G.i. 6 SWG	double G.i. 8 SWG

5}	Wire enclosure	12mm. dia. G. I. pipe 2 mtr. Long	12mm. dia. G. I. pipe 2 mtr. Long	12mm. dia. G. I. pipe 2.5 mtr. Long	NA
6)	Nut bolts	12 mm dia. Cadmium/ GI	12 mm dia. Cadmium / GI	12 mm dia. Cadmium / GI	NA
7)	Washers	GI	GI	GI	NA
8)	Watering pipe	19mm. dia G.I. pipe	19mm. dia. G.I. pipe	19mm. dia. G.I. pipe	NA
9)	Lugs	Yes	Yes	Yes	Yes
10)	funnel	No	Yes	yes	NA
11)	Brick Masonry	No	Yes	yes	NA

Civil Work (CW)

24. Excavation (EXN) (BOQ Item sr. no. 67-71)

24.1 Cable Trench (CTR)

24.1.1 General

This part of specification deals with the preparation of trenches in soft soil, hard murum, BT road, and laying of cables inside the trench, etc as per IS: 1255,

24.1.2 Scope:

Excavating in all types of soil strata and making trench for laying cable/cables, providing sand bed for laying the cable, covering cable with specified material as per requirement, and finishing the same by making the surface proper with crown on top of the trench.

The following list shows Indian Standards, which are acceptable as good practice, and accepted standards.

SP 30: 1984 : National Electrical Code

SP 7 (Group 4): 2005 : National Building Code
IS 1255: 1967 : Code of practice of Installation &
Maintenance of armoured cables up to 33 kV.

24.1.3 Material:

Bricks: Solid Clay bricks of minimum size 225x110x62.5 mm (L x B x H), burnt in the Kiln, of good quality.

Sand: Screened sand of good quality.

24.1.4 Method of Construction:

Trench in Soft soil / Hard Murum / Tar road Single run of cable Before excavating the soil for preparing trench, route of cable laying shall be got finalized from the site in-charge. Trench of minimum 300 mm width shall be excavated up to. Minimum depth below the ground surface as per Table No 7. Bottom of the trench should be carefully leveled and freed from stones. Cable duly straightened shall be laid flat and embedded in the 200 mm layer of screened sand at the bottom of the trench. Bricks shall be laid all over the run of cable as specified below:

Lengthwise for cable up to and including 10 Sqmm of all cores. Widthwise for cable above 10 Sqmm of all cores.

Remaining portion of the trench shall be back filled with the excavated material after removing stones and sharp / hard material, and making the surface proper. Crown of 150 mm shall be provided over the trench. The remaining excavated material shall be removed from site and dumped in scrap yard of Local authorities or at suitable place.

Trench in Soft soil / Hard Murum / Tar road Two or more cables run of cable Before excavating the soil for preparing trench, route of cable laying shall be got finalized from the site in-charge. Trench of minimum required width more than 300mm. shall be excavated up to minimum depth as per Table No 7, below the ground "Surface. Bottom of the trench should be carefully leveled and freed from stones. Cables duly straightened shall be laid flat and embedded in the 200 mm layer of screened sand. The inter-axial distance between two cables shall be between 230 and 400 mm. at the bottom of the Trench. Bricks shall be laid all over the run of cable as specified below:

Length wise for cable up to and including 10 Sqmm of all cores. Width wise for cable above 10 Sqmm of all cores. Remaining-portion of the trench shall be back filled with the excavated material after removing stones and sharp / hard material, and making the surface proper. Crown of 150 mm shall be provided over the trench. The remaining excavated material shall be removed from site .and dumped in scrap yard of Local

authorities or at suitable place. Trench in Soft soil/Hard Murum/Tar road with half round Hume pipe:

(For cables of size 25 Sqmm. and above shall be covered mln. 150 mm. dia. of RCC Hume pipe)

Before excavating the soil for preparing trench, route of cable laying shall be got finalized from the site in-charge. Trench of minimum required width more than 300mm. shall be excavated up to minimum depth as per Table No 5, below the ground surface. Bottom of the trench should be carefully leveled and freed from stones. Cables duly straightened shall be laid flat and embedded in the 200 mm layer of screened sand. The inter-axial distance between two cables shall be between 230 and 400 mm. at the bottom of the trench, inverted 150mm. dia. Half round RCC Hume pipe shall be laid above full length of cable. For more than one-cable higher size or more number of Hume pipes are to be provided.

Remaining portion of the trench shall be back filled with the excavated material after removing stones and sharp / hard material, and making the surface proper. Crown of 150 mm shall be provided over the trench, the remaining excavated material shall be removed from site and dumped in scrap yard of Local authorities or at suitable place. As per 3.1 above, in place of bricks, the cable of size 25 sq.mm and above shall be covered with 150 mm dia, half round Hume pipe.

24.1.5 Mode of Measurement:

Executed quantity shall be measured on the basis of running meter per run of cable.

24.1.6 Minimum depth for cable laying.

S.No	Voltage level of cables	Minimum depth from top of the cable
1	Up to 1.1 kV	900 mm
2	3,3 kV to 11 kV	1200 mm
3	22kVto33kV	1200 mm
4	At road crossing	1000 mm
5	At railway crossing {from Bottom of sleepers to Top of Cable pipe)	1200 mm

25. LT – Air Circuit Breakers

25.1 Scope:

Supplying, erecting, and commissioning of Air Circuit breaker of specified rating, conforming to IS 2516/IES157 manually operated non draw out type/draw out type erected at position in provided panel board in approved manner.

25.2 Material: Air Circuit Breaker: Draw out type/non draw out type manually quick make quick break type front operated mechanical indication for ON/OFF position with 50 kA short circuit rating. Trip free mechanism with high performance characteristic based on modular construction and should be compact. The breaker shall have following accessories:

Auxiliary Switch: Auxiliary switch shall consist of 2 NO & 2 NC contacts. The total Auxiliary switch block shall have minimum six auxiliary. In case of draw out breakers two sliding contacts should be provided. **Alarm Switch:** For breaker with thermal and magnetic trip units the indication should be direct from trip unit through micro switch with necessary wiring.

Shunt Release: Shunt trips are used for remote control. Shunt trip coil should operate through an auxiliary switch. The operating ranges should be normally 50-110 % of the rated voltage.

Under voltage Release: Under voltage release must be energized before closing breaker. This should be provided for remote control.

Over current release: Over current release shall consist of Current Transformer with slides on each current carrying path of a bi-metal relay common to all transformers. The transformer shall have a fix ratio suited to particular setting range. Overload releases shall be thermal time lagged.

Overload relay range shall be 50 % to 100 % of CT ratio. Frame shall facilitate site adjustment from 25-100% of ACB rating to match the load requirement.

RA unit - given for 0-110% operating range of SHT-ensures supply available to shunt trip from same AC source in short circuit condition.

RC unit – for up to 3secs. Time delay with U/V trip. Ideal for protection against transient voltage dips and nuisance tripping continuously adjustable time delay range of 40-500 ms with S/c trip ideal for selective interruption co-ordination of ACB's.

Contacts made of electrolytic copper of 99.9 % purity, of ACB shall be totally shrouded, for eliminating access to live parts.

Short Circuit release pick up shall be adjustable for closer protection.

Breaker shall be compact in size, for saving space in the cubicle and as far as possible shall be lightweight for easy handling.

Thermal over load and magnetic short circuit protection shall be provided.

25.3 Method of Construction: The breaker should be erected on provided panel board or cubicle as the case may be complete with connecting to bus bar by means of provided insulated copper strip of suitable cross section as per the rating, complete.

25.4 Mode of Measurement: Executed quantity shall be counted on number basis. (i.e. each)

26. HT - SFU's, Load Break Switch (HTS)

A. HT Switch Fuse Unit/ Load Break Switch (LBS)

26.1 Scope:

Supplying and erecting extendable/ non extendable type load break switch with fuses of required rating and with IP 55 protection class, on provided MS channels/ trench/ foundation in an approved manner.

Recommended Standards:

IS 9920 (Latest Revision) :- Rating, performance, testing of load break switch

IS 9921 :- Standards for temperature of electrical parts exposed to air

Load Break Switch should normally comply with the following parameters:

S. No	Specifications	11 KV	22 KV
1	Rated Voltage	12 KV	24 KV
2	Rated Current	630A	630A
3	Rated short time current	25 KA	25 KA
4	Rated making current	62.5 KA	62.5 KA
5	Rated breaking current	630A	630A
6	Impulse withstand voltage Earth and the	85 KV	145 KV
	Between poles Across Isolation distance	75 KV	125 KV
7	Power frequency test voltage Earth and	32 KV	60KV
	Between poles across the isolation distance	28KV	50KV

26.2 Material:

- Steel Sheet
- Electrolytic Aluminium Bus bar of 400A
- Arc Chutes
- Epoxy Resin Cast Type Insulators
- H.T. Fuses of adequate capacity
- Shunt Trip Coil
- Manual trip push button

- Auxiliary contacts
- Earth switch
- Earth Bus bar copper (25x3)

26.3 Method of Construction: Load break switch should be erected on provided MS channels/ trench/ foundation as per approved drawing by site in charge. Manufacturer's certificate for type test should be obtained. Routine Type test should be carried out at site. An earth switch having separate operating handle should be interlocked with main switch should be checked. An operating handle with correct sequence device having ON and OFF position and arrangement for pad locking provided should be checked. Application: Load break switch is suitable mainly for underground H.T. distribution system. It can be used for switching of transformers, overhead lines, capacitors, ring mains and cables.

26.4 Mode of Measurement: Executed quantity will be counted on number basis. (i.e. each).

27. Ring Main Unit: (RMU) (BOQ Item sr. no. 75)

27.1 Scope:

Supplying and erecting outdoor type ring main unit with 3 incoming and 1 outgoing with HRC fuses and with IP 55 protection class, complete erected on provided CC foundation/ MS channels/ trench in an approved manner.

Recommended Standards: IS 9920 (Latest Revision):- Rating, performance, testing of Ring Main Unit IS 9921 :- Standards for temperature of electrical parts exposed to air .

27.2 Material: • Steel Sheet • Electrolytic copper Bus bar of 400 A • Arc Chutes • Epoxy Resin Cast Type Insulators • H.T. Fuses of adequate capacity • Shunt Trip Coil • Manual trip push button • Auxiliary contacts • Earth switch • Earth Bus bar copper (25x3).

27.3 Method of Construction: Ring main unit should be erected on provided MS channels/ trench/foundation as per approved drawing by site in charge. Manufacturer's certificate for type test should be obtained. Routine Type test should be carried out at site. An earth switch having separate operating handle should be interlocked with main switch should be checked. An operating handle with correct sequence device having ON and OFF position and arrangement for pad locking provided should be checked.

Application: Ring Main Unit is suitable mainly for underground distribution system. It can be used for switching of transformers, overhead lines, capacitors, ring mains and cables Mode of Measurement: - Per RMU

27.4 Mode of Measurement: Executed quantity will be counted on number basis. (i.e. each)

28. Dismantling

Cable laid underground, or fixed on any surface shall be dismantled carefully without damaging complete with all its accessories, making coil and stored as directed. The surface of the dismantled cable shall be made clear by removing of unwanted material, cement mortar, etc. When cable is dismantled from trench refill back the trench and making the surface proper.

Mode of Measurement: Executed quantity shall be measured on the basis of running metre per run.

29. Transformer (TR)

29.1 Scope:

Supplying and erecting AC three phase 11 or 22 kV/0.44 kV, 50 Hz, oil immersed and naturally cooled indoor/outdoor type copper wound distribution transformer of specified capacity, connected delta on HV side and star on LV side with additional neutral brought out on load side.

Recommended standards:

The following list shows Indian Standards which are acceptable as good practice and accepted standards.

IS 335: 1963 Dielectric Strength IS 2026 part I 1977 Specification for Transformer IS 2026 part II 1977

Specification for type of cooling and permissible temp. Rise of transformer

IS 2026 part III 1981 Specification for insulation level and dielectric strength of transformer

IS 2026 part IV 1977 Specification for terminal marking tapping and connections?

IS 1180 part I 1989 Specification for outdoor type three phase distribution transformer

IS 10028 Part I 1985 Code of practice for selection installation and maintenance of transformers

CBIP/TAC Manuals

29.2 Material:

1. Copper wound Transformer with Delta connection on HV side and star connection on LV side complete with Manufacturer's test certificates

2. Standard mountings required for transformer are shown below. The mountings are to be selected from them and any additional if required.

- Off load tap changing
- Oil conservator with fitting holes and cap and plain oil level gauge
- Silica gel dehydrating breather
- Oil drain valve
- Thermometer pockets
- Oil filter valve
- Lifting arrangement
- Two earthing terminals
- Diagram and rating plate
- Four bi directional plain rollers
- Air vent
- Explosion vent
- Terminal arrangement
- Bushing with lugs and/or cable end box on LV side
- HV cable end box and/or HV bushing

Method of Construction:

The contractor should intimate name of manufacturer and make of the Transformer and location of the manufacturer factory to engineer in charge prior to delivery of the transformer. After manufacturing of the transformer, the agency/contractor shall intimate the engineer-in-charge for carrying out the inspection.

After receipt of intimation engineer-in-charge or his representative should inspect the Transformer at manufacturer factory and shall carry out the following tests jointly in presence of concern contractor.

1. Open Circuit test
2. Short Circuit test
3. Specific Resistance Test
4. Insulation Resistance of HV, LV, in between HV and LV, Winding and Body.
5. Dielectric Strength and acidity test of Transformer oil.

The test results of joint inspection shall be recorded on the test report of Transformer with its Sr. No. prior to delivery of the Transformer to site. Necessary work of plinth and or for D.P. structure with D.O. set, L.A., A.B. switch should be completed before dispatch of the transformer. The channel arrangement on plinth is to be done. Earthing

arrangement should be completed. The Transformer should be installed on plinths / double pole structure/floor by arranging chains pulley block, crane etc as per IS Norms. After installation of Transformer the stopper/lock should be provided to rollers of the Transformer.

The connection of H.T/L.T. side should be completed by provided Copper wire/ cable with necessary lugs to avoid loose connection. The earthing (2 Nos for Neutral & 2 Nos for Body) should be connected from distinct electrodes. The earthing should be connected by lugs/proper size of strip. The Engineer in charge or his representative should check all connections on H.T. side, L.T. side and earths and insulation and earth resistance test should be carried out and results obtained shall be recorded. Statutory Permissions to be obtained by the Agency /Contractor. Before commencement of work, the drawings of installation shall be got approved from the Electrical Inspector, I E & L Department. The installation should be got inspected from Electrical Inspector and obtain written permission to charge the Transformers. Commissioning: After above formalities the Transformer, should be charged/commissioned in presence of Engineer in charge or his representative along with load trials and shall be handed over to the department for beneficial use After charging the Transformer, line, phase voltages and line current shall be measured, and the same shall be submitted.

Following test certificates shall be submitted:

1. Manufacturers original certificate of Transformer as stipulated in IS.
2. Test certificate for dielectric strength of oil as per IS.
3. Test results of IR values.
4. Test results of all earth electrodes.

Readings of Voltages & currents at the time of commissioning.

B. GENERAL RESPONSIBILITY OF CONTRACTOR

Following are the general responsibilities and obligations of Contractor while working for this work:

S. No.	Item Description	General Role and Responsibility of Contractor
1.	Survey and Marking	Contractor has to survey / Mark/ setting out his work area in coordination with other contractor or agencies / department at his own cost. in case the marking gets faded / erased due to painting or any other work, then civil should restore it promptly.
2.	Barricading	All the excavated area / dug area / trench or area of traffic hazard location shall be properly barricaded by contractor

S. No.	Item Description	General Role and Responsibility of Contractor
		with rigid barricade till the work is completed & safe for use of public
3.	Lighting	Contractor has to provide general lighting to all common / general areas of the worksite and caution lighting where ever required till permanent light become functional in that area or issuance of Taking over certificate whichever is earlier.
4.	Statutory Permission / NOC	Contractor shall obtain the required permission / NOC /Shut Down from MSEDCL / Local Authorities at his own cost. Maha-Metro shall provide necessary recommendation letter as well as reference, wherever required.
5.	Cranes	Contractor shall Permit use of cranes on site by other Contractors on a mutually agreed rental basis and subject to the availability of the same on site in event of any urgent work.
6.	Scaffold	Contractor has to permit other contractors, the usage of scaffolding erected at site but only within the timings as agreed by the Civil Contractor so that it does not hamper the progress of civil works at mutually agreed terms and conditions.
7.	Medical	First Aid kit with adequate medicine shall be available at site at cost of contractor & provision to meet any medical emergencies shall be arranged by contractor by tie up with nearby hospitals as per Safety & Health norms".
8.	Drinking Water	Clean & potable drinking water shall be arranged by contractor at site at his own cost.
9.	Power	Contractor shall supply power to his work area at his own cost. The energy charge rate per unit a consumption is to be borne by Contractor. The power supply shall be maintained until assigned work is complete.
10.	Staff Quarter / Accommodations	Contractor shall arrange required quarter / accommodations for his workers and staff at his own cost. Necessary amenities, facilities, power, water & cleaning shall be arranged by contractor as per relevant Labour Law / act
11.	Cleaning	Contractor will be responsible for general site cleaning of his work area or else where the debris spread due to his working. These debris shall be suitably dumped by contractor at a dumping site at his own cost. In case contractor fails to remove his material, the Employer (Maha-Metro) / Employer's representative (GC employee) of Civil contract along with the Employer (Maha-Metro) / Employer's representative (GC employee) of respective system wide contractors shall Inspect the site jointly and prepare a joint note. After written notice of

S. No.	Item Description	General Role and Responsibility of Contractor
		minimum three days to the contractor to remove his material, thereafter Civil/GC may instruct civil contractor to remove it and the cost of the same shall be borne by the contractor.
12.	Security	Security of material, machine, tools and work at site shall be sole responsibility of the contractor at his own cost..
13.	Safety	Adequate care for Safety & Health and Environment shall be taken by contractor. Sufficient safety gadgets and equipment required as per nature of work shall be arranged by contractor at his own cost.
14.	Toilet, Drinking water & other Amenities	Proper & hygienic toilet facility & potable water facility at site shall be arranged by contractor at his own cost.
15.	Drainage	Contractor to provide and maintain proper drainage at site. Arrangements of pump or other equipment shall be responsibility of contractor at his own cost.
16.	Access Dates	Contractor to provide and update the other Contractor the access date for various working area
17.	Drawings	After completion of work Contractor shall provide as built drawing specifying the cable route & various equipment /system installed / relocated / altered.
18.	Services Requirements	Contractor to carry out works as per requirements of latest approved drawings by Engineer of Maha-Metro
19.	Site Storage Space	Contractor has to arrange properly levelled and debris free site storage space to other Contractor as per the instructions of the Engineer.
20.	Interface coordination Meeting	Contractor to organize coordination meetings as per project requirement to discuss interface issue, exchange information, drawings, documents etc. and inform the Employer / Employer's representative (GC employee) for critical issues. Minutes of Meeting for these meetings to be maintained and communicated by Civil Contractor.
21.	Dewatering	Contractor has to provide temporary pumping arrangements along with Discharge piping at all locations to avoid water logging in his work area & surrounding area.
22.	Delivery of Material at Site	Contractor shall assist other contractors in planning, equipment delivery route for major materials and plant of the other contractors showing temporary and permanent provisions
23.	Resolution of Interface issues	Contractor as well as other working contractors shall, in carrying out their interface coordination responsibilities, raise their observations well in time and provide sufficient information to the employer to decide on any disagreement between contractors. if any contractor, despite having made reasonable efforts, cannot resolve any such disagreement, then the decision of the employer shall be final.

S. No.	Item Description	General Role and Responsibility of Contractor
24.	Utility Map	Contractor shall share the updated Utility Map in case of any changes / shifting of utility services to the other contractor.
25.	Work Plan	Contractor shall prepare a work plan and get approved by engineer
26.	Trees trim/ Cut	Contractor shall cut/trim the trees as and when required & by the permission of local authority & after approval of engineer of Maha-Metro. Obtaining such permission shall be responsibility of contractor.
27.	Buried pipes for cables crossing	Contractor shall re- install & repair other utility pipes buried in his working area, if it gets damaged due to his work. The cost of such re-installation & repairing is deemed to be inclusive in his main works
28.	Testing and commissioning	Contractor shall jointly check and confirm the functioning of the work completed by him. The testing shall be witness by Engineer.
29.	Integrated testing	Contractor shall conduct integrated testing of his work with existing functional system.
30.	Miscellaneous Responsibility of Contractor	<p>a. Arrangement for the curing of C. C. foundation, muffling, brick masonry work etc. (If any) shall be done by clean and soft water at site by the contractor at his own cost.</p> <p>b. While executing the E.I. work, the contractor shall provide Generator for Electrical Drill machine at his own cost.</p> <p>c. The contractor shall follow the ISI specification, relevant standards, IER 1956 during the execution of work.</p> <p>d. The contractor shall obtain the permission of local Authority/N.O.C. before digging the road if necessary.</p> <p>e. During the execution of work, if any shut down from M.S.E.D.C.L. is necessary, in that case, it is solely responsibility of contractor to take necessary shut down with permission of local MSEDCL authority.</p> <p>f. The contractor will have to use necessary Tools & Plants while execution of work at its own cost.</p> <p>g. After completion of work, the contractor shall have to carry necessary I R test and earth Test with calibrated megger & earth tester and the test report of same shall be submitted to Maha-Metro.</p> <p>h. After completion of the work, the contractor shall have to arrange the approval & inspection of E.I. from Electrical Inspector and accordingly N.O.C. shall be</p>

S. No.	Item Description	General Role and Responsibility of Contractor
		<p>obtained, however the necessary inspection Fee will be borne by Maha-Metro. The necessary testing charges of M.S.E.D.C.L. shall be paid by the contractor.</p> <p>i. The work insurance and insurance of worker Labour insurance shall be done by contractor under the insurance act of his own cost.</p> <p>j. The complete responsibility of safety of workers during the execution of work is solely of contractor. The contractor will have to follow all the safety rules during the execution of work. If any accident occurred during the execution of work, the responsibility of compensation will be of contractor. In any case, Maha-Metro will not be responsible for any compensation.</p> <p>k. Any fees/charges/taxes or penalties towards payment of Government/Semi-Government/Local /Private Bodies arising during the execution of the work is to be borne by the contractor. No compensation or refunds will be paid for this.</p> <p>l. Necessary approval for the material procurement shall be obtained by the contractor from the authority before starting the work.</p> <p>m. The actual layout drawing shall be acquired as 'approved' by the contractor from the concerned Electrical Inspector before starting the work.</p> <p>n. The permission for 'Electrical-charging' of the installation shall be obtained by the contractor from the concerned Electrical Inspector after completion of the work.</p> <p>o. The dismantled materials i.e. bracket clamps, insulators, stay sets, A-B switch, lightening arrestors, G.I. wires & ACSR conductors, RSG Pole transformers shall be handed over to Maha-Metro at suitable stores as directed by ED/Utility shifting (Maha-Metro), Nagpur and copy of receipt of handing over shall be submitted. This includes lead and lift.</p> <p>p. Contractor has to take prior permission from MSEDCL/ NMC / NIT and any concerned authority for shifting of electrical services and it's shut down.</p> <p>q. The High pot test of 11 KV cable shall be arranged by the contractor at site after laying the cable in presence of the concerned Engineer of Maha-Metro. The cost will be borne by the contractor.</p>

9

Location / Chainage Wise Details of Electrical Utilities Requiring Shifting /Diversion in REACH-4A							
Sr. no.	Station / Location	Type of Utilities	O/H or U/G	Parallel or Perpendicular to Road	Chainage		Remark
					From	To	
1	Pardi Metro Station	1 33 kV Wardhaman Nagar Feeder Cables (2 Nos. LHS)	U/G	Parallel	-1350	-1450	All electrical utilities will be diverted outside the Metro alignment at suitable location by providing underground cables.
		2 11 kV Bhandara & Subhan Nagar Feeder Cables (4Nos. LHS)	U/G	Parallel			
		3 11 kV Bhawani Mata Feeder Cables (1 Nos. LHS)	U/G	Parallel			
		4 11 kV Rajesh Casting Feeder Cable (1 Nos. RHS)	U/G	Parallel			
		5 33 kV Wardhaman Nagar Feeder Cables (4 Nos. RHS)	U/G	Parallel			
		6 LT Cable (RHS)	U/G	Parallel			
2	Ahead of Pardi Metro Station	1 33 kV overhead Road Crossing line	O/H	Perpendicular	-2375		
3	Ahead of Pardi Metro	1 11 kV overhead Road Crossing line	O/H	Perpendicular	-2475		
4	Kapsi Khurd Metro Station	1 33 kV Cable (4 Nos. RHS)	U/G	Parallel	-3175	-3275	
		2 11 kV Overhead line (RHS)	O/H	Parallel			
		3 LT overhead line (RHS)	O/H	Parallel			
5	Transport Nagar Metro Station	1 33 kV Overhead line (LHS)	O/H	Parallel	-5050	-5150	
		2 11 kV Cables (1 Nos. LHS)	U/G	Parallel			
		3 11 kV Cables (1 Nos. RHS)	U/G	Parallel			
		4 LT Cable (RHS)	U/G	Parallel			



Naresh Taronekar
JE (Elect.)

Diwakar Trivedi
DIWAKAR TRIVEDI
Senior Project Manager (Electrical)
Maharashtra Metro Rail Corporation Ltd.
Nagpur

NAGPUR METRO RAIL PROJECT
PHASE-II
ALIGNMENT GAD
(PLAN & PROFILE WITH STATIONS)
CORRIDOR-4A: Prajapati Nagar to Transport Nagar
CH : (Ch.(-)113.10) to (Ch. (-) 6021)

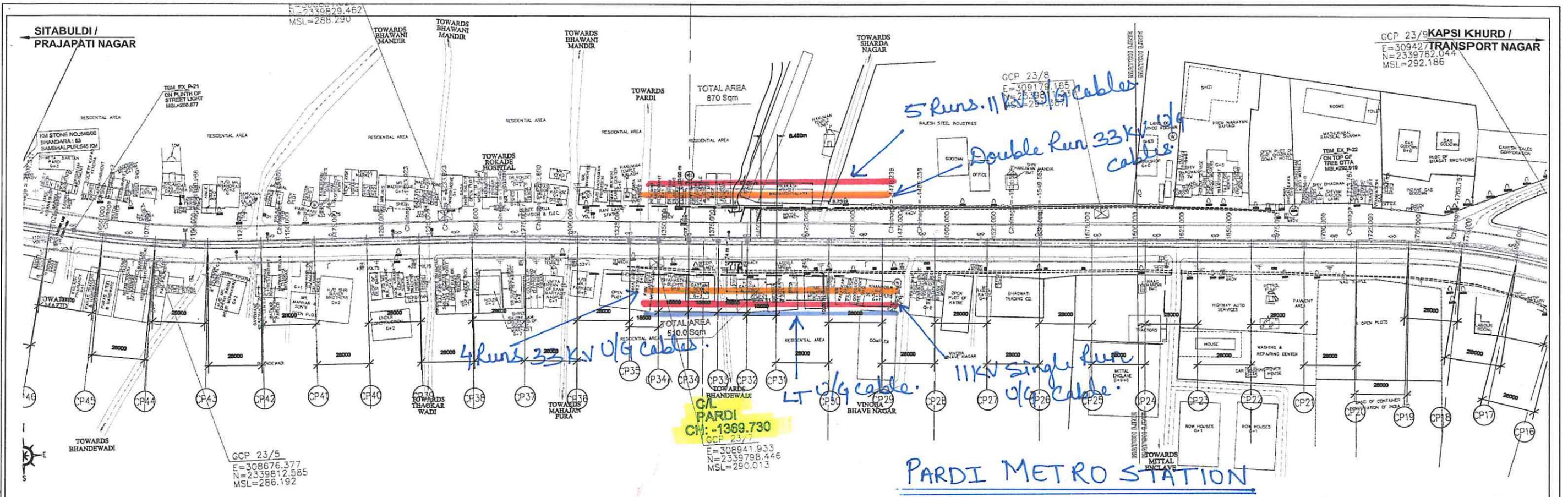
[Signature]
 ASSISTANT ENGINEER
 M. S. E. D. C. L.
 KAPSI DC



[Signature]
 JE (Elect)
 Maha Metro.

A joint survey
 conducted on
 Dated. 20/01/2023

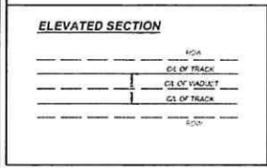
[Signature]
 Dy. Executive Engineer
 M. S. E. D. C. Ltd.
 Mouda Sub-Division 2023



PARDI METRO STATION

- U/G 33 kv cables 80mts X 6 Runs = 480 Mts.
- U/G 11 kv cables 80mts X 6 Runs = 480 mts.
- U/G LT cables 80mts X 1 Run = 80 mts.

Vertical	Horizontal	LEVEL DIFF.	RAIL LEVELS	GROUND LEVELS	Chainage
11.000	11.000	0.000	24.800	268.984	-1025.000
11.000	11.000	0.000	24.800	268.983	-1025.000
11.000	11.000	0.000	24.800	268.984	-1075.000
11.000	11.000	0.000	24.800	268.341	-1100.000
11.000	11.000	0.000	24.800	268.704	-1125.000
11.000	11.000	0.000	24.800	267.894	-1150.000
11.000	11.000	0.000	24.800	267.291	-1175.000
11.000	11.000	0.000	24.800	267.862	-1200.000
11.000	11.000	0.000	24.800	268.250	-1225.000
11.000	11.000	0.000	24.800	268.853	-1250.000
11.000	11.000	0.000	24.800	269.200	-1275.000
11.000	11.000	0.000	24.800	269.740	-1300.000
11.000	11.000	0.000	24.800	269.998	-1325.000
11.000	11.000	0.000	24.800	269.923	-1350.000
11.000	11.000	0.000	24.800	269.700	-1375.000
11.000	11.000	0.000	24.800	269.343	-1400.000
11.000	11.000	0.000	24.800	268.997	-1425.000
11.000	11.000	0.000	24.800	268.679	-1450.000
11.000	11.000	0.000	24.800	268.817	-1475.000
11.000	11.000	0.000	24.800	268.877	-1500.000
11.000	11.000	0.000	24.800	261.114	-1525.000
11.000	11.000	0.000	24.800	261.263	-1550.000
11.000	11.000	0.000	24.800	261.428	-1575.000
11.000	11.000	0.000	24.800	261.721	-1600.000
11.000	11.000	0.000	24.800	261.911	-1625.000
11.000	11.000	0.000	24.800	262.051	-1650.000
11.000	11.000	0.000	24.800	262.214	-1675.000
11.000	11.000	0.000	24.800	262.175	-1700.000
11.000	11.000	0.000	24.800	262.052	-1725.000
11.000	11.000	0.000	24.800	261.848	-1750.000




MAHARASHTRA METRO RAIL CORPORATION LIMITED
 METRO BHAVAN, INFRONT OF DR. BABASAHEB AMBEDKAR COLLEGE, DEEKSHABHOOMI, NAGPUR- 4400010

Project Name: NAGPUR METRO RAIL PROJECT PHASE-II	
TITLE: PLAN & PROFILE OF REACH 4A (FOR TENDER PURPOSE ONLY) (TENDER NO. N2 C-03/2021)	
Updated Month: JULY 2021	Revision No. 01
Scale: H=1:1000 V=1:500	Revision date: 16/07/2021
DWG NO. MM/Plg/NIT/NGP P-II/4A/R1/2021	SHEET NO.: 02 OF 07

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT, PHASE-2)**

BID DOCUMENTS

FOR

Name of work:

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.(-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Elc-04/2023

**PART 3:
CONDITIONS OF CONTRACT AND CONTRACT FORMS**



**Maharashtra Metro Rail Corporation Limited
Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA**

Website: www.metroinagpur.com

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**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT, PHASE-2)****BID DOCUMENTS****FOR****Name of work: -**

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.(-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Ele-04/2023**Part-3: Conditions of Contract and Contract Forms
Section –VIII: General Conditions of Contract (GC)****Maharashtra Metro Rail Corporation Limited**

Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA

Website: www.metroinagpur.com

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General Conditions of Contract (GC)

The General Conditions that follow are based on the Conditions of Contract for Construction prepared and copyrighted by the International Federation of Consulting Engineers (*Fédération Internationale des Ingénieurs-Conseils*, or FIDIC), FIDIC 2010 with required modification / correction & as per local working conditions, organizational requirement & keeping in view of law of land.

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General Conditions

1. General Provisions	
1.1 Definitions	In the Conditions of Contract (“these Conditions”), which include Particular Conditions , and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.
1.1.1 The Contract	<p>1.1.1.1 “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.</p> <p>1.1.1.2 “Contract Agreement” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].</p> <p>1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.</p> <p>1.1.1.4 “Letter of Tender” means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works.</p> <p>1.1.1.5 “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.</p> <p>1.1.1.6 “Drawings” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.</p> <p>1.1.1.7 “Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.</p>

	<p>1.1.1.8 “Tender” means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.</p> <p>1.1.1.9 “Bill of Quantities”, “Day work Schedule” and “Schedule of Payment Currencies” mean the documents so named (if any) which are comprised in the Schedules.</p> <p>1.1.1.10 “Particular Condition s” means the pages completed by the Employer entitled Particular Condition s which constitute supplementation or modification or replacement of respective clause of General Condition of Contract (GC).</p>
<p>1.1.2 Parties and Persons</p>	<p>1.1.2.1 “Party” means the Employer or the Contractor, as the context requires.</p> <p>1.1.2.2 “Employer” means the person named as Employer in the Particular Condition s and the legal successors in title to this person.</p> <p>1.1.2.3 “Contractor” means the person(s) named as Contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).</p> <p>1.1.2.4 “Engineer” means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Particular Condition s, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer].</p> <p>1.1.2.5 “Contractor’s Representative” means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor’s Representative], who acts on behalf of the Contractor.</p> <p>1.1.2.6 “Employer’s Personnel” means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer’s Personnel.</p> <p>1.1.2.7 “Contractor’s Personnel” means the Contractor’s Representative and all personnel whom the Contractor utilities on Site, who may include the staff, labour and other employees of the Contractor and of each SubContractor; and any other personnel assisting the Contractor in the execution of the Works.</p>

	<p>1.1.2.8 “Sub Contractor” means any person named in the Contract as a Sub Contractor, or any person appointed as a Sub Contractor, for a part of the Works; and the legal successors in title to each of these persons.</p> <p>1.1.2.9 “DB” means the person or three persons appointed under Sub-Clause 20.2 [Appointment of the Dispute Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Board]</p> <p>1.1.2.10 “FIDIC” means the Fédération Internationale des Ingénieurs-Conseils, the International Federation of Consulting Engineers.</p> <p>1.1.2.11 “Bank” means the financing institution (if any) named in the Particular Condition s.</p> <p>1.1.2.12 “Borrower” means the person (if any) named as the borrower in the Particular Condition s.</p>
<p>1.1.3 Dates, Tests, Periods and Completion</p>	<p>1.1.3.1 “Base Date” means the date 28 days prior to the latest date for submission of the Tender.</p> <p>1.1.3.2 “Commencement Date” means the date notified under Sub-Clause 8.1 [Commencement of Works].</p> <p>1.1.3.3 “Time for Completion” means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Particular Condition s (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.</p> <p>1.1.3.4 “Tests on Completion” means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.</p> <p>1.1.3.5 “Taking-Over Certificate” means a certificate issued under Clause 10 [Employer’s Taking Over].</p> <p>1.1.3.6 “Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer.</p> <p>1.1.3.7 “Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over 365 days except if</p>

	<p>otherwise stated in the Particular Conditions (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].</p> <p>1.1.3.8 “Performance Certificate” means the certificate issued under Sub-Clause 11.9 [Performance Certificate].</p> <p>1.1.3.9 “Day” means a calendar day and “year” means 365 days.</p>
<p>1.1.4 Money and Payments</p>	<p>1.1.4.1 “Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</p> <p>1.1.4.2 “Contract Price” means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.</p> <p>1.1.4.3 “Cost” means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.</p> <p>1.1.4.4 “Final Payment Certificate” means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].</p> <p>1.1.4.5 “Final Statement” means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].</p> <p>1.1.4.6 “Foreign Currency” means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.</p> <p>1.1.4.7 “Interim Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.</p> <p>1.1.4.8 “Local Currency” means the currency of the Country.</p> <p>1.1.4.9 “Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment].</p> <p>1.1.4.10 “Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].</p> <p>1.1.4.11 “Retention Money” means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].</p>

	1.1.4.12 “Statement” means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.
1.1.5 Works and Goods	<p>1.1.5.1 “Contractor’s Equipment” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor’s Equipment excludes Temporary Works, Employer’s Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.</p> <p>1.1.5.2 “Goods” means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.</p> <p>1.1.5.3 “Materials” means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.</p> <p>1.1.5.4 “Permanent Works” means the permanent works to be executed by the Contractor under the Contract.</p> <p>1.1.5.5 “Plant” means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.</p> <p>1.1.5.6 “Section” means a part of the Works specified in the Particular Conditions as a Section (if any).</p> <p>1.1.5.7 “Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.</p> <p>1.1.5.8 “Works” mean the Permanent Works and the Temporary Works, or either of them as appropriate.</p>
1.1.6 Other Definitions	<p>1.1.6.1 “Contractor’s Documents” means the Designs, calculations, computer programs and other software, soft & hard copy of documents, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.</p> <p>1.1.6.2 “Country” means the country specified in the Particular Conditions in which the Site (or most of it) is located, where the Permanent Works are to be executed.</p> <p>1.1.6.3 “Employer’s Equipment” means the apparatus, machinery and vehicles (if any) made available by the Employer for the</p>

	<p>use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.</p> <p>1.1.6.4 “Force Majeure” is defined in Clause 19 [Force Majeure].</p> <p>1.1.6.5 “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.</p> <p>1.1.6.6 “Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].</p> <p>1.1.6.7 “Site” means the places mentioned in the Particular Conditions where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.</p> <p>1.1.6.8 “Unforeseeable” means not reasonably foreseeable by an experienced Contractor by the Base Date.</p> <p>1.1.6.9 “Variation” means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].</p> <p>1.1.6.10 “Notice of Dissatisfaction” means the notice given by either Party to the other under Sub-Clause 20.4 [Obtaining Dispute Board’s Decision] indicating its dissatisfaction and intention to commence arbitration.</p> <p>1.1.6.11 “Climatic Conditions” means General Metrological information mentioned in the Particular Conditions</p>
<p>1.2 Interpretation</p>	<p>In the Contract, except where the context requires otherwise:</p> <p>(a) words indicating one gender include all genders;</p> <p>(b) words indicating the singular also include the plural and words indicating the plural also include the singular;</p> <p>(c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;</p> <p>(d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and</p> <p>(e) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents</p> <p>(f) The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>

	<p>(g) In these Conditions, provisions including the expression "Cost plus profit" require this profit to be indicated in the Particular Conditions.</p>
1.3 Communications	<p>Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:</p> <p>(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Particular Conditions; and</p> <p>(b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Particular Conditions. However:</p> <p>(i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and</p> <p>(ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.</p> <p>Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.</p>
1.4 Law and Language	<p>The Contract shall be governed by the law of the country or other jurisdiction stated in the Particular Conditions.</p> <p>The ruling language of the Contract shall be that stated in the Particular Conditions.</p> <p>The language for communications shall be that stated in the Particular Conditions. If no language is stated there, the language for communications shall be the ruling language of the Contract.</p>
1.5 Priority of Documents	<p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</p> <p>(a) the Contract Agreement (On appropriate Stamp Paper).</p> <p>(b) the Letter of Acceptance (LOA)</p> <p>(c) Accepted Financial Bid & Bill of Quantities</p>

	<p>(d) Corrigendum / Addendum/ Clarifications</p> <p>(e) the Particular Condition of Contract (PCC)</p> <p>(f) the General Conditions (GC)</p> <p>(g) the Work Specification & Employer's Requirement,</p> <p>(h) the Drawings,</p> <p>(i) Contractor's Submissions</p> <p>(j) and any other reference documents forming part of the Contract.</p> <p>If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction by approval of competent authority.</p>
1.6 Contract Agreement	<p>The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the Form annexed to the Particular Conditions.</p> <p>The costs of stamp duties and similar charges (if any) imposed by law and as per Stamp Duty Act (amended from time to time) of state in which the work is executed, in connection to entering into the Contract Agreement, shall be borne by the Contractor.</p>
1.7 Assignment	<p>Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, the Employer:</p> <p>(a) may assign the whole or any part of the work, in event of exceptionally slow progress due to delay attributed to Contractor or poor quality (in accordance with Sub Clause 15.2 (g)) , and</p> <p>(b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.</p>
1.8 Care and Supply of Documents	<p>The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.</p> <p>Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.</p> <p>The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents</p>

	<p>(if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.</p> <p>If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.</p>
<p>1.9 (a) Delayed Drawings or Instructions</p>	<p>The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.</p> <p>If the Contractor suffers delay as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of time only, for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion].</p> <p>After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> <p>However, if and to the extent that the Engineer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.</p>
<p>1.9 (b) Errors in Employer's Requirement</p>	<p>If the Contractor suffers delay and/or incurs Cost as a result of an error in the Employer's Requirements, and an experienced Contractor exercising due care would not have discovered the error when scrutinizing the Employer's Requirements under Section -VII , Part-2, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) payment of any such Cost plus reasonable profit towards addition in work requirement (if any) or additional cost implication in amendment / corrections in Employers Requirement , which shall be estimated / evaluated by Engineer and included in the Contract</p>

	<p>Price. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been so discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.</p>
<p>1.10 Employer's Use of Contractor's Documents</p>	<p>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.</p> <p>The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:</p> <p>(a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,</p> <p>(b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and in the case of Contractor's Documents which are in the form of computer programs or soft copy and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.</p>
<p>1.11 Contractor's Use of Employer's Documents</p>	<p>As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings software, soft copy of documents, digital format of document 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.</p>
<p>1.12 Confidential Details</p>	<p>The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation. Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Contractor shall not publish or disclose any</p>

	<p>particulars of the Works prepared by the either Party without the previous agreement of the Employer.</p> <p>However, the Contractor shall be permitted to disclose any publicly available information on public domain, or information otherwise required to establish his qualifications to compete for other projects.</p>
<p>1.13 Compliance with Laws</p>	<p>The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Particular Conditions:</p> <p>(a) the Employer shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and</p> <p>(b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.</p>
<p>1.14 Joint and Several Liability</p>	<p>If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:</p> <p>(a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;</p> <p>(b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and</p> <p>(c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.</p>
<p>1.15 Inspections and Audit by the Bank / Funding Entity</p>	<p>The Contractor shall permit the Bank / Funding Entity and /or persons appointed by the Bank / Funding Entity to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank / Funding Entity, if required by the Bank.</p>

2. The Employer	
2.1 Right of Access to the Site	<p>After award of the work, The Engineer 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.</p> <p>If the Contractor suffers delay from failure on the part of the Employer to grant right of access to, or possession of the Site, the Contractor shall give notice to the Engineer in a period of 28 days of such occurrence.</p> <p>After receipt of such notice the Engineer shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly.</p> <p>For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time Sub-Clause 8.4 [Extension of Time for Completion] and no monetary claims whatsoever shall be paid or entertained on this account.</p> <p>The Access Dates shown in the Works Requirements are for planning purposes only.</p> <p>The Engineer reserves the right to make each site available to the Contractor any time before or after the Access Dates. The Engineer will notify the Contractor of the actual Access Dates in advance for each part of the works. This Notice will specify the area to which it refers is accessible and in a sufficient state of completion to permit the Contractor to begin installation and testing therein. It shall not imply that the Contractor will enjoy exclusive use of the area or that the work of other Contractor's therein is complete. The Contractor shall begin installation in each area by the actual Access Date, and shall complete all installation and testing in each area by the relevant Key Date (If Any)</p> <p>Notwithstanding the actual Access Date, whether before or after the stipulated Access Dates, the Employer shall not accept any increase in cost to the Employer.</p>
2.2 Permits, Licenses or Approvals	<p>The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:</p> <p>(a) copies of the Laws of the Country which are relevant to the Contract but are not readily available, and</p> <p>(b) any permits, licenses or approvals required by the Laws of the Country:</p>

	<ul style="list-style-type: none"> (i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws], (ii) for the delivery of Goods, including clearance through customs, and other statutory authorities, local administrative bodies (iii) for the export of Contractor's Equipment when it is removed from the Site.
2.3 Employer's Personnel	<p>The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other Contractors on the Site:</p> <ul style="list-style-type: none"> (a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and (b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].
2.4 Employer's Financial Arrangements	<p>The Employer shall ensure the adequacy of fund & financial support for payment to Contractor & completion of the work, prior to commencement of work. The details may be made public or communicated to Contractor at the discretion of Employer.</p>
2.5 Employer's Claims	<p>If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], or for other services requested by the Contractor.</p> <p>The notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.</p> <p>The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Engineer shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period in</p>

	<p>accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].</p> <p>This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.</p>
<h3>3. The Engineer</h3>	
<h4>3.1 Engineer's Duties and Authority</h4>	<p>The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified Engineers and other professionals who are competent to carry out these duties.</p> <p>The Engineer shall have no authority to amend the Contract.</p> <p>The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer.</p> <p>However, whenever the Engineer exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.</p> <p>Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none"> (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer; (b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and (d) any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt. <p>The following provisions shall apply:</p>

	<p>The Engineer shall obtain the specific approval of the Employer before taking action under the-following Sub-Clauses of these Conditions:</p> <ul style="list-style-type: none"> (a) Sub-Clause 4.12: agreeing or determining an extension of time and /or additional cost. (b) Sub-Clause 13.1: instructing a Variation, except; <ul style="list-style-type: none"> (i) in an emergency situation as determined by the Engineer, <li style="text-align: center;">or (ii) if such a Variation would increase the Accepted Contract Amount as per provision of Particular Conditions, subjected to approval of Employer, as the case may be. (c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2. (d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable currencies <p>Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.</p>
<p>3.2 Delegation by the Engineer</p>	<p>The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].</p> <p>Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in</p>

	<p>accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:</p> <p>(a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;</p> <p>(b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.</p>
3.3 Instructions of the Engineer	<p>The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.</p> <p>The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:</p> <p>(a) gives an oral instruction,</p> <p>(b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and</p> <p>(c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,</p> <p>then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).</p>
3.4 Replacement of the Engineer	<p>If the Employer intends to replace the Engineer, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. If the Contractor considers the intended replacement Engineer to be unsuitable, he has the right to raise objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection.</p>
3.5 Determinations	<p>Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Engineer shall consult with each Party in an endeavor to</p>

	<p>reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.</p> <p>The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars, within 28 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].</p>
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4. The Contractor	
4.1 Contractor's General Obligations	<p>The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works.</p> <p>The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.</p> <p>All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank.</p> <p>The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.</p> <p>The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.</p> <p>If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Particular Condition s:</p> <ul style="list-style-type: none"> (a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract; (b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Engineer to add to the Drawings for co-ordination of each Party's designs; (c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and (d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the "as-built" documents

	<p>and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.</p> <p>(e) 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.</p> <p>(f) Prior to the issue of any Taking Over Certificate, the Contractor shall submit to the Engineer one microfilm / soft copy, one full-size original copy and six printed copies of the relevant "as-built drawings", and any further Construction and/or Manufacture Documents specified in the Works Requirements. The Works shall not be considered to be completed for the purposes of Taking Over under Clause 10 until such documents have been submitted to the Engineer.</p> <p>(g) 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 Works 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 Clause 10 until such Operation and Maintenance Manuals have been submitted to the Engineer and received his consent.</p> <p>(h) The Operation and Maintenance Manuals and drawings submitted by the Contractor shall be updated by him during the Defects Liability Period and the Contractor shall re-submit the updated manuals at the end of the DLP for review and acceptance by the Engineer.</p>
<p>4.2 Performance Security</p>	<p>The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the Particular Condition Of Contract and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Employer. If an</p>

	<p>amount is not stated in the Particular Condition of Contract, this Sub-Clause shall not apply.</p> <p>The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security shall be issued by a scheduled commercial bank of Indian Origin or Schedule Commercial Bank Foreign origin (Except Cooperative Bank) having business office in India, acceptable to the Employer, and shall be in the form annexed to Contract Forms in Section X, as stipulated by the Employer in the Particular Condition Of Contract, or in another form approved by the Employer.</p> <p>The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects during DLP and 60 (Sixty) days beyond DLP. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.</p> <p>The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract in the event of:</p> <ul style="list-style-type: none">(a) failure by the Contractor to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Employer may claim the full amount of the Performance Security,(b) failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or determined under Sub-Clause 2.5 [Employer's Claims] or Clause 20 [Claims, Disputes and Arbitration], within 42 days after this agreement or determination,(c) failure by the Contractor to remedy a default within 42 days after receiving the Employer's notice requiring the default to be remedied,(d) Any act or work of contractor, which leads to the breach of contract.(e) Circumstances which entitle the Employer to termination under Sub-Clause 15.2 [Termination by Employer], irrespective of whether notice of termination has been given.
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	<p>The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.</p> <p>The Employer shall return the Performance Security to the Contractor within 60 (Sixty) days after receiving a copy of the Performance Certificate. (i.e. successful completion of Defect Liability Period (DLP), if any)</p> <p>Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.</p> <p>Note: - In case the Performance Security is in the form of other than Bank Guarantee the detail is specifically mentioned in Particular Condition of Contract & the same shall prevail.</p>
<p>4.3 Contractor's Representative</p>	<p>The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.</p> <p>Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.</p> <p>The Contractor shall not, without the prior consent of the Engineer /Employer, revoke the appointment of the Contractor's Representative or appoint a replacement.</p> <p>The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Engineer's prior consent, and the Engineer shall be notified accordingly.</p>

	<p>The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].</p> <p>The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.</p> <p>The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.</p>
<p>4.4 Sub-Contractors</p>	<p>The Contractor shall not subcontract the whole of the Works.</p> <p>The Contractor shall be responsible for the acts or defaults of any Sub Contractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Particular Condition s:</p> <ul style="list-style-type: none"> (a) the Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract; (b) the prior consent of the Engineer shall be obtained to other proposed Sub Contractors; (c) the Contractor shall give the Engineer not less than 28 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and (d) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer] (e) Sub-contracting of works shall be limited to 50% of the awarded cost of the work. The terms and conditions of subcontracts and the payments that have to be made to the Sub Contractors shall be the sole responsibility of the Contractor. However, the Sub Contractor / Vendor shall fully comply with the technical specifications included in the Works Requirements and other contractual obligations with the main Contractor.

	<p>(f) The Contractor shall not be required to provide to the Engineer the details of the pricing of their Sub-contracts.</p> <p>(g) For sub-contracts exceeding Rs 5 million each, it will be obligatory for the Contractor to obtain a “Notice of No-Objection” from the Engineer, for selection of the Sub-Contractor and Vendor. The Contractor shall submit the full detail of sub-Contractor and tasks proposed to be assigned, along with application of NOC. The Contractor shall certify that the cumulative value of the subcontracts (including those up to Rs 5 million each) awarded is within the aforesaid 50% limit. Any proposals by the Bidders in their offer shall not be construed as an approval of the vendor.</p> <p>(h) The Contractor shall provide sufficient superintendence, whether on the site or elsewhere, to ensure that the work to be carried out by a Sub-Contractor complies with the requirements of the Contract.</p> <p>(i) Notwithstanding any consent to sub-contract given by the Engineer, if in his opinion it is consider necessary, the Engineer shall have full authority to order the removal of any sub-Contractor from the Site or off-Site, place of construction/fabrication or storage.</p> <p>(j) The Contractor shall ensure that their sub-Contractors, material / equipment suppliers and other agencies deployed by them in connection with execution of the Contract do not make any claim or raise any dispute before Employer. For this, necessary provision shall be made in the agreement between Contractor and their Sub Contractors / other agencies. Similarly the agreement should also incorporate the provision of dispute resolution. An <i>Undertaking</i> in this regard shall be furnished in the “Form-13” provided in Section-X: Contract Form.</p> <p>(k) Employer is not responsible for payment of any dues, claims of Sub-Contractor of Contractor.</p> <p>(l) The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Sub Contractor.</p> <p>(m) Where practicable, the Contractor shall give fair and reasonable opportunity for Sub-Contractors from within the Country.</p>
<p>4.5 Assignment of Benefit of Subcontract</p>	<p>If a Subcontractor’s obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the</p>

	Employer for the work carried out by the Sub Contractor after the assignment takes effect.
4.6 Co-operation	<p>The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:</p> <ul style="list-style-type: none"> (a) the Employer's Personnel, (b) any other Contractors employed by the Employer, and (c) the personnel of any legally constituted public authorities, <p>who may be employed in the execution on or near the Site of any work not included in the Contract.</p> <p>The Contractor shall be responsible for his construction activities on the Site, and shall co-ordinate his own activities with those of other contractors to the extent (if any) specified in the Employer's Requirements.</p> <p>If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification</p>
4.7 Setting Out	<p>The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall verify & rectify any error in the positions, levels, dimensions or alignment of the Works.</p> <p>The Engineer shall be responsible for any errors, in these specified or notified items of reference (if the design, drawing is supplied by Employer / Engineer), but the Contractor shall use reasonable efforts to verify their accuracy before they are used and corrective measures shall be taken by Contractor accordingly.</p> <p>In Contract, where the Design is entirely in the scope of Contractor, the Contractor shall be responsible for any error & its further consequences.</p> <p>If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference (due to reasons whatsoever), and Contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of time only for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p>

	<p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described above.</p>
<p>4.8 Safety Procedures</p>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> (i) comply with all applicable safety regulations, (ii) take care for the safety of all persons entitled to be on the Site, (iii) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons, (iv) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], and (v) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land. (vi) Within 8 weeks of the date of Notice to Proceed, the Contractor shall submit a detailed and comprehensive contract-specific Site Safety Plan based on the Employer's Safety, Health and Environment Manual (SHE Manual). The Contractor is required to make himself aware of all the requirements of the Employer's Safety, Health and Environment Manual in this regard and comply with them. The Site Safety Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance with Sub-Clauses 4.8 and 6.7 of General Conditions of Contract. (vii) The Contractor shall, from time to time and as necessary or required by the Engineer, produce supplements to the Site Safety Plan such that it is at all times a detailed, comprehensive and contemporaneous statement by the Contractor of his site safety and industrial health obligations, responsibilities, policies and procedures (under the laws of India) or as stated in the Contract or elsewhere relating to work on Site. (viii) If at any time the Site Safety Plan is, in the opinion of the Engineer, insufficient or requires revision or modification to ensure the security of the Works and the safety of all workmen upon, and visitors to the Site, the Engineer may instruct the Contractor to revise the Site Safety Plan. The Contractor shall, within 14 days, submit the revised plan to the Engineer for review.

	<p>(ix) Any omission, inconsistency or error in the Site Safety Plan or the Engineer concurrence or rejection of the Site Safety Plan and/or supplements thereto shall be without prejudice to the Contractor's obligations with respect to site safety and industrial health and shall not excuse any failure by the Contractor to adopt proper and recognized safety practices throughout the execution of the Works.</p> <p>(x) The Contractor shall adhere to the Site Safety Plan and shall ensure, that all sub-Contractors of all tiers have a copy of the Site Safety Plan and comply with its provisions.</p> <p>(xi) The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to carry out surveillance to verify that the Site Safety Plan is being properly and fully implemented.</p> <p>(xii) The Contractor shall notify the Engineer immediately of any occurrence or incident that results in death or serious injury as defined in the Indian Penal Code. Such initial notification may be verbal and confirmed in writing thereafter and shall be followed by a comprehensive written report within 24 hours of the occurrence/incident. The Contractor shall duly complete standard forms as required by the Engineer and Statutory Authorities.</p> <p>(xiii) The Contractor shall provide and maintain all necessary temporary fire protection and firefighting facilities on the Site during the construction of the Works in accordance with the statutory regulations and as required by the Engineer. The Contractor shall ensure that all gases, fuels and other dangerous Materials and goods are stored and handled in a safe manner and in accordance with the statutory regulations and as required by the Engineer.</p> <p>(xiv) The obligations and requirements for safety and industrial health under this Contract are entirely without prejudice to, and do not derogate from, the Contractor's statutory obligations, with respect to safety and industrial health.</p> <p>(xv) Contractor is required to take note of all the necessary provisions in Employer's Safety, Health and Environment Manual (SHE Manual) and the Contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In the case, the Contractor fails in the above; the Employer may provide the necessary arrangements and recover the costs from the Contractor.</p>
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	<p>(xvi) The Contractor shall submit a detailed and comprehensive contract-specific Site Safety Plan and System Safety Assurance Plan in accordance with the provisions in Employer's Safety, Health & Environment (SHE) Manual and Employer's Requirements.</p> <p>(xvii) 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 & Security of all persons on or in the vicinity of the Site and of such work.</p> <p>(xviii) The Contractor shall, from time to time and as necessary or required by the Engineer, produce supplements to the Site Safety and System Safety Assurance Plans such that they are at all times detailed, comprehensive and contemporaneous statements by the Contractor of his site safety measures, policies and procedures (under the laws of India) or as stated in the Contract or elsewhere.</p> <p>(xix) If at any time the Site Safety Plan and/or System Safety Assurance Plan is, in the Engineer's opinion, insufficient or requires revision or modification, the Engineer may instruct the Contractor to revise the appropriate Plan. The Contractor shall, within fourteen days, submit the revised plan to the Engineer for review.</p> <p>(xx) Any omission, inconsistency or error in the Safety Plans or the Engineer's consent or rejection of the Safety Plans and/or supplements thereto shall be without prejudice to the Contractor's obligations with respect to safety measures and shall not excuse any failure by the Contractor to adopt proper and recognized safety practices throughout the execution of the Works.</p> <p>(xxi) have full regard for the safety of all persons on or in the vicinity of the Site (including without limitation persons to whom access to the Site has been allowed by the Contractor), comply with all relevant safety regulations, including provision of safety gear, and insofar as the Contractor is in occupation or otherwise is using areas of the Site, keep the Site and the Works (so far as the same are not completed and occupied by the Employer) in an orderly state appropriate to the avoidance of injury to all persons and shall keep the Employer indemnified against all injuries to such person</p>
<p>4.9 Quality Assurance</p>	<p>The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The</p>

	<p>system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system.</p> <p>Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.</p> <p>Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.</p>
<p>4.10 Site Data</p>	<p>The Employer shall have made available to the Contractor with the Bidding documents such relevant data/ studies/ reports/ technical information in Employer's possession. The accuracy or reliability of the data/ studies/ reports/ technical information and of any other information supplied at the time of bidding by the Employer or Engineer is not warranted with respect to the viability of his execution of Works and the Contractor shall be responsible for verifying and interpreting all such data.</p> <p>The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in Employer's data at any stage will not constitute ground for any claim for extra time and costs.</p> <p>The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works.</p> <p>The Contractor shall also be deemed to have inspected and examined the Site, its surroundings, the above data and other available information with respect to the viability of his design and execution of Works and to have satisfied himself before submitting the Tender, as to all the relevant matters including without limitation:</p> <ol style="list-style-type: none"> a) the climatic conditions; b) the hydrological conditions and the form and nature of the Site, including Sub-Surface conditions c) the extent and nature of the work, Plant, and Materials necessary for the execution and completion of the Works and the remedying of any defects; d) the applicable laws, procedures and labour practices e) The Contractor's requirement for access, accommodation, facilities, personnel, power, transport and other services f) the risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk.

<p>4.11 Sufficiency of the Accepted Contract Amount</p>	<p>The Contractor shall be deemed to:</p> <ul style="list-style-type: none"> (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data]. <p>Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.</p>
<p>4.12 Unforeseeable Physical Conditions</p>	<p>In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.</p> <p>If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable.</p> <p>This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions, which the Engineer may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.</p> <p>If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to</p> <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion]. (b) payment of any such cost, which shall be included in the Contract Price <p>Upon receiving such notice and inspecting and /or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and</p>

	<p>(if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described above related to this extent.</p> <p>The Engineer shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.</p>
4.13 Rights of Way and Facilities	<p>Unless otherwise specified in the Contract the Employer shall provide effective access to and possession of the Site including special and/or already available temporary access and rights-of-way which are necessary for the Works.</p> <p>The Contractor shall obtain / construct, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.</p>
4.14 Avoidance of Interference	<p>The Contractor shall not interfere unnecessarily or improperly with:</p> <ul style="list-style-type: none"> (a) the convenience of the public, or (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others. (c) Shall not interfere in smooth functioning of traffic & shall make suitable arrangement at his own cost to segregate it from the working area without causing any safety concern of common people. <p>The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses, claims and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.</p>
4.15 Access Route	<p>The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.</p> <p>Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none"> (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may

	<p>be required from the relevant authorities for his use of routes, signs and directions;</p> <p>(c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route;</p> <p>(d) the Employer does not guarantee the suitability or availability of particular access routes; and</p> <p>(e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.</p> <p>(f) All operations for the execution of the Works shall be carried out so as not to interfere unnecessarily with the convenience of the public or the access to public or private roads or footpaths or properties owned by the Employer or by any other person. The Contractor shall select routes, choose and use such vehicles so that movement of Contractor's Equipment, Plant and Materials from and to the Site is so limited that traffic is not delayed and damage to highways and bridges is prevented. If there is any delay or damage or injury, the cost of rectification or reconstruction of highways or bridges shall be borne by the Contractor. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.</p> <p>(g) If during the execution of the Works the Contractor shall receive any claim arising out of the execution of the Works in respect of damage to highways or bridges, he shall immediately report the facts to the Engineer. The Contractor shall negotiate a settlement in respect of such claims and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto.</p>
<p>4.16 Transport of Goods</p>	<p>Unless otherwise stated in the Particular Conditions:</p> <p>(a) the Contractor shall give the Engineer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;</p> <p>(b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and</p> <p>(c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.</p>

<p>4.17 Contractor's Equipment</p>	<p>The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.</p>
<p>4.18 Protection of the Environment</p>	<p>The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.</p> <p>The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.</p> <p>Contractor shall submit Outline Environmental Plan in accordance with the provisions of Employer's Safety, Health & Environment (SHE) Manual and shall include in summary form, the Contractor's proposed means of complying with his obligations in relation to:</p> <ul style="list-style-type: none"> • the Site Environment; and • System Environment as described in Works Requirements. <p>Within 60 days of the date of the Notice to Proceed, the Contractor shall submit a detailed and comprehensive Environmental Plan based on the Outline Environmental Plan. The Environmental Plan shall include detailed policies, procedures and applicable regulations.</p> <p>The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to monitor and conduct tests at site to verify that the Environmental Plan is being properly and fully implemented.</p>
<p>4.19 Electricity, Water and Gas</p>	<p>The Contractor shall be responsible for the provision of all power, water and gas and any other services, at his own cost, he may require for his construction activities and to the extent defined in the Specifications, for the tests.</p> <p>However, the Contractor may be permitted at the discretion of Employer to use for the purposes of the Works such supplies of electricity, water, gas and other services, if available, at the prevailing price payable to Employer. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed. Necessary equipment, arrangements, & metering devices shall be arranged by Contractor at his own cost</p>

	<p>The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.</p>
<p>4.20 Employer's Equipment and Free-Issue Materials</p>	<p>The Employer will not provide any tools, plant, equipment and machinery or materials under the Contract. The Contractor shall arrange the required tools, plants, equipment at his own cost without any additional cost to Maha-Metro.</p> <p>However, the Employer shall make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:</p> <ul style="list-style-type: none"> (a) the Employer shall be responsible for the Employer's Equipment, except that (b) the Contractor shall be responsible for each item of Employer's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it. <p>The appropriate quantities and the amounts due (at such stated prices) for the use of Employer's Equipment shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.</p> <p>The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Engineer of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect or default.</p> <p>After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Employer of liability for any shortage, defect or default not apparent from a visual inspection.</p>
<p>4.21 Progress Reports</p>	<p>Unless otherwise stated in the Particular Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in three copies. The first report shall cover the period up to the end of the first calendar month following the Commencement</p>

	<p>Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.</p> <p>Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.</p> <p>Each report shall include:</p> <ul style="list-style-type: none"> (a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Sub Contractor (as defined in Clause 5 [Nominated Sub Contractors]), (b) photographs showing the status of manufacture and of progress on the Site; (c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of: <ul style="list-style-type: none"> (i) commencement of manufacture, (ii) Contractor's inspections, (iii) tests, and (iv) shipment and arrival at the Site; (d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment]; (e) copies of quality assurance documents, test results and certificates of Materials; (f) list of notices given under Sub-Clause 2.5 [Employer's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims]; (g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and (h) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
<p>4.22 Security of the Site</p>	<p>Unless otherwise stated in the Particular Conditions:</p> <ul style="list-style-type: none"> (a) the Contractor shall be responsible for keeping unauthorised persons off the Site, and

	<p>(b) authorised persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by the Employer or the Engineer, as authorised personnel of the Employer's other Contractors on the Site.</p> <p>(c) The Contractor shall ensure proper security of all his assets along with Employer's assets by proper barricading / fencing (where ever required) and by deploying adequate security personnel and Security Equipment at his own cost.</p> <p>(d) 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 which includes the following:-</p> <p>(i) take full responsibility for the adequacy, stability, safety and security of the Works, Plant, Contractor's Equipment, Temporary Works, operations on Site and methods of manufacture, installation, construction and transportation;</p> <p>(ii) 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</p> <p>(iii) The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to carry out surveillance, by installing CCTV Cameras with backup system to verify that the Safety & security Plans are being properly and fully implemented.</p>
<p>4.23 Contractor's Operations on Site</p>	<p>The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Engineer as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.</p> <p>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 and Temporary Works which are no longer required.</p> <p>Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor</p>

	shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.
4.24 Fossils	<p>All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.</p> <p>The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion].</p> <p>After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
5. Nominated Sub Contractors	
5.1 Definition of "nominated Sub Contractor"	<p>In the Contract, "nominated Sub Contractor" means a Sub Contractor:</p> <ul style="list-style-type: none"> (a) who is stated in the Contract as being a nominated Sub Contractor, or (b) whom the Engineer, under Clause 13 [Variations and Adjustments], instructs the Contractor to employ as a Sub Contractor subject to Sub-Clause 5.2 [Objection to Notification]. (c) If the design is also a part of the contract, Employer may nominate designers as a subcontractor and a list of such nominated designer shall be provide in Section-III: EQC. Contractor may engage any one of them as approved designer
5.2 Objection to Nomination	<p>The Contractor shall not be under any obligation to employ a nominated Sub Contractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees in writing to indemnify the Contractor against and from the consequences of the matter:</p>

	<p>(a) there are reasons to believe that the Sub Contractor does not have sufficient competence, resources or financial strength;</p> <p>(b) the nominated Sub Contractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Sub Contractor, his agents and employees; or</p> <p>(c) the nominated Sub Contractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Sub-Contractor shall:</p> <ul style="list-style-type: none"> (i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract; (ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Sub-Contractor to perform these obligations or to fulfil these liabilities, and (iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Sub-Contractors].
<p>5.3 Payments to nominated Sub Contractors</p>	<p>The Contractor shall pay to the nominated Sub-Contractor the amounts shown on the nominated Sub-Contractor's invoices approved by the Contractor, which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].</p> <p>Any payments due to Sub Contractor is the responsibility of the Contractor and Employer neither liable to pay any Sub Contractor directly nor shall be party in any dispute arising between Contractor and Sub Contractor.</p>
<p>5.4 Evidence of Payments</p>	<p>Before issuing a Payment Certificate which includes an amount payable to a nominated Sub-Contractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Sub-Contractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:</p> <ul style="list-style-type: none"> (a) submits this reasonable evidence to the Engineer, or (b)

	<p>(i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and</p> <p>(ii) submits to the Engineer reasonable evidence that the nominated Sub Contractor has been notified of the Contractor's entitlement,</p> <p>then the Employer may (at his sole discretion) pay, direct to the nominated Sub Contractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Sub Contractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Sub Contractor was directly paid by the Employer.</p>
6. Staff and Labour	
<p>6.1 Engagement of Staff and Labour</p>	<p>Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing.</p> <p>The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.</p>
<p>6.2 Rates of Wages and Conditions of Labour</p>	<p>The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than the rate fixed by legislation of the Country / Local Governing Authority where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Employers whose trade or industry is similar to that of the Contractor.</p> <p>(xxii) The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.</p> <p>(a) 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</p>

	<p>the labour due to revision of rates payable in Minimum Wages Act.</p> <p>(b) The Contractor shall pay wages to the workers and staff engaged in this work as per minimum wages act of Government of India, as per the applicable latest amendment</p> <p>(c) The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.</p> <p>(d) The Contractor shall, if required by the Employer, deliver to the Engineer or to his office, a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor on the Site.</p> <p>(e) Labour provided by the Contractor, either directly or through sub-Contractors, for the exclusive use of the Employer or the Engineer, shall, for the purpose of this Sub-Clause, be deemed to be employed by the Contractor.</p> <p>(f) 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 and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the Contractor.</p>
<p>6.3 Persons in the Service of Employer</p>	<p>The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.</p>
<p>6.4 Labour Laws</p>	<p>The Contractor shall comply with all the relevant labour Laws of Country where the Work is being executed, applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.</p> <p>The Contractor shall require to comply all applicable Laws enacted by Government of India & Govt. Of Maharashtra applicable & enforceable during the work, including those concerning safety at work.</p>

<p>6.5 Working Hours</p>	<p>No work shall be carried out on the Site on locally recognised days of rest, or outside the normal working hours stated in the Particular Conditions, unless:</p> <ul style="list-style-type: none"> (a) otherwise stated in the Contract, (b) the Engineer gives consent, or (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer. (d) the Works is to be carried out as per the normal working hours as provided in Particular Condition Of Contract and as per directive of local governing body of Country. However, in exceptional and emergent circumstances the Contractor has to work, under running condition of railway traffic, road traffic, crowded commercial area and during night hours or shifts also with limited working hours. Necessary arrangement as per the relevant labour laws and safety protocol shall be made by Contractor at his own cost without charging anything extra to Employer.
<p>6.6 Facilities for Staff and Labour</p>	<p>Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel as per legislative / administrative direction of Country. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification / Work Requirement / Particular Condition of Contract of elsewhere in Bid Document.</p> <p>The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.</p>
<p>6.7 Health and Safety</p>	<p>The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor</p>

	<p>shall provide whatever is required by this person to exercise this responsibility and authority.</p> <p>The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.</p> <p>HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.</p> <p>The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Sub Contractors and any other Contractor's or Employer's personnel employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to, of Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS programme, (unless otherwise agreed) of all Site staff and labour.</p> <p>The Contractor shall include in the programme to be submitted for the execution of the Works under Sub-Clause 8.3 an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the programme shall detail the resources to be provided or utilised and any related sub-contracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this programme shall not exceed the Provisional Sum dedicated for this purpose.</p>
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	All kind of preventive measures & awareness program regarding checking & treatment of the epidemic / pandemic shall be ensured by Contractor at his cost,
6.8 Contractor's Superintendence	<p>Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.</p> <p>Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.</p>
6.9 Contractor's Personnel	<p>The Contractor's Personnel shall be 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 if applicable, who:</p> <ul style="list-style-type: none"> (a) persists in any misconduct or lack of care, (b) carries out duties incompetently or negligently, (c) fails to conform with any provisions of the Contract, or (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment. <p>If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.</p>
6.10 Records of Contractor's Personnel and Equipment	The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.
6.11 Disorderly Conduct	The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.
6.12 Foreign Personnel	The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel

	<p>are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel..</p> <p>The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.</p>
6.13 Supply of Foodstuffs	The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
6.14 Supply of Water	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
6.15 Measures against Insect and Pest Nuisance	The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
6.16 Alcoholic Liquor or Drugs	The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel.
6.17 Arms and Ammunition	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
6.18 Festivals and Religious Customs	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
6.19 Funeral Arrangements	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.

6.20 Prohibition of Forced or Compulsory Labour	<p>The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.</p>
6.21 Prohibition of Harmful Child Labour	<p>The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.</p>
6.22 Employment Records of Workers	<p>The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].</p>
6.23 Workers' Organisations	<p>In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organisations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and bargain collectively. The Contractor shall engage with such workers' representatives. Workers' organisations are expected to fairly represent the workers in the workforce.</p>

<p>6.24 Non-Discrimination and Equal Opportunity</p>	<p>The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.</p>
<p>7. Plant, Materials and Workmanship</p>	
<p>7.1 Manner of Execution</p>	<p>The Contractor shall execute Work, carry out the manufacture of Plants and equipment, the production and manufacture of Materials, and all other execution of the Works:</p> <ul style="list-style-type: none"> (a) in the manner (if any) specified in the Contract, (b) in a proper workman like and careful manner, in accordance with recognised good practice, and (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract. (d) The Contractor shall execute the work as per design, drawings and specifications provided for the Works in accordance with the site plans and Work'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. (e) The Contractor shall be fully responsible for the Plants, Materials, goods, workmanship, preparing, developing and coordinating all execution Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract's requirements.

<p>7.2 Samples</p>	<p>The Contractor shall submit the samples of Materials, and relevant information, to the Engineer for consent prior to using the Materials in or for the Works:</p> <p>(a) manufacturer's standard samples of Materials, components, equipment and samples specified in the Contract / Work Requirements / Scope of Work / Bill of quantities, all at the Contractor's cost, and</p> <p>(b) additional samples instructed by the Engineer as a Variation.</p> <p>Each sample shall be labelled as to origin and intended use in the Works.</p>
<p>7.3 Inspection</p>	<p>The Employer's Personnel shall at all reasonable times:</p> <p>(a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and</p> <p>(b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.</p> <p>The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.</p> <p>The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.</p>
<p>7.4 Testing</p>	<p>This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).</p> <p>Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.</p>

	<p>The Engineer may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.</p> <p>The Engineer shall give the Contractor not less than 24 hours' notice of the Engineer's intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer's presence.</p> <p>If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of time only for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion].</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> <p>The Contractor shall promptly forward to the Engineer duly certified reports of the tests. 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. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.</p> <p>All test shall be carried out at approved laboratories as specified in Particular Condition Of Contract.</p>
<p>7.5 Rejection</p>	<p>If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.</p> <p>If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer.</p>

<p>7.6 Remedial Work</p>	<p>Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to:</p> <ul style="list-style-type: none"> (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract, (b) remove and re-execute any other work which is not in accordance with the Contract, and (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise. <p>The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).</p> <p>If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer all costs arising from this failure.</p> <p>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.</p>
<p>7.7 Ownership of Plant and Materials</p>	<p>Except as otherwise provided in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:</p> <ul style="list-style-type: none"> (a) when it is incorporated in the Works; (b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension]. (c) The plant, goods and material not finally taken over as per GC Clause 10 but payment against which have been made in part or full against Indemnity Bond / Safety Custody/ Bank Guarantee will remain under the Contractor's custody. The Contractor shall be responsible for its safety and will bear all the risks till taken over by the Employer.
<p>7.8 Royalties</p>	<p>Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:</p> <ul style="list-style-type: none"> (a) natural Materials obtained from outside the Site, and

	<p>(b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.</p> <p>(c) The Contractor has to pay all royalties to the State (GoM) / Central (GoI) government towards the consumption of natural materials used in the proposed work. The proof of the same shall be submitted to the Employer whenever desired so.</p>
<p>7.9 Workmanship and Quality Control</p>	<p>Within 28 days of the issue of the Notice to Proceed, the Contractor shall submit to the Engineer, for his consent, his proposed Site Quality Plan based on the Outline Quality Plan and the Employer's Requirements. The quality manual should address the quality system as required by ISO 9001 or equivalent standard. Any supplement to the Site Quality Plan shall be submitted at least 14 days before commencement of the relevant work.</p> <p>Upon the Engineer notifying his consent to the Site Quality Plan, or any supplement thereto, the Contractor shall, adhere to the principles and procedures contained in such document, except where the Engineer gives his consent to any amended or varied version thereof. The Contractor shall cause any sub-Contractors to adhere to this Plan.</p> <p>The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance.</p> <p>The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price.</p>
<p>8. Commencement, Delays and Suspension</p>	
<p>8.1 Commencement of Works</p>	<p>Except as otherwise provided in the Particular Conditions of Contract, the Commencement Date shall be the date indicated in the Letter of Acceptance issued after obtaining NOC from funding agency (If required as per guidelines of funding agency)</p> <p>The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date,</p>

	and shall then proceed with the Works with due expedition and without delay.
8.2 Time for Completion	<p>The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:</p> <p>(a) achieving the passing of the Tests on Completion, and</p> <p>(b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].</p>
8.3 Programme	<p>The Contractor shall prepare and submit his detailed Programme of Work within 28 days from the date of issue of LOA under Sub Clause 8.1, so as to achieve key dates (as agreed by both parties) of various activities. The Contractor shall complete the work in a phased manner fixing priorities to the different stages of the work as per the requirement of project from time to time.</p> <p>Consent by the Engineer to a Works Programme shall not relieve the Contractor of any of his duties or responsibilities under the Contract, nor in the event that a Works Programme indicates that a Key Date has not or will not be met, constitute any form of acknowledgement that the Contractor is or may be entitled to an extension of time in relation to such Key Date or a Mile Stone.</p> <p>If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub Clause with a request of approval Engineer on valid reasons.</p> <p>Manufacture, Installation and Construction Methods</p> <p>The Contractor shall submit complete documents and information pertaining to the methods of manufacture, installation and construction which the Contractor proposes to adopt or use, (and if applicable such calculations of stresses, strains and deflections and the like that will or may arise in the Works or to the other works comprising the Project or any parts thereof during installation from the use of such methods). The Engineer will then check to see whether, if such methods are adhered to, the Works can be executed in accordance with the Contract and without detriment to the Works (when completed) and to</p>

	<p>other works comprising the Project and in a manner, which minimises disruption to road and pedestrian traffic.</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, installation and construction have the consent of the Engineer; or</p> <p>(b) in what respects, in the opinion of the Engineer the Contractor's proposed methods of manufacture, installation and construction:</p> <ol style="list-style-type: none"> a. fail to comply with the Employer's Requirements and/or the Definitive Design and/or the Final Design; b. would be detrimental to the Works and/or to the other works comprising the Project; c. do not comply with the other requirements of the Contract; or <p>(c) as to the further documents or information which are required to enable the Engineer to properly assess the proposed methods of manufacture, installation and construction.</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, installation and construction 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, installation and construction may be the subject of the consent of the Engineer, the Contractor shall not be relieved of any liability or obligation under the Contract.</p>
<p>8.4 Extension of Time for Completion</p>	<p>The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:</p> <p>(a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,</p>

	<p>(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,</p> <p>(c) exceptionally & unprecedented adverse climatic conditions,</p> <p>(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic, pandemic or governmental actions / executive order of local Governing Body, or</p> <p>(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other Contractors.</p> <p>If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.</p>
<p>8.5 Delays Caused by Authorities</p>	<p>If the following conditions apply, namely:</p> <p>(a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,</p> <p>(b) these authorities delay or disrupt the Contractor's work, and</p> <p>(c) the delay or disruption was Unforeseeable,</p> <p>then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].</p>
<p>8.6 Rate of Progress</p>	<p>If, at any time:</p> <p>(a) actual progress is too slow to complete within the Time for Completion, and/or</p> <p>(b) progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme],</p> <p>other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Engineer may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Extended Time for Completion, on valid reason of delay.</p> <p>Unless the Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods,</p>

	<p>at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer, in addition to delay damages (if any) under Sub-Clause 8.7 below.</p> <p>If the Revised Work Programme submitted by Contractor & agreed by Employer, but at any stage of work, Employer is willing to get the work completed in a compressed time period or change work methodology, then in such case additional costs of revised methods including acceleration measures in compressed time period, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Employer as Determined by Engineer, without generating, however, any other additional payment benefit to the Contractor.</p>
<p>8.7 Delay Damages</p>	<p>If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Particular Conditions, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Particular Conditions.</p> <p>These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.</p>
<p>8.8 Suspension of Work</p>	<p>The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.</p> <p>The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.</p>
<p>8.9 Consequences of Suspension</p>	<p>If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice</p>

	<p>to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) payment of any such Cost, which shall be included in the Contract Price.</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> <p>The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].</p> <p>However The Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work, if such suspension is</p> <ol style="list-style-type: none">i. provided for in the Contract, orii. necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor, oriii. necessary for the safety of Works or any part thereof oriv. 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 orv. to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities, orvi. on account of work carried out by the Contractor not in accordance with the directions of the Engineer; orvii. on account of any legislative or executive order of Governmentviii. If the requirement of work ceases.ix. on account of any other reason which is not attributable to the Employer.
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<p>8.10 Payment for Plant and Materials in Event of Suspension</p>	<p>The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if:</p> <p>(a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and</p> <p>(b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions.</p>
<p>8.11 Prolonged Suspension</p>	<p>If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].</p>
<p>8.12 Resumption of Work</p>	<p>After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Engineer an instruction to this effect.</p>
<p>9. Tests on Completion</p>	
<p>9.1 Contractor's Obligations</p>	<p>The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].</p> <p>The Contractor shall give to the Engineer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.</p> <p>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 any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.</p>

<p>9.2 Delayed Tests</p>	<p>If the Tests on Completion are being unduly delayed by the Employer, Sub-Clause 7.4 [Testing] (fifth paragraph) and/or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.</p> <p>If the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.</p> <p>If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.</p>
<p>9.3 Retesting</p>	<p>If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Engineer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.</p>
<p>9.4 Failure to Pass Tests on Completion</p>	<p>If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Engineer shall be entitled to:</p> <ul style="list-style-type: none"> (a) order further repetition of Tests on Completion under Sub-Clause 9.3; (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects]; or (c) Issue a Taking-Over Certificate, if the Employer so requests subjected to following. <p>In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure.</p> <p>Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued if the work is technically safe & able meet the desired purpose, for which it was constructed / manufactured, or (ii) determined and paid under</p>

	Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations].
<p>9.5 Integrated Testing and Commissioning</p>	<p>Integrated Testing</p> <p>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.</p> <p>Compilation of Test Results</p> <p>The results of the Integrated Testing and Commissioning shall be compiled and evaluated by the Engineer and the Contractor.</p> <p>Re-testing</p> <p>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 monies due, or to become due, to the Contractor.</p> <p>Failure to pass Test</p> <p>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.</p> <p>Statutory Requirements</p> <p>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.</p> <p>The Contractor shall, if required by the Employer, deliver to the Engineer or to his office, a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor on the Site.</p>

10. Employer's Taking Over	
10.1 Taking Over of the Works and Sections	<p>Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.</p> <p>The Contractor may apply by notice to the Engineer for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.</p> <p>The Engineer shall, within 28 days after receiving the Contractor's application:</p> <p>(a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or</p> <p>(b) reject the application, giving 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 this work before issuing a further notice under this Sub-Clause.</p> <p>If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.</p>
10.2 Taking Over of Parts of the Works	<p>The Engineer may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works.</p> <p>The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:</p> <p>(a) the part which is used shall be deemed to have been taken over as from the date on which it is used,</p>

	<p>(b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and</p> <p>(c) if requested by the Contractor, the Engineer shall issue a Taking-Over Certificate for this part.</p> <p>After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.</p> <p>If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages], and shall not affect the maximum amount of these damages.</p>
<p>10.3 Interference with Tests on Completion</p>	<p>If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.</p> <p>The Engineer shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p>

	<p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
10.4 Surfaces Requiring Reinstatement	Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.
11. Defects Liability	
11.1 Completion of Outstanding Work and Remedying Defects	<p>In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:</p> <p>(a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and</p> <p>(b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).</p> <p>(c) If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.</p> <p>(d) During the Defects Liability Period the Contractor shall provide, free of cost, rectification/ reconstruction of faulty work. Deploy competent and skilled personnel and maintain adequate stock of spares/ machine/materials so as to promptly fulfil his obligations during the Defects Liability Period as laid down in Particular Conditions and Works Requirements.</p> <p>(e) <u>Maintenance during Defects Liability Period</u></p> <p>Contractor shall establish an office for the purpose with communication facility so as to facilitate communication for reporting failures and liaison with maintenance staff manning the structure round the clock. The supervisor in-charge should be provided with mobile communication facility to ensure his presence at the site immediately after reporting. Contractor shall ensure restoration/ rectification/ replacement, within reasonable time, to the satisfaction of Engineer.</p>

	<p>The Engineer in case of the delay as deems fit shall be empowered to carry out the maintenance at the risk and cost of the Contractor.</p> <p>(f) Routine Maintenance</p> <p>Submit Monthly status report to the Engineer –in – Charge.</p> <p>(g) Repairs</p> <p>All equipment that requires repairing shall be immediately serviced and repaired.</p> <p>(h) Complaints</p> <p>The Contractor shall receive calls for any and all problems / defect experienced in the operation of the structure, attend to these without delay. A punch list of above defect shall be maintained by Contractor.</p> <p>(i) Maintenance Log Book</p> <p>The Contractor shall maintain a Maintenance Log Book at completed site, the format for which shall be approved by Engineer. In the Maintenance Log book the details about date of Routine Maintenance, Routine Maintenance activities performed, Details of Call – out visit / complaints and its action taken report shall be maintained</p> <p>(j) A penalty at the rate specified in Particular Conditions, during the DLP period will be imposed, if Defect/ complaint is not attended within 24 hrs from the time and date of issue of notice of defect.</p>
<p>11.2 Cost of Remedying Defects</p>	<p>All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:</p> <p>(a) any design for which the Contractor is responsible,</p> <p>(b) Plant, Materials or workmanship not being in accordance with the Contract, or</p> <p>(c) failure by the Contractor to comply with any other obligation.</p> <p>(d) Improper operation or maintenance during Defect Liability Period, which was attributable to matters for which the Contractor is responsible</p> <p>If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer, and Sub-Clause 13.3 [Variation Procedure] shall apply.</p>
<p>11.3 Extension of Defects</p>	<p>The Employer shall be entitled subject to Sub-Clause 2.5 [Employer's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot</p>

<p>Notification Period</p>	<p>be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.</p> <p>If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.</p>
<p>11.4 Failure to Remedy Defects</p>	<p>If the Contractor fails to remedy any defect or damage within a reasonable time, a date shall be fixed by Engineer (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date, by the Engineer.</p> <p>If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his sole discretion/option):</p> <ul style="list-style-type: none"> (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage; (b) require the Engineer to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or (c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.
<p>11.5 Removal of Defective Work</p>	<p>If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the</p>

	amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.
11.6 Further Tests	<p>If the work of remedying of any defect or damage may affect the performance of the Works, the Engineer may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 days after the defect or damage is remedied.</p> <p>These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.</p>
11.7 Right of Access	Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Employer's reasonable security restrictions.
11.8 Contractor to Search	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 to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Engineer in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.
11.9 Performance Certificate	<p>Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.</p> <p>The Engineer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer.</p> <p>Only the Performance Certificate shall be deemed to constitute acceptance of the Works.</p>
11.10 Unfulfilled Obligations	After the Performance Certificate has been issued, each Party 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 unperformed obligations, the Contract shall be deemed to remain in force.

<p>11.11 Clearance of Site</p>	<p>Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.</p> <p>If all these items have not been removed within 28 days after receipt by the Contractor of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.</p> <p>Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.</p>
<p>12. Measurement and Evaluation</p>	
<p>12.1 Works to be Measured</p>	<p>The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.</p> <p>Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:</p> <ul style="list-style-type: none"> (a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and (b) supply any particulars requested by the Engineer. <p>If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.</p> <p>Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.</p> <p>If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the</p>

	Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.
12.2 Method of Measurement	<p>Except as otherwise stated in the Contract and notwithstanding local practice:</p> <p>(a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and</p> <p>(b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.</p>
12.3 Evaluation	<p>Except as otherwise stated in the Contract, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.</p> <p>For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work.</p> <p>Any item of work included in the Bill of Quantities / Scope of work / Employer's Requirement, for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities /Finance Bid and will not be paid for separately.</p>
12.4 Omissions	<p>Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:</p> <p>(a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;</p> <p>(b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and</p> <p>(c) this cost is not deemed to be included in the evaluation of any substituted work;</p> <p>then the Contractor shall give notice to the Engineer accordingly, with supporting particulars. Upon receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.</p>
13. Variations and Adjustments	
13.1 Right to Vary	Variations may be initiated by the Engineer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.

	<p>The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Engineer shall cancel, confirm or vary the instruction.</p> <p>Each Variation may include:</p> <ul style="list-style-type: none"> (a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation), (a) changes to the quality and other characteristics of any item of work, (b) changes to the levels, positions and/or dimensions of any part of the Works, (d) omission of any work unless it is to be carried out by others, (e) any additional work, Plant, Materials or services associated or part of the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or (f) changes to the sequence or timing of the execution of the Works. <p>The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or approves a Variation.</p> <p>Any additional work, plant, material or services related to enabling work or site convenience & not a part of Permanent Works shall not be considered as a Variation to assigned work.</p>
<p>13.2 Value Engineering</p>	<p>The Contractor may, at any time, submit to the Engineer a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer.</p> <p>The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].</p> <p>If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:</p> <ul style="list-style-type: none"> (a) the Contractor shall design this part,

	<p>(b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and</p> <p>(c) if this change results in a reduction in the contract value of this part, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts:</p> <p>(i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and</p> <p>(ii) the reduction (if any) in the value to the Employer of the varied works, taking account of any reductions in quality, anticipated life or operational efficiencies.</p> <p>However, if amount (i) is less than amount (ii), there shall not be a fee.</p>
<p>13.3 Variation Procedure</p>	<p>If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:</p> <p>(a) a description of the proposed work to be performed and a programme for its execution,</p> <p>(b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and</p> <p>(c) the Contractor's proposal for evaluation of the Variation.</p> <p>(d) The Engineer shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.</p> <p>(e) Consent of the Engineer & approval of Employer is required on any proposed Variation issued for substantial technical modifications, additional cost or extension of time. Such Variation shall be consolidated in a signed Amendment to Contract agreed by both Parties.</p> <p>(f) Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt.</p>

	Each Variation shall be processed in accordance with detailed procedures described in Particular Conditions , unless the Engineer instructs or approves otherwise in accordance with this Clause.
13.4 Payment in Applicable Currencies	If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.
13.5 Provisional Sums	<p>Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed. For each Provisional Sum, the Engineer may instruct:</p> <p>(a) Work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or</p> <p>(b) Plant, Materials or services to be purchased by the Contractor, from a nominated Sub Contractor (as defined in Clause 5 [Nominated Sub Contractors] or otherwise; and for which there shall be included in the Contract Price:</p> <p>(i) the actual amounts paid (or due to be paid) by the Contractor, and</p> <p>(ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts as stated in the Particular Conditions under Sub-Clause 13.3 [Variation Procedure]</p> <p>The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.</p>
13.6 Daywork	<p>For work of a minor or incidental nature, the Engineer may instruct that a Variation shall be executed on a day work basis. The work shall then be valued in accordance with the Day work Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.</p> <p>Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the</p>

	<p>Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.</p> <p>Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Engineer accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:</p> <ul style="list-style-type: none"> (a) the names, occupations and time of Contractor's Personnel, (b) the identification, type and time of Contractor's Equipment and Temporary Works, and (c) the quantities and types of Plant and Materials used. <p style="text-align: center;">Or</p> <p>Under the provision of unforeseen Schedule provided in Financial Bid / BOQ of Contract.</p> <p>One copy of each statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].</p>
<p>13.7 Adjustments for Changes in Legislation</p>	<p>The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.</p> <p>If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost or saving in cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or likely to be delayed due to Change in Legislation , under Sub-Clause 8.4 [Extension of Time for Completion], and (b) The Contract Price shall be adjusted to take into account any new taxes or any statutory variations, on finished product/item during the contractual completion period shall be to the Employer's account for which the Contractor shall furnish documentary evidence in support of their claims. However, any increase in the cost due to new taxes or change in the existing taxes introduced during the extended contractual completion

	<p>period due to the Contractor's fault shall be to the Contractor's account.</p> <p>(i) Taxes prior to Base date i.e 28 days prior to latest date of submission of Bid is deemed to be inclusive of price quoted by Bidder.</p> <p>(ii) Any change in legislation of any kind of Taxes by Gol or GOM, after Base Date shall be accounted for separately and It is applicable both way (Reimbursement & Deduction)</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> <p>Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].</p>
<p>13.8 Adjustments for Changes in Cost</p>	<p>In this Sub-Clause, "table of adjustment data" means the completed table of adjustment data and factors for local and foreign currencies included in the Particular Condition. If there is no such table of adjustment data in Particular Condition, this Sub-Clause shall not apply.</p> <p>If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.</p> <p>The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae provided in Particular Conditions.</p> <p>The cost indices or reference prices stated in the Particular Conditions shall be used. If their source is in doubt, it shall be determined by the Engineer.</p> <p>In cases where the "currency of index" is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the</p>

	<p>Country, of this relevant currency on the above date for which the index is required to be applicable.</p> <p>Until such time as each current cost index is available, the Engineer shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.</p> <p>If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Employer.</p> <p>The weightings (coefficients) for each of the factors of cost stated in the Particular Condition shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.</p>
14. Contract Price and Payment	
14.1 The Contract Price	<p>Unless otherwise stated in the Particular Conditions:</p> <p>(a) the Contract Price shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract; inclusive of all taxes, duties, royalties and GST</p> <p>(b) the Contractor shall pay all taxes, GST, Stamp Duties, other duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];</p> <p>(c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:</p> <p style="padding-left: 40px;">(i) of the Works which the Contractor is required to execute, or</p> <p style="padding-left: 40px;">(ii) for the purposes of Clause 12 [Measurement and Evaluation]; and</p> <p>(d) the Contractor shall submit to the Engineer, within 28 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules (Applicable to Lump Sum Contract Only). The Engineer may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.</p>

	<p>Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.</p> <p>Further details regarding prevailing taxes is provided in Particular Conditions</p>
<p>14.2 Advance Payment / Mobilization Advance</p>	<p>The Employer shall make an advance payment, as an interest-free loan for mobilization and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions detailed as under.</p> <p>(a) Mobilization Advance :</p> <p>Interest free Mobilization advance shall be 10% of original contract value payable in two equal instalments of 5% (Five Percent) each. in the currencies and proportions in which the Accepted Contract Amount is payable.</p> <p>Mobilization advance shall be paid against acceptable Bank Guarantee issued from a Scheduled Commercial Indian Bank or Schedule Commercial Foreign Bank (Except Cooperative Bank) having business offices in India. The value of Bank Guarantee taken towards security of "Advance Payment" / "Mobilization Advance" shall be 110% of the advance amount requested by the Contractor and valid for 60 Days beyond scheduled completion time. The validity of Advance Bank Guarantee shall be extended as per extended time of contract plus 60 days, if the Advance Amount is not recovered completely.</p> <p>The first installment shall be paid after award of Letter of Acceptance by employer and submission of Performance Guarantee / Security and Advance Bank Guarantee by Contractor.</p> <p>The second installment shall be paid on production of effective and proper utilization of the first installment duly accepted and certified (with or without modification) by the Engineer. The Contractor shall be required to submit the 'Utilization Certificate' of 1st installment along with Bank Guarantee @ 110% of 2nd installment, with his letter of request.</p> <p>The Contractor, once the 50% of mobilization advance has been recovered, shall have a onetime option to reduce the Bank Guarantee for the mobilization advance by the proportion to the amount recovered.</p> <p>(b) Amortization / Repayment of Advance Payment</p>

	<p>The recovery of the Advance Payment shall be done in respective currencies and shall commence when 20% of the original contract value of the work has been paid in respective currencies (in addition to the Mobilization Advance) and shall be recovered by deduction of 25% of the amount of each Interim Payment, until the total of the Mobilization Advance is recovered before payment of 60% of Contract Price.</p> <p>(c) <u>Interest in case of delay in repayment of Advances</u></p> <ul style="list-style-type: none"> i. Should there be delay in the progress and completion of work due to reasons attributable to the Contractor, as a result of which it is not possible to recover the advance amount within the assigned time period of completion, then the interest @ MCLR (One Year Rate) +2%, (Marginal Cost of Funds Based Lending Rate) of SBI, shall be recovered from the Contractor on balance advance amount for extended period of work till the re-payments of entire amount completes. ii. MCLR shall be applicable at the prevailing rate on the date of payment of advance amount in Contractor's account. iii. If the contract is terminated due to default of the Contractor, the 'Mobilization Advance' would be deemed as interest bearing advance @ MCLR +2%. The interest will be calculated from the first day of the month in which an advance is paid to the Contractor and it will be calculated up to the last day of the month in which the recovery is made. <p>(d) <u>Failure of contractor to repay the Advance Amount</u></p> <ul style="list-style-type: none"> i. If the Contractor fails to repay the advance amount within the stipulated period of repayment as described above in Sub-Clause no. 14.2 (b) or its further extension by Employer, in such events Employer is empowered to encash the Bank Guarantee submitted by Contractor against the Advance Payment. ii. Employer is also empowered to encash the Advance Bank Guarantee, if the Contract is terminated or foreclosed or whatever the reasons and Advance Amount is not repaid by Contractor
<p>14.3 Application for Interim Payment Certificates</p>	<p>The Contractor shall submit a Statement in two copies to the Engineer after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].</p>

	<p>The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:</p> <ul style="list-style-type: none"> (a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below); (b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost]; (c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Particular Conditions to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Particular Conditions; (d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment]; (e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works]; (f) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and (g) the deduction of amounts certified in all previous Payment Certificates.
<p>14.4 Schedule of Payments</p>	<p><i>(This clause is replaced in PCC)</i></p> <p>If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:</p> <ul style="list-style-type: none"> (a) the instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]; (b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and (c) if these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of

	<p>payments was based, then the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.</p> <p>If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.</p>
<p>14.5 Plant and Materials intended for the Works</p>	<p>If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3,</p> <p>(i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and</p> <p>(ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].</p> <p>If the lists referred to in sub-paragraphs (b) (i) or (c) (i) below are not included in the Schedules / Accepted Bill of Quantities, this Sub-Clause shall not apply.</p> <p>The Engineer shall determine and certify each addition if the following conditions are satisfied:</p> <p>(a) the Contractor has:</p> <p>(i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and</p> <p>(ii) submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;</p> <p>and either:</p> <p>(b) the relevant Plant and Materials:</p> <p>(i) are those listed in the Schedules for payment / Accepted Bill of Quantities</p> <p>(ii) when shipped,</p> <p>(iii) have been shipped to the Country, en route to the Site, in accordance with the Contract; and</p> <p>(iv) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the</p>

	<p>Engineer together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Employer in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration by proper Insurance and security;</p> <p>or</p> <p>(c) the relevant Plant and Materials:</p> <p>(i) are those listed in the Schedules for payment /Accepted Bill of Quantitiess</p> <p>(ii) when delivered to the Site, and</p> <p>(iii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration with proper insurance & security, and appear to be in accordance with the Contract.</p> <p>(d) The amount to be certified shall be the equivalent of eighty percent (80%) of the Engineer's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.</p> <p>(e) The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.</p>
<p>14.6 Issue of Interim Payment Certificates</p>	<p>No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Engineer shall, within 28 days after receiving a Statement and supporting documents, deliver to the Employer and to the Contractor an Interim Payment Certificate which shall state the amount which the Engineer fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Engineer on the Statement if any.</p>

	<p>However, prior to issuing the Taking-Over Certificate for the Works, the Engineer shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the Particular Conditions. In this event, the Engineer shall give notice to the Contractor accordingly.</p> <p>An Interim Payment Certificate shall not be withheld for any other reason, although:</p> <ul style="list-style-type: none"> (a) if any thing supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or (b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed. <p>The Engineer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, approval, consent or satisfaction.</p>
<p>14.7 Payment</p>	<p>The Employer shall pay to the Contractor:</p> <ul style="list-style-type: none"> (a) the first instalment of the advance payment within 42 days after issuing the Letter of Acceptance or within 21 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later; (b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents; or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and (c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate; or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].

	<p>d) The Employer may, at its sole discretion, authorise the Engineer to perform the functions of Employer specified in the GC Clause 14.7. The Employer may advise arrangements for direct payment by the Bank. The procedure to be followed for such direct payment by the Bank shall be advised to the Contractor by the Engineer.</p> <p>e) If and to the extent that the Pricing Document expressly specifies in relation to a Cost Centre that the Contractor is entitled to payment in a currency other than Indian Rupees, or the Engineer makes a determination of Cost in a currency other than Indian Rupees, all such payments shall be made in the relevant foreign currency.</p> <p>f) In calculating the amount payable to the Contractor for the Rupee portion, for each item, 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. The net payments in foreign currencies, if applicable, shall also be rounded off to 'zero' decimal places.</p> <p>g) All payments to the Contractor for the Rupee portion shall be made by crossed cheque / RTGS/NEFT or appropriate on line payment method, but no cheque will be issued for an amount of less than Rs. 1000/-. This shall not apply to the final payment.</p> <p>h) All payments to the Contractor for the foreign currency portion shall be through a Letter of Credit. All bank charges of Employer's Banker shall be borne by the Employer and that of Contractor's Banker shall be borne by the Contractor. The charges towards confirmation (if required by the Contractor) shall be borne by the Contractor. Extension of validity of L/C need is not envisaged. However, should be validity of L/C need to be extended, for reasons solely attributable to Employer, the charges for such extension will be borne by the Employer. In all other cases, L/C charges for extension or otherwise shall be borne by the Contractor.</p> <p>Payment procedure shall be as under:</p> <p>i) The Contractor shall submit preferably the monthly bill for payment to the Engineer.</p> <p>ii) Immediately after the submission of bill with all relevant documents / enclosures, 80 % amount of the bill shall be released within 7 working days approximately.</p> <p>iii) The remaining 20% of the bill shall be released after detail scrutiny and subsequent comments / Recommendations by</p>
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	<p>Engineer within 28 days from the date of submission of bill by Contractor.</p> <p>iv) If any adverse comments regarding the workmanship or the quality of the work done in the previous bill is made by the Engineer then appropriate and suitable amount shall be recovered from successive bills.</p> <p>v) Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.</p> <p>vi) The Employer shall pay to the Contractor the amount certified in each Interim Payment Certificate. Each interim payment certificate will have two components;</p> <p style="padding-left: 40px;">(b) Value of the work/goods/services (without taxes/ duties levies/ cess etc.).</p> <p style="padding-left: 40px;">(c) Taxes/ duties levies/cess/GST etc</p>
<p>14.8 Delayed Payment</p>	<p>(a) If the Contractor does not receive payment / certificate for acceptance of payment in accordance with GC Clause 14.7 above, the Contractor shall be entitled to receive interest on the amount unpaid during the period of delay. This period of delay shall be deemed to commence from the first working day after 56 calendar days from the date of issue of the Interim Payment Certificate by the Engineer.</p> <p>(b) The interest shall be calculated at an interest @ MCLR (One Year Rate) (Marginal Cost of Funds Based Lending Rate) of SBI.</p> <p>(c) Rate of MCLR (One Year Rate) shall be applicable of first working day after 56 calendar days from the date of issue of the Interim Payment Certificate by the Engineer.</p> <p>(d) The Contractor shall submit their claim for the interest for the above period of delay along with detailed reasons for the said delays to the Engineer within 14 days of the expiry of the 56 days period. The claimed interest shall be payable to the Contractor only if it is determined by the Engineer that the delays are solely attributable to the Employer.</p> <p>(e) The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.</p>

<p>14.9 Payment of Retention Money</p>	<p>(If applicable & specifically mentioned in Particular Conditions)</p> <p>(a) When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor.</p> <p>(b) If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the billed contract value of the Section or part, by the Awarded final Contract Price. Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor.</p> <p>(d) If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the billed contract value of the Section by the awarded final Contract Price.</p> <p>(e) However, if any work remains to be executed under Clause 11 [Defects Liability], the Engineer shall be entitled to withhold certification of the final cost of this work until it has been executed. When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].</p> <p>(f) Unless otherwise stated in the Particular Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a Scheduled Commercial Indian Bank / Schedule Commercial Foreign bank (Except Cooperative Bank) having business office in India acceptable to the Employer, for the second half of the Retention Money.</p> <p>(g) The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the</p>
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	<p>Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.</p>
<p>14.10 Statement at Completion</p>	<p>Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer two copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:</p> <ul style="list-style-type: none"> (a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works, (b) any further sums which the Contractor considers to be due, and (c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion. <p>The Engineer shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].</p>
<p>14.11 Application for Final Payment Certificate</p>	<p>Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, two copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:</p> <ul style="list-style-type: none"> (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. <p>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 within 28 days from receipt of said draft and shall make such 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. This agreed statement is referred to in these Conditions as the "Final Statement".</p> <p>However if, following discussions between the Engineer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's</p>

	<p>Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement.</p> <p>Before issue of Final Payment Certificate Contractor shall sign & submit a “No Dues Certificate / No Claim Certificate” in the format provided by Engineer.</p>
14.12 Discharge	<p>When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.</p>
14.13 Issue of Final Payment Certificate	<p>Within 28 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall deliver, to the Employer and to the Contractor, the Final Payment Certificate which shall state:</p> <p>(a) the amount which he fairly determines is finally due, and</p> <p>(b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.</p> <p>If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.</p>
14.14 Cessation of Employer’s Liability	<p>The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:</p> <p>(a) in the Final Statement and also</p> <p>(b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].</p>

	<p>However, this Sub-Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.</p>
<p>14.15 Currencies of Payment</p>	<p>The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies or Particular Conditions. If more than one currency is so named, payments shall be made as follows:</p> <p>(a) if the Accepted Contract Amount was expressed in Local Currency only:</p> <p>(i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;</p> <p>(ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and</p> <p>(iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a) (i) above;</p> <p>(b) payment of the damages specified in the Particular Conditions, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;</p> <p>(c) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;</p> <p>(d) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and</p> <p>(e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the central bank of the Country i.e. Reserve Bank of India</p>
<p>14.16. Recovery of Money due to the Employer</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</p>

	<p>(including, without limitation, liquidated damages) and the Employer / Engineer 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 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>
15. Termination by Employer	
15.1 Notice to Correct	If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
15.2 Termination by Employer	<p>The Employer shall be entitled to terminate the Contract if the Contractor:</p> <ul style="list-style-type: none"> (a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct], (b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract, (c) without reasonable excuse fails: <ul style="list-style-type: none"> (i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or (ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 28 days after receiving it, (d) subcontracts the whole of the Works or assigns the Contract without the required agreement, (e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or (f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:

	<p>(i) for doing or forbearing to do any action in relation to the Contract, or</p> <p>(ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract,</p> <p>or if any of the Contractor's Personnel, agents or Sub-Contractor gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.</p> <p>In any 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 the case of sub-paragraph (e) or (f), the Employer may by notice terminate the Contract immediately.</p> <p>(g) In case the Contractor fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress, the Employer at its sole discretion may terminate only part / limit the scope / de-scope part of the work of the contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of Open/ Limited/ Single Tender/ by calling quotations or any other manner as deemed fit at the risk and cost of the contractor. In such case, the additional financial implications (if any), shall be debited/ recovered from the any monies due to Contractor and/or performance security. Such recovery shall be Limited to 10% (Ten Percent) of the Contract Price.</p> <p>(h) If Contractor submits fake/ forged/ fabricated documents/ false, incorrect, misleading information / data/ design, either during the bidding or thereafter during execution of the work or after completion but before the final bill, the contract can be terminated and appropriate action in terms of forfeiture of Performance Guarantee/ Security Deposit /Retention Money/ EMD/ Bid Security (as the case may be) shall be done and blacklisting of Contractor may be done by Employer.</p> <p>The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.</p> <p>The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents</p>
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	<p>made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.</p> <p>After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.</p> <p>The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.</p>
<p>15.3 Valuation at Date of Termination</p>	<p>As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.</p>
<p>15.4 Payment after Termination</p>	<p>After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may:</p> <ul style="list-style-type: none"> (a) proceed in accordance with Sub-Clause 2.5 [Employer's Claims], (b) withhold further payments to the Contractor until the costs of 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/or (c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]; such recovery shall be limited to 10% (Ten Percent) of the Contract Price. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor. (d) On termination of contract due to Contractor's default (except in case of part termination / de-scoping under para 15.2 (g)) the Performance Security/ Retention Money shall be forfeited/encashed. The balance work shall be got done

	<p>independently at risk and cost of the failed Contractor. The Risk and Cost amount shall be recovered from the Performance Security and any other monies due to the Contractor under this contract or any other contract. However, such recovery shall be Limited to 10% (Ten Percent) of the Contract Price. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a partnership firm, then every member/partner of such JV 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/partnership firm.</p>
<p>15.5 Employer's Entitlement to Termination for Convenience</p>	<p>The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another Contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor].</p> <p>After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].</p>
<p>15.6 Corrupt or Fraudulent Practices</p>	<p>If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2 [Termination by Employer].</p> <p>Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].</p> <p>For the purposes of this Sub-Clause:</p>

	<ul style="list-style-type: none"> (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹ (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;² (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;³ (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴ (v) “obstructive practice “is <ul style="list-style-type: none"> (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Sub-Clause 1.15 [Inspections and Audits by the Bank].
<p>16. Suspension and Termination by Contractor</p>	
<p>16.1 Contractor’s Entitlement to Suspend Work</p>	<p>If the Engineer fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or the Employer fails to comply with Sub-Clause 14.7 [Payment], the Contractor may, after giving not less than 21 days’ notice to the Employer, suspend work (or reduce the rate of progress of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.</p>

¹ “Another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

² “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ “Party” refers to a participant in the procurement process or contract execution.

	<p>The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].</p> <p>If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost plus profit, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
<p>16.2 Termination by Contractor</p>	<p>The Contractor shall be entitled to terminate the Contract if:</p> <ul style="list-style-type: none"> (a) the Engineer fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate, (b) the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Employer's Claims]), (c) the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract, (d) the Employer fails to comply with Sub-Clause 1.6 [Contract Agreement] or Sub-Clause 1.7 [Assignment], (e) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or (f) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit

	<p>of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.</p> <p>(g) the Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].</p> <p>In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of sub-paragraph (e) or (f), the Contractor may by notice terminate the Contract immediately.</p> <p>In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.</p> <p>The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise..</p>
<p>16.3 Cessation of Work and Removal of Contractor's Equipment</p>	<p>After a notice of termination under Sub-Clause 15.5 [Employer's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:</p> <p>(a) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works,</p> <p>(b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and</p> <p>(c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.</p>
<p>16.4 Payment on Termination</p>	<p>After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Employer shall promptly:</p> <p>(a) return the Performance Security to the Contractor,</p>

	<p>(b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and</p> <p>(c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.</p>
17. Risk and Responsibility	
17.1 Indemnities	<p>The Contractor shall indemnify and hold harmless the Employer, the Engineer, the Designated Contractors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions, any negligence, willful act or breach on the Contract by the Contractor or his representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same.</p> <p>These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:</p> <ul style="list-style-type: none"> a) sickness, or disease, or death of, or injury to any person; and b) loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and c) loss, damage or costs arising from the carriage of Plant, Rolling Stock and Materials and/or ownership or chartering of marine vessels by the Contractor, or any sub-contractor of any tier. <p>The Contractor shall also indemnify and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc as detailed out in the GC.</p> <p>All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.</p> <p>The decision of the Engineer as to compensation claimed shall be final and binding.</p>
17.2 Contractor's Care of the Works	<p>The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for</p>

	<p>any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.</p> <p>After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.</p> <p>If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.</p> <p>The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.</p>
<p>17.3 Employer's Risks</p>	<p>The risks referred to in Sub-Clause 17.4 [Consequences of Employer's Risks] below, insofar as they directly affect the execution of the Works in the Country, are:</p> <ul style="list-style-type: none"> (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b) rebellion, terrorism, sabotage/ lockdown/ lockup by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, (c) riot, commotion, disorder, strike or lockout/ lockdown by persons other than the Contractor's Personnel, (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (f) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract, (g) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and (h) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably

	<p>have been expected to have taken adequate preventive precautions like epidemic/ pandemic, unprecedented and unpredictable adverse natural conditions.</p> <p>Note: - If any of the above is included or covered under any kind of insurance pertaining to the Contract, it shall be treated as excluded from the employer's risk.</p>
<p>17.4 Consequences of Employer's Risks</p>	<p>If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to 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 a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) payment of any such Cost, which shall be included in the Contract Price, (if not covered under any kind of insurance obtained by contractor for the Work, under any insurance scheme). In the case of sub-paragraphs (f) and (g) of Sub-Clause 17.3 [Employer's Risks], Cost plus profit shall be payable.</p> <p>After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
<p>17.5 Intellectual and Industrial Property Rights</p>	<p>In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.</p> <p>Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.</p> <p>The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:</p> <p>(a) an unavoidable result of the Contractor's compliance with the Contract, or</p>

	<p>(b) a result of any Works being used by the Employer:</p> <ul style="list-style-type: none">(i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or(ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract. <p>The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.</p> <p>If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.</p> <p>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.</p> <p>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</p>
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	<p>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.</p> <p>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).</p> <p>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.</p> <p>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.</p> <p>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) program and documentation for a third party to undertake the performance of services for the Employer in respect of such programs and documentation.</p> <p>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</p>
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	<p>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.</p> <p>The Employer reserves the right to use other Software on or in connection with the Works.</p>
<p>17.6 Limitation of Liability</p>	<p>Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Employer's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].</p> <p>The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Particular Conditions, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.</p> <p>This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.</p>
<p>17.7 Use of Employer's Accommodation /Facilities</p>	<p>The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in Particular Conditions, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).</p> <p>If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.</p>

18. Insurance	
18.1 General Requirements for Insurances	<p>In this Clause, “Insuring Party” means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause. Insuring Party is defined in Particular Conditions</p> <p>Wherever the Contractor is the Insuring Party, each insurance shall be effected with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.</p> <p>The Contractor shall obtain all insurances required in the Contract from Insurance companies operating in India in the name of Employer as a prime beneficiary specified in Particular Conditions</p> <p>Insurances to cover risks within India as well as Marine and Transit Insurances (if applicable) shall invariably be effected with an Indian Insurance Company.</p> <p>Wherever the Employer is the Insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.</p> <p>If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Employer shall act for Employer’s Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the Insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.</p> <p>Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.</p> <p>The relevant Insuring Party shall, within the respective periods stated in the Particular Conditions (calculated from the Commencement Date), submit to the other Party:</p> <p>(a) evidence that the insurances described in this Clause have been effected, and</p>

	<p>(b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].</p> <p>(c) In event of failure to submit required insurances, penal provision as described in Particular Conditions shall be applicable.</p> <p>When each premium is paid, the Insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the Insuring Party shall also give notice to the Engineer.</p> <p>Each Party shall comply with the conditions stipulated in each of the insurance policies. The Insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.</p> <p>Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.</p> <p>If the Insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due.</p> <p>The Insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.</p> <p>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 amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the Insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the Insuring Party.</p> <p>Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Employer's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.</p>
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	<p>The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.</p>
<p>18.2 Insurance for Works and Contractor's Equipment</p>	<p>The Insuring Party shall insure the Works, Supplies, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.</p> <p>The Insuring Party shall maintain this 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 caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).</p> <p>The Insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.</p> <p>Unless otherwise stated in the Particular Conditions, insurances under this Sub-Clause:</p> <ul style="list-style-type: none"> (a) shall be effected and maintained by the Contractor as Insuring Party, (b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage, (c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Employer's Risks], (d) shall also cover, to the extent specifically required in the bidding documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Employer's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the Particular Conditions (if an amount is not so stated, this sub-paragraph (d) shall not apply), and

	<p>(e) may however exclude loss of, damage to, and reinstatement of:</p> <ul style="list-style-type: none">(i) a part of the Works which has been already constructed by Employer or other Contractor and is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),(ii) a part of the Works which has been already constructed by Employer or other Contractor and is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,(iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and(iv) Goods while they are not in the Country (not reached at site), subject to Sub-Clause 14.5 [Plant and Materials intended for the Works]. <p>(f) The insurance shall be obtained by Contractor as an Insuring Party but the prime beneficiary shall be Employer.</p> <p>(g) The Contractor shall obtain Comprehensive All Risk (CAR) insurance policies taking in to consideration of all risk involved in the contract duly covering Marine/Transit (if applicable) & others risks described in Contract and perceived by contractor as per nature of work for values equivalent to the Contract value. The applicability of CAR shall be specifically mentioned in Particular Conditions.</p> <p>(h) If Contract includes design also, Contractor shall obtain Professional Indemnity Insurance (PII), equivalent to the amount of design cost of the work. The design cost (if design cost is not a separate item in the Financial Bid and work is on Design & Build basis contract or Item of work are composite item inclusive design) shall be declared by Contractor with certificate of Chartered Accountant. Such Professional Indemnity Insurance shall be valid till the period as specified in Particular Conditions.</p> <p>(i) All Insurance policies except Professional Indemnity Insurance shall be valid till the period as specified in Particular Conditions, beyond expiry of DLP. The policy shall include insurance for the complete contract value.</p>
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	<p>If, more than one year after the Base Date, the cover described in subparagraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as Insuring Party) give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to Sub-Clause 2.5 [Employer's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].</p>
<p>18.3 Insurance against Injury to Persons and Damage to Property</p>	<p>The Insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.</p> <p>This insurance shall be for a limit per occurrence of not less than the amount stated in the Particular Conditions, with no limit on the number of occurrences. If an amount is not stated in the Particular Conditions, this Sub-Clause shall not apply.</p> <p>Unless otherwise stated in the Particular Conditions, the insurances specified in this Sub-Clause:</p> <ul style="list-style-type: none"> (a) shall be effected and maintained by the Contractor as Insuring Party, (b) shall be in the joint names of the Parties, (c) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and (d) may however exclude liability to the extent that it arises from: <ul style="list-style-type: none"> (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works, (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and

	(iii) a cause listed in Sub-Clause 17.3 [Employer's Risks], except to the extent that cover is available at commercially reasonable terms.
18.4 Insurance for Contractor's Personnel	<p>The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.</p> <p>The insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.</p> <p>The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Sub Contractor's employees, the insurance may be effected by the Sub Contractor, but the Contractor shall be responsible for compliance with this Clause.</p>
19. Force Majeure	
19.1 Definition of Force Majeure	<p>In this Clause, "Force Majeure" means an exceptional event or circumstance:</p> <ul style="list-style-type: none"> (a) which is beyond a Party's control, (b) which such Party could not reasonably have provided against before entering into the Contract, (c) which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party. <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <ul style="list-style-type: none"> (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,

	<p>(iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel, or Lockdown by Local government</p> <p>(iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and</p> <p>(v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.</p> <p>(vi) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions like epidemic/ pandemic, unprecedented and unpredictable adverse natural conditions.</p>
<p>19.2 Notice of Force Majeure</p>	<p>If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.</p> <p>The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.</p> <p>Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.</p>
<p>19.3 Duty to Minimise Delay</p>	<p>Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.</p> <p>A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p>
<p>19.4 Consequences of Force Majeure</p>	<p>If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and /or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p>

	<p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) if the event or circumstance is of the kind described in Sub-Clause 19.1 [Definition of Force Majeure] occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment].</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
<p>19.5 Force Majeure Affecting Sub Contractor</p>	<p>If any Sub Contractor is entitled under any Contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.</p>
<p>19.6 Optional Termination, Payment and Release</p>	<p>If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].</p> <p>Upon such termination, the Engineer shall determine [As per provision of Sub-clause 3.5 Determination] the value of the work done and issue a Payment Certificate which shall include:</p> <p>(a) the amounts payable for any work carried out for which a price is stated in the Contract;</p> <p>(b) the Cost of Plant and Materials (If specifically provided in Contract to supply under the respective BOQ) ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;</p>

	<p>(c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;</p> <p>(d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and</p> <p>(e) the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.</p>
<p>19.7 Release from Performance</p>	<p>Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:</p> <p>(a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and</p> <p>(b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.</p>
<p>20. Claims, Disputes and Arbitration</p>	
<p>20.1 Contractor's Claims</p>	<p>If the Contractor considers himself to be entitled to any extension of the Time for Completion and /or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim.</p> <p>The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.</p> <p>If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended as well as the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the</p>

	<p>claim. Otherwise, the following provisions of this Sub-Clause shall apply.</p> <p>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 another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.</p> <p>Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved 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 of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <ul style="list-style-type: none">(a) this fully detailed claim shall be considered as interim;(b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and(c) the Contractor shall send a final claim within 28 days after the end of 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. <p>Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.</p> <p>Within the above defined period of 42 days, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4</p>
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	<p>[Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.</p> <p>Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.</p> <p>To Determine & settle such claims following methods in the order precedence shall be followed.</p> <ol style="list-style-type: none"> i. Negotiation ii. Dispute Board iii. Amicable Settlement / Conciliation iv. Arbitration
<p>20.2. Negotiation</p>	<p>Upon receipt of Contractor's Claim under the Contract, the engineer shall examine the proposal of claims of the Contractor, ensuring whether it is admissible under provision of Contract and substantiated by sufficient document / records and information.</p> <p>After examination the Engineer shall record his factual observation and explain the Contractor about the merit of Claim.</p> <p>If claim is admissible the amount of claim shall be discussed with Contractor and effort shall be made to agree the amount of claim by negotiation.</p>
<p>20.3 Appointment of the Dispute Board</p>	<p>If the attempt of Negotiation fails and Engineer or Contractor does not respond within 21 days from the date of negotiation, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to the Dispute Board in accordance with detail procedure attached as Annexure-IX-A of Particular Condition</p> <p>The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim.</p> <p>Disputes shall be referred to a Dispute Board (DB) for decision in accordance with Sub-Clause 20.5 [Obtaining Dispute Board's Decision]. The Parties shall appoint a DB by the date stated in the Particular Conditions.</p> <p>The DB shall comprise, as stated in the Particular Conditions, either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of</p>

	<p>contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons.</p> <p>If the Parties have not jointly appointed the DB before the date stated in the Particular Conditions and if the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two selected members by parties shall recommend a third member and the Parties shall agree upon the third member, who shall act as chairman.</p> <p>However, if a list of potential members has been agreed by the Parties and is included in the Contract, the members shall be selected from those on the list.</p> <p>The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Annexure-IX-A of Particular Conditions, with such amendments as agreed between them.</p> <p>The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.</p> <p>If at any time the Parties so agree, they may jointly refer a matter to the DB for it to give its opinion. Neither Party shall consult the DB on any matter without the agreement of the other Party.</p> <p>If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.</p> <p>The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the discharge referred to in Sub-Clause 14.12 [Discharge] shall have become effective.</p>
<p>20.4 Failure to Agree on the Composition of the Dispute Board</p>	<p>If any of the following conditions apply, namely:</p> <p>(a) the Parties fail to agree upon the appointment of the sole member of the DB by the date stated in the first paragraph of Sub-Clause 20.3, [Appointment of the Dispute Board],</p>

	<p>(b) either Party fails to nominate a member (for approval by the other Party), or fails to approve a member nominated by the other Party, of a DB of three persons by such date,</p> <p>(c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date, or</p> <p>(d) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,</p> <p>then the appointing entity or official named in the Particular Condition s shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.</p>
<p>20.5 Obtaining Dispute Board’s Decision</p>	<p>If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.</p> <p>For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.</p> <p>Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).</p> <p>Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.</p> <p>If either Party is dissatisfied with the DB’s decision, then either Party may, within 28 days after receiving the decision, give a Notice of</p>

	<p>Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give a Notice of Dissatisfaction to the other Party.</p> <p>In either event, this Notice of Dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7 [Failure to Comply with Dispute Board's Decision] and Sub-Clause 20.8 [Expiry of Dispute Board's Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a Notice of Dissatisfaction has been given in accordance with this Sub-Clause.</p> <p>If the DB has given its decision as to a matter in dispute to both Parties, and no Notice of Dissatisfaction has been given by either Party within 28 days after it received the DB's decision, then the decision shall become final and binding upon both Parties.</p>
20.6 Failure to Comply with Dispute Board's Decision	<p>In the event that a Party fails to comply with a final and binding DB decision, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.9 [Arbitration]. Sub-Clause 20.5 [Obtaining Dispute Board's Decision] and Sub-Clause 20.6 [Amicable Settlement] shall not apply to this reference.</p>
20.7 Expiry of Dispute Board's Appointment	<p>If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DB in place, whether by reason of the expiry of the DB's appointment or otherwise:</p> <p>(a) Sub-Clause 20.5 [Obtaining Dispute Board's Decision] and Sub-Clause 20.6 [Amicable Settlement] shall not apply, and</p> <p>(b) the dispute may be referred directly to arbitration under Sub-Clause 20.9 [Arbitration].</p>
20.8 Amicable Settlement / Conciliation	<p>Where a Notice of Dissatisfaction has been given under Sub-Clause 20.5 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 20.5 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.</p>
20.9 Arbitration	<p>Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.6 above and in respect of which the DB's decision (if any) has not</p>

	<p>become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:</p> <p>(a) if the contract is with foreign Contractors,</p> <p>(i) for contracts financed by all participating Banks except under subparagraph (a) (2) below: international arbitration (1) with proceedings administered by the arbitration institution designated in the Particular Condition s, and conducted under the rules of arbitration of such institution; or, if so specified in the Particular Condition s, (2) international arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or (3) if neither an arbitration institution nor UNCITRAL arbitration rules are specified in the Particular Condition s, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules</p> <p>(b) if the Contract is with domestic Contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.</p> <p>(c) Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.5 million and to a panel of three Arbitrators if total value of claims is more than Rs.5 million. The Employer shall provide a panel of three arbitrators which may also include Employers officers for the claims up to Rs.5 million and a panel of five Arbitrators which may also include Employer officers for claims of more than Rs.5 million. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence nor did 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 & giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The arbitration proceedings shall be held in</p>
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	<p>Nagpur only. The language of proceedings that of documents and communication shall be English.</p> <p>(d) 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 Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor.</p> <p>(e) 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. The award shall be made claim wise and will be a speaking award.</p> <p>The place of arbitration shall be the neutral location specified in the Particular Conditions; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].</p> <p>The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.</p> <p>Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.</p> <p>Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.</p>
<p>20.10 Sub-Clause Arbitration Fees</p>	<p>The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer.</p>
<p>20.11 Sub-Clause Jurisdiction of Courts</p>	<p>Where recourse to a Court is to be made in respect of any matter, the jurisdiction of court shall be: High Court of Judicature at Bombay – Nagpur Bench, Nagpur.</p>
<p>20.12 Sub-Clause Suspension of Work on</p>	<p>The reference to Conciliation / Arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of</p>

Account of Arbitration	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.
20.13 Sub-Clause Notice of Contractor	<p>a. All notices to the Contractor, shall be served by post or telex or telefax /E-Mail/Registered Post on address of communication provided in bid or further local address for communication 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 above.</p>
20.14 Sub-Clause Notice to Employer & Engineer	All Notices to the Employer or Engineer shall be served by post or telex or telefax /E-Mail/Registered Post on address of communication provided in bid or any change thereafter or by delivering by hand to the address nominated for the purpose.
20.15 Sub-Clause Change of address	Parties to the contract may change the nominated address by employer with a notice to all concerned.

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT, PHASE-2)****BID DOCUMENTS****FOR****Name of work:-**

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.(-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Ele-04/2023**Part-III: Conditions of Contract and Contract Forms
Section –IX: Particular Conditions of Contract (PC)**

Maharashtra Metro Rail Corporation Limited
Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA

Website: www.metrotrainnagpur.com

Particular Conditions of Contract

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

S.No	Name	GCC Sub Clause No.	Description
1	Employer's name and address	1.1.2.2 & 1.3	Maharashtra Metro Rail Corporation Limited, "Metro Bhawan", East High Court Road (VIP Road), Near Dikshabhoomi, Ramdaspath, Nagpur-440010, Maharashtra, INDIA
2	Engineer's name and address	1.1.2.4 & 1.3	<i>(to be nominated by employer after award of work)</i>
3	Bank's name	1.1.2.11	Equity of GOI & GOM
4	Borrower's name	1.1.2.12	Maharashtra Metro Rail Corporation Limited.
5	Time for Completion	1.1.3.3 & 8.2	24 (Twenty-Four) Months from the date of issue of LOA
6	Defects Notification Period (Defect Liability Period)	1.1.3.7	24 (Twenty-Four) months from the date of Completion of Work, as certified by the Engineer. During the Defects Liability Period the Contractor shall rectify/ replace the defective works without claiming any cost for the defective works fulfill his obligations during the Defects Liability Period as laid down in GC and Works Requirements.
7	Sections	1.1.5.6	Reach-4A
8	Country	1.1.6.2	India
9	Site	1.1.6.7	Nagpur Metro Rail Project, Phase-2
10	Climatic Conditions	1.1.6.11	"Climatic Conditions" is defined as follows: Environmental Exposure condition: As per DBR & Relevant Code of Practice. Earthquake Seismic Zone II
11	Cost Plus Profit	1.2 (g)	<i>(Not applicable)</i>

12	Electronic transmission	1.3 (a)	Electronic transmission shall be in the form of scanned copy of original documents, Letters, Mail, Post communicated through authorized E-Mail IDs of Parties or uploaded appropriately at E-Tender portal of Maha-Metro (as the case may be)
13	Address for the recipient's communication	1.3(b)	<u>Address of Employer</u> Maharashtra Metro Rail Corporation Limited, "Metro Bhawan", East High Court Road (VIP Road), Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA, E-Mail ID : md.nmrcl.tenders@gmail.com Website: www.metrorailnagpur.com E-Tender Portal: http://mahametrorail.etenders.in <u>Bidder's Address</u> <i>(Bidder to submit along with the bid)</i>
14	Governing Law	1.4	Acts and Laws of India
15	Ruling language	1.4	English
16	Language for communications	1.4	English
17	Time for entering in Contract Agreement and relevant forms	1.6	Time for entering in Contract shall be not more than 28 Days from date of issue of LOA Relevant forms are given in Contract Form Section of Bid Document
18	Delayed Drawings or Instructions	1.9(a)	In addition to the provision in the GCC following shall be applicable: For any delay due to delayed drawings or instructions, Contractors will be entitled to only reasonable extension of time Sub-Clause 8.4 [Extension of Time for Completion] and no monetary claims whatsoever shall be paid or entertained on this account.
19	Applicable Law	1.13	Acts and Laws of India
20	Engineer's Duties and Authority	3.1	The Engineer shall manage, monitor & implement the Contract Agreement on behalf of Employer and obtain the specific approval of the Employer regarding all contractual, technical & financial matters associated with work as & when required. The Engineer shall be nominated by Employer after award of work to contractor.
21	Procedure of variation	3.1 (b) (ii)	Provided in subsequent paras below

22	Part of work to be designed by contractor	4.1	As described in Work Requirement & Financial Bid
23	Performance Security	4.2	<p><u>In addition to existing Sub –Clause 4.2 of GCC</u></p> <p>The performance security will be in the form of Bank guarantee of the amount(s) at 10% (Ten percent) of the Accepted Contract Price drawn in favour of Maharashtra Metro Rail Corporation Limited and in the same currency (ies) of the Accepted Contract Price, issued from scheduled commercial bank of Indian or Foreign origin (Except Cooperative Bank) having business office in India. (Latest guidelines issued by GOI in this regard shall be applicable)</p> <p>Once The variation approved under Cl. 13.3 (GCC/PCC) exceeds beyond 25% of the Contract Price, contractor shall submit the additional Performance Security to cover entire amount of approved variation at the rate stated above.</p>
24	(Additional sub-clause) Parent Company Guarantees/ Warranties and Undertakings	4.2 (a)	<p>(Applicable if Contractor is Subsidiary & bidding on behalf of a Parent Company using credential of a Parent Company, which has been specifically permitted by Employer)</p> <p>Within 30 days of the date of Letter of Acceptance of the Bid, the Contractor shall submit to the Employer:</p> <p>(a) 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 Bid and against which the Employer shall have raised no-objection.</p> <p>(b) 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 Bid and against which the Employer shall have raised no objection.</p> <p>(c) A warrantee in the approved format from the Contractor.</p> <p>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.</p> <p>The forms of Contractor warranty shall be in the format given in the Section X: Contract Forms.</p>

25	(Additional sub-clause) Failure to submission of Performance Guarantee, Parent Company/ Guarantees, Warranties and Undertakings	4.2 (b)	Notwithstanding any other provision of the Contract: (a) submission by the Contractor of the requisite Performance security, parent company Undertakings and written parent company Guarantees / warranties 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 / warranties 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 to proceed with the Works, and the Contractor shall not be compensation whatsoever as a consequence of such suspension or termination
26	Subcontractors	4.4	Refer Form-13 of Section- X
27	Progress reports	4.21	In addition to Monthly progress report, employer may ask weekly progress report.
28	Normal working hours	6.5	Normal working hours are 8.00 Hrs. to 17 Hrs. The Contractor, if required, shall carry out work during night hours or in shifts. The Contractor shall not be entitled to any claim in addition to the Accepted Contract Price on account of night/shift working.
28. a	Testing	7.4	In addition to the provisions in the GCC: Wherever, Maha-Metro has in-house testing facility, all testing has to be done in the said facility. In case any specific testing is not possible , the tests are to be done from any laboratory listed in Annexure-IX-F
29	Commencement of Works	8.1	The Commencement Date shall be: Date given in LOA
30	Delay damages for the Works	8.7	Delay damages is applicable as detailed in Key dates (Annexure IX-G).
31	Maximum amount of delay damages	8.7	10 % of the Contract Price.
32	Consequences of Suspension	8.9	<u>Add to Sub Clause 8.9:</u> The Contractor shall not be entitled to extra cost (if any), other than provided below incurred by him, except as stated below during the period of suspension of work, if such suspension is: a. Provided for in the Contract, or

			<p>b. necessary for proper execution of works or by reasons of weather condition or by some default on the part of the Contractor, or</p> <p>c. necessary for the safety of Works or any part thereof or</p> <p>d. 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</p> <p>e. to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities.</p>																									
			<table border="1"> <thead> <tr> <th>Sr. No</th> <th>Suspension Period</th> <th>Extension of Time</th> <th>Compensation for the suspension period</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Up to 14 days</td> <td>No</td> <td>No</td> <td>Engineer may give extension of time in exceptional circumstances</td> </tr> <tr> <td></td> <td>15-30 days</td> <td>yes</td> <td>No</td> <td>extension of time as considered proper by the Engineer</td> </tr> <tr> <td></td> <td>Above 30 days</td> <td>Yes</td> <td> <ul style="list-style-type: none"> As per Daily rate of wages for idle labour/ employees. 70% of the rate for hire charges for idle plant and machinery (excluding cost of fuel and lubricants) 15% above all these items to Cover Overhead costs </td> <td>Compensation as assessed by the Engineer on submission of documentary proof by the contractor to engineer's satisfaction</td> </tr> <tr> <td></td> <td>Above 90 days</td> <td>No</td> <td>As per Clause no 13.3.4</td> <td>Contractor may ask for closure of the contract, or deletion from the Contract of that part of works which has been suspended</td> </tr> </tbody> </table>	Sr. No	Suspension Period	Extension of Time	Compensation for the suspension period	Remarks	1	Up to 14 days	No	No	Engineer may 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"> As per Daily rate of wages for idle labour/ employees. 70% of the rate for hire charges for idle plant and machinery (excluding cost of fuel and lubricants) 15% above all these items to Cover Overhead costs 	Compensation as assessed by the Engineer on submission of documentary proof by the contractor to engineer's satisfaction		Above 90 days	No	As per Clause no 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
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33	Defect Liability	11.1(j)	A penalty of Rs.10,000/- per day in DLP period, will be imposed if Defect / complaint is not attended and complied within the time specified in the notice for rectification of the defect.																									

<p>34</p>	<p>Variation Procedure</p>	<p>13.3</p>	<p>Variation Procedure</p> <p><u>In further addition to existing Sub –Clause 13.3 of GCC</u></p> <p>“Employer’s Variation” means a change in the Works Requirements which makes necessary alteration or modification of the Design, quality or scope of Works as described by or referred to in the Works Requirements. Changes to any sequence, method or timing of manufacture, testing and Commissioning including Integrated Testing and Commissioning and changes to any part of the Site or access thereto will not constitute Employer's Variation.</p> <p>An Employer's Variation shall be requested and implemented in accordance with and subject to the following provisions:</p> <p>within 14 days (or such other period as the Engineer may allow) of the Engineer informing the Contractor in writing of the intention to request an Employer's Variation, the Contractor shall notify the Engineer in writing whether in his opinion the Employer's Variation would, if ordered:</p> <ul style="list-style-type: none"> (i) give rise to any entitlement to an extension of time; or (ii) affect the achievement of any Milestone; or (iii) give rise to any entitlement to additional payment; or (iv) affect the warranties of the Contractor set out in Conditions of Contract, <p>and shall submit his proposals as to the terms upon which he would agree to implement the Employer's Variation.</p> <p>The Engineer shall, as soon as practicable after receipt of proposals under sub-clauses 13.2 and / or 13.3, respond with approval, rejection or comments. 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. 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</p>
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			<p>variation, only cost for design to the extent of work done will be paid to the Contractor.</p> <p>Until such time an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.</p> <p><u>Detail Procedure for Variation in Quantities & Work</u></p> <p><u>1. Variation of Quantities in Existing BOQ items under the Contract</u></p> <p>The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. Some items /group of items may have to be altered, added or omitted. 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, alterations or omissions in the Bill of Quantities, individual items or Group of Items, specified in the Bill of Quantities.</p> <ol style="list-style-type: none"> i. At the accepted rates of the Contract for Positive variation in quantities to the extent of 25%, except in the case of foundation works. Unless otherwise specifically provided for in the Bill of Quantities or elsewhere in the Contract, the variation of 25% shall be applicable to a group of items (Each schedule as a whole shall be treated as a Group Of Items) mentioned therein and not to individual items. In case of variation in quantities on minus side, contract rates will be payable for executed quantities. ii. In case of foundation work, no variation limit applies and Contractor shall carryout the Work, at rates stipulated in the Contract irrespective of any variation. iii. 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. iv. For items against which the quantity given in the Bills of Quantities is “if or as required”,
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			<p>there shall be no increase/decrease of rates whatever be the quantity finally executed.</p> <p>v. Variation in the quantity of items individually costing up to 1% of the total contract value, shall be payable at the rates stated in the Contract notwithstanding the magnitude of variation up to 2% of the original Contract Value for each item.</p> <p>vi. In case the variation in the group of items (except the case describe in 1.(v) above), is more than 25% on positive side, the rate for the varied quantity of individual items of that particular group varying beyond 25% shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity.</p> <p>2. <u>Variation due to New Items /NS Items</u> In all cases where new 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, at least 14 days before the need for their execution arises.</p> <p>i. If Employer/ Engineer finds that any extra items / NS Item, which is not included in the BOQ Schedules of this contract and is required to be executed, it may be done at:</p> <p>a. Latest Schedule of Rate of CPWD – DSR with applicable guidelines and circular / amendments /correction / latest revision / latest publication at the time of execution of the work or</p> <p>b. Latest Schedule of Rate of Maharashtra PWD / MJP with applicable guidelines and circular / amendments /correction / latest revision / latest publication at the time of execution of the work or</p> <p>c. rate for similar items available in Bill of Quantities of the accepted tenders duly updated to current price level at 5% Simple interest per year (in the above sequence).</p> <p>d. No Price Variation shall be applicable on rates of Items derived under “a” or “b” above. Whereas, rates derived under “c” above shall be fixed for the period of 18 months from the issue of Variation Order and shall be reviewed for further period if required-</p>
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			<p>ii. In case, the above is not possible, following steps are to be followed to arrive rates of such items</p> <ul style="list-style-type: none"> 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 (i), (ii), (iii) and (iv) above is added as Contractor's overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free of cost to the Contractor. f. If the said Extra Items /NS Item are executed / supplied by a sub-contractor / sub agencies complete in all respect on behalf of the Contractor then an amount of 8% shall be added to the billed rate /amount of Sub-Contractor / supplier/ sub-agencies and paid to Contractor under a Sub Contract agreement with Contractor. <p>3 (i) In the event of disagreement in respect of determination of rate, the Engineer shall fix such rates or prices 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</p>
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			<p>Contractor shall have no claim to execute extra quantities /new items/NS Items and the Engineer shall be free to get such additional quantities beyond 25% and new items / NS Items executed through any other agency appointed by Employer. 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 / NS 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.</p> <p>3(ii) The Contractor shall furnish sufficient information in terms of rates /prices of the works, equipment /components manufactured by the contractor or sourced from the Vendors/Sub-contractors such as: estimated man-hours, man-hours rates for manufactured items, design costs, basic rate of materials, sub-assemblies, taxes, duties, overheads & profits and inflation rate, so as to establish the reasonableness of the variation price. In assessing work covered by any sub-contract, the Engineer shall have, where he deems necessary, access to the original sub-contract conditions, rates, prices and details of the variation claimed and may direct the Contractor to provide a copy of the same, to assist in evaluating any Variations.</p> <p>3(iii) Any agreement between the Engineer and the Contractor as to the terms upon which an Employer's Variation may be implemented shall have no contractual or other legal effect, until it is in writing and is signed by the Contractor and the Engineer. The Engineer before signing such agreement shall take prior approval of the Employer. The terms of this agreement will be binding upon the Contractor and the Employer. This agreement shall determine the amount which should be added to or deducted from the relevant Cost Centre Amount and/or the revisions (if any) which should be made to the Milestone Payment Schedules as a result of the Variation.</p>
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			<p>3(iv) In the event of the Engineer and the Contractor failing to reach agreement on the revisions to be made to the Cost Centre Amounts, the Engineer shall, with the approval of the Employer, determine the amount which should be added or deducted from the relevant cost centre amount which shall be binding on the contractor. In case the Contractor supplies part/ incomplete information or refuses to supply the required information, Engineer shall determine the cost of Variation based on the information available to him from any sources which in his judgment can be used to determine the case. The Contractor shall proceed with the Work irrespective of whether an agreement between the Engineer and Contractor as to the terms and price of the variation have been reached or not but may submit his Claim if necessary, in accordance with Sub-clause 20 of GCC.</p> <p>3(v) If the Engineer withdraws the request for an Employer's Variation, the Contractor shall have no claim of any kind whatsoever arising out of or in connection with any of the proposals made or any failure to reach agreement. In case the Employer's Variation involves omission of part of the Works, the agreement shall address the issue of reduction in the Contract Price.</p>
35	Provisional Sums (Overhead & Profit)	13.5.(b)(ii)	<p>i. An amount of 20% of items under sub clause 13.3.2(ii) (a), (b), (c) and (d) above is added as a Contractor's overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free of cost to the Contractor.</p> <p>ii. If the said Extra Items /NS Item are executed / supplied by a sub-contractor / sub agencies complete in all respect on behalf of the Contractor then an amount of 8% shall be added to the billed rate /amount of Sub-Contractor / supplier/ sub-agencies and paid to Contractor under a Sub Contract agreement with Contractor.</p>
36	Base Date	13.7	28th Day prior to last date of submission of bid

<p>37</p>	<p>Adjustments for Changes in Cost</p> <p>(this clause is not applicable to this tender)</p>	<p>13.8</p>	<p>In continuation to the provisions in GCC, following Procedure shall be adopted to determine the adjustment for change in Cost</p> <p>(this clause is not applicable to this tender)</p> <p>a) The rates as per the accepted Bill of Quantities / Pricing Document shall be applicable till the completion of the Works and will be varied only to the extent of permissible price variation under this clause, which will be applicable for the Schedules mentioned above from date of commencement of this contract. However, this adjustment shall be to the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Price Variation formula, the rates in the accepted Bill of Quantities / Pricing Document shall be deemed to include amounts to cover the contingency of such rise or fall in costs. The price variation will be payable only on the Indian currency component (no adjustment for foreign currency component) of the Contract Price as per the following price variation formula. <i>(it is clarified that, Price Adjustment calculated under this clause shall be paid only against the works executed after original completion period and only if the Extension of Time is approved by Maha-Metro for the reasons attributable to Maha-Metro)</i></p> <p>b) Payment as per the Contract shall be subject to adjustment in accordance with the following Price Variation formula, and other terms given herein, to provide for variation in the market rates of inputs like labour, materials and fuel / energy during the currency of the Contract:</p> $V = V_L + V_S + V_C + V_F + V_M$ <p>Where:</p> <table border="1" data-bbox="770 1832 1428 2016"> <tr> <td data-bbox="770 1832 882 1921">V</td> <td data-bbox="882 1832 1428 1921">Total adjustment on account of all components / factors</td> </tr> <tr> <td data-bbox="770 1921 882 2016">V_L</td> <td data-bbox="882 1921 1428 2016">Adjustment on account of labour component</td> </tr> </table>	V	Total adjustment on account of all components / factors	V _L	Adjustment on account of labour component
V	Total adjustment on account of all components / factors						
V _L	Adjustment on account of labour component						

				$= p * R * \frac{l - l_o}{l_o}$
			V_S	Adjustment on account of steel component $= q * R * \frac{W_s - W_{so}}{W_{so}}$
			V_C	Adjustment on account of cement component $= r * R * \frac{W_c - W_{co}}{W_{co}}$
			V_F	Adjustment on account of fuel / lubricant component $= s * R * \frac{W_f - W_{fo}}{W_{fo}}$
			V_M	Adjustment on account of other materials, machinery and machine tools component $= t * R * \frac{W_m - W_{mo}}{W_{mo}}$
			p	Cost coefficient of labour to the total cost = 0.20
			q	Cost coefficient of Steel to the total cost = 0.25
			r	Cost coefficient of Cement to the total cost = 0.17
			s	Cost coefficient of Fuel & Lubricants to the total cost = 0.05
			t	Cost coefficient of other Materials, machineries, tools and plants. = 0.18
			Note: p + q + r + s + t = 0.85, balance 0.15 shall be the fixed component	
			R	Gross value of the work done by the Contractor for the period of work under consideration, after excluding the cost of

				any materials supplied free or at fixed rate to the Contractor.
			l_o	Consumer Price Index for Industrial workers (with Base 2016=100), published in the bulletin Labour Bureau of India, as applicable to place / region of work for the month in which the Original Completion period gets over.
			l	Average of monthly Consumer Price Index for Industrial workers (with Base 2016=100), published in Labour Bureau of India, as applicable to place / region for the period of work under consideration
			W_{so}	All India Price Index (with base Oct'2012 = 100) for Reinforcement Bars TMT Fe 500D, issued by CPWD for the month in which the Original Completion period gets over.
			W_s	All India Price Index (Average) (with base Oct'2012 = 100) for Reinforcement Bars TMT Fe 500D, issued by CPWD for the period of work under consideration. This shall be applicable for all types, all grades and all diameters of reinforcement steel. These indices issued for Delhi shall be applicable for all works of NMRP Phase-2
			W_{co}	Wholesale Price Index (with base 2011-12 = 100) for Cement, Lime and Plaster issued by Reserve Bank Of India for the month in which the Original Completion period gets over.
			W_c	Wholesale Price Index (Average) (with base 2011-12 = 100) for Cement, Lime and Plaster issued by Reserve Bank Of India for the period of work under consideration
			W_{fo}	Whole Sale Price Index for Fuel & Power (with base 2011-12 = 100), as published in the RBI Bulletin for the month in which the Original Completion period gets over.
			W_f	Whole sale Price Index (Average) for Fuel & Power, (with base 2011-12 =

			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td>100) as published in the RBI Bulletins for the period of work under consideration</td> </tr> <tr> <td>W_{mo}</td> <td>Whole Sale Price Index for Machinery for Mining, Quarrying and construction (with base 2011-12 = 100) as published in the RBI Bulletin, for the month in which the Original Completion period gets over.</td> </tr> <tr> <td>W_m</td> <td>Wholesale Price Index (Averages) for Machinery for Mining, Quarrying and construction (with base 2011-12 = 100) as published in the RBI Bulletin for the period of work under consideration</td> </tr> </table> <p>c) Period of Work under consideration will mean as under:</p> <ol style="list-style-type: none"> i. In the case of first "On-account Bill" the period from the months in which the Bid was opened to the month of measurement of first bill. ii. In the case of second and subsequent "On-account" and Final bills, the Period from the month of measurement for previous bill to the month of measurement of that bill. iii. Responsibility of arranging the RBI Bulletins as desired by the Employer or the Engineer shall rest with the Contractor. <p>d) Procedure in case of delay in Availability of final RBI indices:</p> <p>Where the final Price Indices are not available in the Reserve Bank of India Bulletins, while making payment towards on-account bills, payment towards Price Variation will be made on provisional basis based on the indices available, to be adjusted in subsequent bills as and when the final indices figures become available.</p> <p>e) Price Variation for Varied Items i.e. extra item / new items/NS Items</p> <p>No price variation clause shall be applicable to any extra item / new items/NS Items not originally included in the accepted Bill of Quantities / Pricing Document and for which the rates are fixed separately under Clause 13 of GCC.</p> <p>f) Adjustment on account of Price Variation:</p>		100) as published in the RBI Bulletins for the period of work under consideration	W_{mo}	Whole Sale Price Index for Machinery for Mining, Quarrying and construction (with base 2011-12 = 100) as published in the RBI Bulletin, for the month in which the Original Completion period gets over.	W_m	Wholesale Price Index (Averages) for Machinery for Mining, Quarrying and construction (with base 2011-12 = 100) as published in the RBI Bulletin for the period of work under consideration
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			<p>Adjustment on account of Price Variations may be positive (in which case extra amount shall be paid to the Contractor), or negative (in which case the amount of Price Variation shall be recovered from the Contractor). Adjustment on account of Price Variation shall be calculated separately, for each period, between two successive dates of measurements for bills and paid along with each bill or separately as claimed by the Contractor.</p> <p>After verifying the bill, the Engineer shall certify the adjustment amount and advise the same to the Employer along with the 'On Account' bill. Should any extra amount be due to Contractor, the Employer shall pay the same as far as possible within 28 days of certification by Engineer. Any amount due from Contractor on account of negative adjustment shall be recovered from his pending or other bills at the earliest.</p> <p>g) Price Variation during extended period of completion:</p> <p>The price adjustment as worked out above i.e. either increase or decrease will be applicable up to the stipulated date of completion of the work including the extended period of completion where such extension has been granted under Sub-Clause 8.4 & 8.5 of GC or it is specifically mentioned that extension is with price variation also. However, where extension has been granted under Sub-Clause 8.7 of GC, price adjustment will be due as follows:</p> <p>In case the indices increase above the indices applicable to a bill made on the last date of original completion period or the extended period under Sub-Clauses 8.4 & 8.5 of GC, the price adjustment for the period of extension under Sub-Clause 8.7 of GC will be limited to the amount payable as per the indices applicable to a bill made on the last date of the original completion period or the extended period under Sub-Clauses 8.4 & 8.5 of GC as the case may be.</p> <p>In case the indices fall below the indices applicable to a bill made on the last date of the original or extended period of completion, then the lower indices will be adopted for Price Adjustment for the period of extension under Clause 8.4 & 8.5 of GC unless the extension has been granted due to Contractor's fault.</p>
38	The Contract Price	14.1	<u>Add following to existing clause</u>

			<p>(e) The Contractor shall submit the proof of registrations under various fiscal and labour laws (whichever is applicable as per nature of work) like Income Tax, GST, Profession Tax, Central Excise, Import Export Code, Employee State Insurance, Provident Fund, Maharashtra Labour Welfare Fund, Local Body Tax (as the case may be) and shall submit an undertaking that he will get registered with the competent authority/ies for complying with various laws that are applicable.</p> <p>(f) The Contractor shall be solely responsible to find out and ascertain whether their supplies for Maha-Metro will qualify and be eligible for the concession duty benefits under Chapter 98.01 of custom Tariff Act for project Imports & shall manage the Custom Duty and Excise duty applicability and inclusion in their quoted price accordingly. After award of the Contract, Employer at the written request of a contractor shall facilitate the contractor for obtaining sponsoring / recommendation letter from the Ministry of Urban Development (MoUD) / GOM for getting themselves registered for availing Project Import benefits. However, the responsibility to avail the concessional benefits under Project Import or otherwise as extended in accordance with the law of the land shall solely rest with the Contractor.</p> <p>(g) Should the Employer, during execution of the contract, obtain a waiver of any taxes, if applicable, in full or part thereof, the Contractor will be advised on the process to be followed to obtain exemption /refund of such taxes, duties etc., from the concerned Authorities. In case of failure by the Contractor to obtain and remit the refund within reasonable time (to be decided by the Employer & intimated to contractor) to the Employer, the same will be recovered by the Employer from the amounts due as payment to the Contractor or as debt due from the Contractor. The decision of the Employer shall be final and binding. If the Contractor fails to take the required action to obtain refund or exemption, the Employer may take action in accordance with condition of Contract.</p> <p>(h) The Contractor shall maintain meticulous record of all the taxes and duties paid to various department in connection to this work and the same required to be submitted as and when required by the Employer.</p>
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			<p>(i) The Contractor also will have to submit 'No Dues Certificate' for the year / period as and when required by Employer.</p> <p>(ii) The full and final payment to Contractor will be made only after documents as required above are furnished by him and checked by Employer.</p> <p>(i) Customs and Excise: The Contractor shall submit</p> <ul style="list-style-type: none"> a. Certificate from Chartered Accountant with regards to payment of Customs / Excise Duty with respect to imports / manufacture of materials for Employer b. Copy of challans in regard to deposit of tax and Import Documents to be furnished along with the bills. c. Any duty drawback, export / import incentive, concession / exemption available to the Contractor to be passed on to MAHA-METRO. <p>(j) Labour Welfare Fund, ESI, PF and other labour related payments:</p> <ul style="list-style-type: none"> a. Primary responsibility for payment statutory dues or other dues within stipulated time shall be primary responsibility of the Contractor. b. Employer at no point of time shall be responsible for the same. c. Contractors shall certify on annual basis that there are no unpaid dues relating to persons working in Employer's work. d. Employer has a right to recover any unpaid dues from the Contractor in the event of default at his part. e. In case of System works where supply of items and execution is separately given in the scope of work, then the labour cess at the prevailing rates (currently 1%) shall be applicable for execution part of the work only. It will not be applicable for supply schedule of works. <p>(k) Income tax</p> <ul style="list-style-type: none"> a. All payments shall be subject to TDS provisions in force from time to time.
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			<p>b. The Bidders are expected to submit certificates from competent authorities for lesser / non-deduction of TDS.</p> <p>(l) Local Body Tax</p> <p>The Contractor shall certify on periodical basis that Local Body tax has been paid on all supplies to MAHA-METRO.</p>
39	<p>Advance Payment / Mobilization Advance</p> <p>(Not applicable to this tender)</p>	14.2	<p><i>(Not applicable to this tender)</i></p> <p><i>Following Shall replace the corresponding provision in GCC</i></p> <p>The Employer shall make an advance payment, as an interest free loan for mobilization and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions detailed as under.</p> <p>(a) <u>Mobilization Advance:</u></p> <p>interest free Mobilization advance shall be 10% of original contract value payable in two equal instalments of 5% (Five Percent) each in the currencies and proportions in which the Accepted Contract Amount</p> <p>Mobilization advance shall be paid against acceptable Bank Guarantee issued from a Scheduled Commercial Indian Bank or Schedule Commercial Foreign Bank (Except Cooperative Bank) having business offices in India. The value of Bank Guarantee taken towards security of “Advance Payment” / “Mobilization Advance” shall be 110% of the advance amount requested by the Contractor and valid for 60 Days beyond scheduled completion time. The validity of Advance Bank Guarantee shall be extended as per extended time of contract plus 60 days, if the Advance Amount is not recovered completely.</p> <p>The first installment shall be paid after award of Letter of Acceptance by employer and submission of Performance Guarantee / Security and Advance Bank Guarantee by Contractor.</p> <p>The second installment shall be paid on production of effective and proper utilization of the first installment duly accepted and certified (with or without</p>

			<p>modification) by the Engineer. The Contractor shall be required to submit the 'Utilization Certificate' of 1st installment along with Bank Guarantee @ 110% of 2nd installment, with his letter of request.</p> <p>The Contractor, once the 50% of mobilization advance has been recovered, shall have a onetime option to reduce the Bank Guarantee for the mobilization advance by the proportion to the amount recovered.</p> <p>(b) <u>Amortization / Repayment of Advance Payment</u></p> <p>The recovery of the Advance Payment shall be done in respective currencies and shall commence when 20% of the original contract value of the work has been paid in respective currencies (in addition to the Mobilization Advance) and shall be recovered by deduction of 20% of the amount of each Interim Payment, until the total of the Mobilization Advance is recovered before payment of 80% of Contract Price or before the expiry of original currency of contract whichever is earlier.</p> <p>(c) <u>Interest in case of delay in repayment of Advances</u></p> <ol style="list-style-type: none"> i. Should there be delay in the progress and completion of work due to reasons attributable to the Contractor, as a result of which it is not possible to recover the advance amount within the assigned time period of completion, then the interest @ MCLR (One Year Rate) +2%, (Marginal Cost of Funds Based Lending Rate) of SBI, shall be recovered from the Contractor on balance advance amount for extended period of work till the re-payments of entire amount completes. ii. MCLR shall be applicable at the prevailing rate on the date of payment of advance amount in Contractor's account. iii. If the contract is terminated due to default of the Contractor, the 'Mobilization Advance' would be deemed as interest bearing advance @ MCLR +2%. The interest will be calculated from the first day of the month in which an advance is paid to the Contractor and it will be calculated
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			<p>up to the last day of the month in which the recovery is made.</p> <p>(d) <u>Failure of contractor to repay the Advance Amount</u></p> <p>i. If the Contractor fails to repay the advance amount within the stipulated period of repayment as described above in Sub-Clause no. 14.2 (b) or its further extension by Employer, in such events Employer is empowered to encash the Bank Guarantee submitted by Contractor against the Advance Payment.</p> <p>ii. Employer is also empowered to encash the Advance Bank Guarantee, if the Contract is terminated or foreclosed or whatever the reasons and Advance Amount is not repaid by Contractor</p>
<p>40</p>	<p>Schedule of Payments</p>	<p>14.4</p>	<p><i>(Following Shall replace the corresponding provision in GCC)</i></p> <p>The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour, all leads and lifts involved and if further necessitated scaffolding, plant, Machinery, supervision, service works, power, etc. and to include all expenses to cover the cost of night and round the clock work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the tenderers will not entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether member in the employment of any Public Works Department or not) or on the ground of any failure on this part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of the tender. The mode of measurements has been indicated in the specification.</p> <p>A) Running Bill : Two Payments in a month will be granted by the Engineer-in-charge if the progress is</p>

			<p>satisfactory. Contractor should submit bills to the Engineer –in –charge in appropriate forms. The payment will be entertained by the department.</p> <p>B) Final Bill: The contractor should submit final bill within one month after completion of the work and the bill will be paid within 3 months if it is in order. Disputed item and claims if any shall be excluded from the final bill and settled separately later on.</p> <p>Bills for extra work or for any claim shall be paid separately apart from the Interim bill for the main work. The payment of bills for the main works shall not be withheld for want of decision on the extras or claims not covered in the appendices.</p> <p>Claims for extra work shall be registered within 30 days of occurrences of the event. However, bills for these claims including supporting data/details may be submitted subsequently.</p>
41	Percentage of Retention	14.3 (c)	0% (Zero percentage) (No retention from bill is applicable in this contract)
42	Limit of Retention Money	14.3 (c)	0% (Zero percentage) (No retention from bill is applicable in this contract)
43	Plant and Materials intended for the Works	14.5	Not applicable to this tender
44	Deleted	Deleted	deleted
45	Minimum Amount of Interim Payment Certificates	14.6	0.5% of the Contract Price
46	Payment of retention Money	14.9	Not applicable to this bid
47	Currencies of Payment	14.15	The Contract Price shall be paid in the currency(ies) named in the Contract i.e., INR (Indian Rupees)

48	Currencies of Payment	14.15	In item no. (e) of Sub-Clause 14.15 the “Central Bank of the country” would mean the Reserve Bank of India and the base date will be the date of submission of the bill.
49	Limit of Liability	17.6	100% of the Total Contract Price
50	Use of Employer’s Accommodation /Facilities	17.7	No accommodation/ facilities shall be provided by employer.
51	General Requirement for insurance	18.1	The insurance servicing for this contract for CAR and other Insurances are being entrusted to Government Insurance Fund on co-insurance cum-servicing basis with Government owned Insurance companies. The contractor will have to necessarily avail the insurance service as above.
52	Prime beneficiary of Insurance, Insuring Party & Other Party	18.1	Prime beneficiary of Insurance: Maharashtra Metro Rail Corporation Limited Contractor shall be “Insuring Party” Maha- Metro shall be “Other Party”
53	Periods for submission of insurance:	18.1	In addition to the provisions in GCC, following shall be applicable: i. Evidence of insurance : 30 days from Commencement Date ii. Submission relevant policies : 60 days from Commencement Date iii. If the Contractor is insuring party & fails to submit the policy of insurance within 60 days or submit the policy for lesser period or does not extend adequately, a penalty for such uninsured period as well as delay beyond 60 days shall be recovered at “per day basis”, proportionate to amount of premium payable for the work from any monies due to the Contractor or if the amount is not sufficient the Performance Guarantee shall be retained by Employer till Contractor pays the dues towards renewal of these insurances.
54	Maximum Permissible Deductibles	18.2 (d)	INR 05 Lakhs for each occurrence under CAR insurance Policy
55	CAR Policy	18.2 (g)	Applicable to this work

56	Validity of insurance policies	18.2 (i)	Till 06 (Six) Months beyond the expiry of DLP
57	Insurance against injury to persons and damage to Property	18.3	Upto INR 05 Lakhs per occurrence, with number of occurrences unlimited
58	Insurance for Contractor's Personnel	18.4	<p>Contractor shall obtain Employee's Compensation Policy (Workmen's Compensation Policy) as per Employees Compensation Act 1923</p> <p>The insurance shall be maintained in full force and effect during the whole time that the Contractor's Personnel are assisting in the execution of the Works. For any person employed by a Subcontractor, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for the Subcontractor's compliance with this Sub-Clause.</p> <p>This shall supersede the provision at 18.2 (i) of GCC only for the purpose of Employee's Compensation Policy</p>
59	<p>Amount of Professional Indemnity Insurance (PII) (for Design Work if applicable)</p> <p>(This Clause is not applicable to this tender)</p>	18.5(PC)	<p>(This Clause is not applicable to this tender)</p> <p>AOA (any one accident) limit equal to 6% of the contract value against Schedule 'B' (Lumpsum Component of Viaduct) of Price Bid in respect of 'design and construct' with AOY (any one year) limit of 2 incidents in a year. In the Professional Indemnity Insurance Policy, the deductible amount shall not be more than 5% AOA limit. All Policy shall be obtained within Four weeks from 'date of commencement' and shall be valid for five years after date of issue of 'Performance Certificate' or 3 years after commencement of commercial train operations whichever is later. Wherever the Contractor submits policy for shorter period / annual renewable policy, the same shall be renewed before its expiry date. In such situation, the performance guarantee shall be retained till required validity period. The Contractor's submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the performance guarantee.</p>
60	Optional Termination, Payment and Release	19.6	Replace "84 days" and "140 days" mentioned in the sub-clause with "184 days" and "340 days" respectively.

61	Dispute Board	20.3	Annexure-IX-A
62	The Dispute Board shall be comprised of	20.3	Annexure-IX-A
63	List of potential DB sole members	20.3	Shall be nominated by Employer
64	No legal action till Dispute Settlement Procedure is exhausted	20.3	Any and all Disputes shall be settled in accordance with the provisions of Clause 20. 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 20 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.
65	Appointment (if not agreed) to be made by	20.4	After failure of negotiation/ conciliations of mutual settlements the issues may be referred for arbitration.
65	Notice of Dispute	20.4	For the purpose of Sub-Clause 20.5, 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.
66	Two stages for Dispute Resolution	20.5	Disputes shall be settled through two stages: a. Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" (as amended from time to time) and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then; b. Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" (as amended from time to time) and in accordance with this Clause.
67	Rules of arbitration	20.9	Rules of Arbitration in accordance with the Arbitration and Conciliation Act 1996 and its amendments further.
68	Place of arbitration	20.9	Nagpur
69	Conciliation Procedure	20.7 & 20.9	As per Annexure-IX-B

70	Maintaining the Site	Additional Clause	<p>In general, the cleanliness, lighting, safety, security, drinking water, first aid etc. will be the responsibility of the contractor.</p> <p>The Contractor shall be responsible for maintaining the site. The daily sweeping and cleaning of the area under his possession/work shall be his responsibility.</p> <p>In case of repeated aberrations notices by the Engineer, a minimum penalty of Rs. 5000/- shall be imposed for each instance.</p>
71	EIA & SIA (This Clause is not applicable to this tender)	Additional Clause	<p>(This Clause is not applicable to this tender)</p> <p>The Employer will engage suitable agencies for performing Environmental Impact Assessment and Social Impact Assessment due to the Project. These agencies will suggest appropriate monitoring mechanism as well as mitigation measures for implementation by MAHA-METRO. The Contractor will be required to implement these measures as part of its obligation under SHE Manual / other relevant conditions. In case, implementing these measures are beyond the scope of work as detailed in Bidding Documents, the same shall be taken up as a Variation.</p>
72	Interface Requirements	Additional Clause	<p>The Contractor shall be responsible to interface with the other contractors as per the interface table provided in the contract. Employer will supervise/facilitate the coordination between the Contractor and other designated contractors. However, the Contractor will allow for liaison with, and modifications to his design to cater for the work of such other contractors. The list of interface items is indicative only (as per Annexure-VII-6) and the ultimate responsibility of commissioning lies with the Contractor.</p>
73	Pre-Completion Incentives	Additional Clause	<p>Deleted</p> <p>This clause is not applicable to this tender</p>
74	OHSAS: 18001 (This Clause is not applicable to this tender)		<p>(This Clause is not applicable to this tender)</p> <p>The contractor must obtain Health and Safety Certificate</p> <p>The contractor shall deploy at least two key personnel having Environment expertise of minimum ten years in sites management measure and the second one in social works with min. 10 year experience.</p>
75	Site Mobility		Annexure-IX-C
76	Site Office for Employer		Annexure-IX-C

77	Approved make/vendor		Annexure-IX-D
78	Approved make/vendor (Plumbing)		Annexure-IX-E (Not Applicable to this tender)
79	Approved Laboratory (Not Applicable to this tender)		Annexure-IX-F (Not Applicable to this tender)
80	Key Dates & Penalties (Not Applicable to this tender)		Annexure- IX-G (Not Applicable to this tender)
81	Design Requirements (Not Applicable to this tender)		Annexure-IX-H (Not Applicable to this tender)
82	IT/ 5D BIM Requirement of the employers (Not Applicable to this tender)		Annexure –IX-I (Not Applicable to this tender)

Annexure IX-A**A General Conditions of Dispute Board Agreement****1. Definitions**

Each "Dispute Board Agreement" is a tripartite agreement by and between:

- (a) the "Employer";
- (b) the "Contractor"; and
- (c) the "Member" who is defined in the Dispute Board Agreement as being:
 - (i) the sole member of the "DB" and, where this is the case, all references to the "Other Members" do not apply, or
 - (ii) one of the three persons who are jointly called the "DB" (or "Dispute Board") and, where this is the case, the other two persons are called the "Other Members".

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

4. General Obligations of the Member

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- (e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of

the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;

- (j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

5. General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows, in the currency named in the

Dispute Board Agreement:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) being available on 28 days' notice for all site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
 - (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
 - (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the Site, or another location of a meeting with the Other Members (if any);
 - (ii) each working day on Site visits, hearings or preparing decisions; and
 - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the

Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a Site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause

14.8 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall

take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

Annexure IX-B**Conciliation Procedure****No Legal action till Dispute Settlement Procedure is exhausted.**

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

Notice of Dispute

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

Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

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

Conciliation

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

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

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

Conciliation procedure

The Employer shall maintain a panel of Conciliators, who shall be from serving or retired Engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. There will be no objection if conciliator so nominated is a serving employee of Maha- Metro who would be Deputy HOD level officer and above. The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

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

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

Termination of Conciliation proceedings

The conciliation proceedings shall be terminated:

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

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne

equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

Arbitration

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

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

Further, it is agreed between the parties as under:

Number of Arbitrations: The Arbitral Tribunal shall consist of:

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

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/ Maha Metro, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of panel of arbitrators by Maha Metro then MD/Maha Metro shall appoint anyone Arbitrator from the panel of 03 Arbitrator as Sole Arbitrator.
- ii) In case of 03 Arbitrators:
 - a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/Maha Metro, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any name out

of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.

- b) Employer will decide the second Arbitrator. MD/ Maha Metro 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/Maha Metro 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, then upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director/ Maha Metro, Nagpur.
- 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/Maha Metro fails to act without undue delay, the MD/Maha Metro shall appoint new Arbitrator/ Arbitrators to act in his/ their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii) (c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- e) The Employer at the time of offering the panel of Arbitrator (s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor.

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

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

Or

A Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in Maha Metro or a

PSU with which Maha Metro has a business relationship) of any Engineering discipline or Accounts/ Finance Department, having experience in Contract Management or Retired Judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

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

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

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

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

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

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

The Award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

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

party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

Interest on Arbitration Award

Where the arbitral award is for the payment of money, No Interest shall be payable on whole or any part of the money for the period it is accrued, till the date on which the award is made.

Cost of Conciliation/ Arbitration

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

Jurisdiction of Courts

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

ANNEXURE-IX-C**SITE OFFICE AND FACILITIES FOR THE EMPLOYER/ENGINEER****1. General**

The Contractor shall provide and maintain camp office for the use of the Employer / Engineer contractors personnel. The details of the camp office & the other facilities are detailed in following paras. The Furniture's, equipment and software provided during the currency of contract will be the property of the contractor.

2. Site Office

- 2.1 Site office will be established or hired by the Contractor at a place decided by the Employer, within One (01) month from the date of commencement of the works.
- 2.2 The site office should remain open for 24 hours a day and 7 days a week i.e. round the clock till completion of work including Extension of Time with potable water, electricity & clean toilet facility.
- 2.3 Site Office will be minimum of 25 Sqm to accommodate minimum 6 persons including support staff of Engineer of Maha-Metro & inspecting officials.
- 2.4 Site office should be provided with proper electricity arrangement.

3. Furniture and other Office Equipment at Site offices:

The Contractor shall maintain the following furniture and equipment in the site office within one month of the date of commencement of the work upto a period of till completion of work including Extension of Time.

Description of Item	Nos.
Executive table (2000mm x1500mm)	1
Executive chairs	5
1500mm x 900mm double pedestal desk	2
1200mm x 900mm single pedestal desks	2
Visitors chair	6
First aid kits for up to 10 persons	2
Safety helmets	10

Safety harness	10
Safety Shoes	10
Day-glow safety waistcoat	10
Raincoat and Umbrella	10
Potable water dispenser (incl. water purifier)	1
Fire extinguishers - (As required confirming to the stipulations of Local authorities).	As per norms

After successful completion of work, the furniture and equipment to be taken back by contractor as there are contractors property.

4. Facilitating site inspection:

4.1 The Contractor shall provide **01 (One) numbers** of **Scorpio / Ertiga** model SUV having AC facility for the use of the Employer within one month from the date of commencement of the works up to completion of work including Extension of Time (Till Complete Closure of Contract). The Contractor will bear all expenses connected with the operation and the maintenance of this vehicle, including driver's wages overtime and other benefits, cost of the fuel, lubricant, repairs and maintenance, third party insurance, any other related expenses etc. to the satisfaction of the Engineer.

4.2 Road Transport

- a) The vehicles shall not more than two-year-old, should have taxi permit and delivered and maintained by the Contractor in good roadworthy condition including daily cleaning.
- b) The Contractor shall employ and make available competent drivers fully licensed to operate the vehicles as and when required by the Employer.
- c) The vehicles shall be licensed and insured for use on the public highway and shall have comprehensive insurance cover for any qualified driver authorised by the Engineer/ Employer together with any authorised passengers and the carriage of goods or samples. All the relevant and valid documents of the vehicle should any time be available with the driver and can be asked to show by the Employer anytime.
- d) The Contractor shall provide fuel, oil for running of each vehicle for **3000 kms monthly** and ensure maintenance in conformity with the vehicle manufacturer's recommendations and all relevant toll and parking charges incurred in connection

with the Works. The vehicle shall be provided **day and night (24 hours)** as an when required during breakdown time, emergency as required by the Employer.

5. Equipment for the Use of the Employer/Engineer

The Contractor shall provide new equipment and software as listed below and maintain them for the exclusive use of the Employer and the Engineer. The Contractor shall provide and maintain the following equipment for the use of the Engineer and the Employer within one month from the date of commencement of the works and till completion of work including Extension of Time. The equipment and software shall be the property of the Contractor.

a. Desktop Computers with UPS –One (01) Nos.

- Desktop computer with minimum specification of 23.8" LCD Colour monitor, i5 (9th Generation), 8 GB DDR4 RAM, 1TB HDD, 2GB Graphics Card, Genuine Windows 10, Genuine Anti-Virus, In-built or external Wifi device, wireless keyboard and mouse.
- 2 nos. of pen drives of 64 GB capacity and 1 nos. of Portable External Hard disk of 1 TB capacity each.

b. Printers – 1 nos. (A2 size)

The A2 size printer shall be all in one of Canon or HP make having features of Scanner, copier and Printer, with wi-fi enabled in them.

NOTE: -

1. No extra payment will be made for above facilities provided by the contractor stipulated in above point no. 1 to 5.

Annexure IX-D**Approved make/Vendor (Civil)**

1. Bidders / Contractors are advised to visit Maha-Metro Web Site to view the approved make of various categories. URL of website is as under.

<https://www.metroinagpur.com/Vendors>

<https://punemetrorail.org/vendor-registration>

2. Apart from the above, all approved product / manufacturers/ vendors of MSEDCL are also acceptable.

Annexure-IX-E

(Not applicable to this tender)

Vendor List for Plumbing Works

Approved make/Vendor (Plumbing)

ANNEXURE-IX-F

(Not applicable to this tender)

List of approved Laboratories

Approved Laboratory

ANNEXURE-IX-G

(Not Applicable to this tender)

CONTRACT KEY DATES AND COMPLETION DATE

Annexure-IX-H

(Not applicable to this tender)

Design Requirements

Annexure- IX-I

IT / 5D-BIM Requirements of the Employer

(Not Applicable to this tender)

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT, PHASE-2)****BID DOCUMENTS****FOR****Name of work:**

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Ele-04/2023**PART 3:
CONDITIONS OF CONTRACT AND CONTRACT FORMS
SECTION X: CONTRACT FORMS**

Maharashtra Metro Rail Corporation Limited
Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA

Website: www.metro railnagpur.com

Section X. Contract Forms

Table of Forms

- 1. Notification of Award
- 2. Contract Agreement.....
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- 4. Advance Payment Security
- 5. Retention Money Security
- 6. Form of Designer’s Warranty
- 7. Parent Company Undertaking.....
- 8. Parent Company Guarantee
- 9. Contractor’s Warranty
- 10. Sub-Contractor’s / Vendor’s Warranty
- 11. Indemnity Bond
- 12. Guarantee for Safe Custody.....
- 13. Undertaking pertaining to engagement of Sub-Contractor

Contract Form-1

Notification of Award

LETTER OF ACCEPTANCE

[letter head paper of the Employer]

[date]

To: *[name and address of the Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our institution.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X – Contract Forms, of the Bidding Documents

Authorized Signature: _____
Name and Title of Signatory: _____
Name of institution: _____

Attachment: Contract Agreement

Contract Form-2**Contract Agreement**

THIS AGREEMENT made the _____ day of _____, _____, between Maharashtra Metro Rail Corporation Limited, Nagpur (hereinafter "the Employer" or Maha-Metro), of the one part, and _____ of _____ (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as _____ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, in the sum of *[insert Contract Price or Ceiling in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance (LOA)
 - (b) Accepted Financial Bid & Bill of Quantities
 - (c) Corrigendum / Addendum/ Clarifications
 - (d) the Particular Condition of Contract (PCC)
 - (e) the General Conditions (GC)
 - (f) the Work Specification & Employer's Requirement,
 - (g) the Drawings,
 - (h) Contractor's Submissions
 - (i) and any other reference documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction by approval of competent authority.

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy 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 or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Note:-

The costs of stamp duties and similar charges (if any) imposed by law and as per Stamp Duty Act (amended from time to time) of state in which the work is executed, in connection to entering into the Contract Agreement, shall be borne by the Contractor.

Contract Form-3**Performance Security****Option 1: (Demand Guarantee)****Beneficiary:** _____**Date:** _____**PERFORMANCE GUARANTEE No.:** _____**Guarantor:** _____

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably without any demure, reservation, context, recourse or protest and or without any reference to the contractor, undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Option 2: Performance Bond

By this Bond _____ as Principal (hereinafter called "the Contractor") and _____] as Surety (hereinafter called "the Surety"), are held and firmly bound unto _____] as Obligee (hereinafter called "the Employer") in the amount of _____, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the ___ day of _____, 20 _____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Contract Form-4**Advance Payment Security****BANK GUARANTEE FOR MOBILISATION ADVANCE**

To
Maharashtra Metro Rail Corporation Ltd.,
Regd Office: "Metro Bhawan", East High Court Road (VIP Road),
Near Dikshabhoomi, Nagpur-440010, Maharashtra, INDIA.

Bank Guarantee No. _____, dt. _____ for Rs. _____
(Rupees _____ only).

w.e.f. : _____
valid upto : _____
claim upto : _____

- In Consideration of M/s.Maharashtra Metro Rail Corporation Ltd., (hereinafter called "the Employer", which expression shall, unless repugnant to the context or subject thereof include his successor and assigns) having awarded M/s. _____ having its Registered Office at _____ (hereinafter referred to as "the Contractor", which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns), a contract by issue of Employers Letter of Acceptance No. _____ dated _____ and the same having been mutually accepted by the Contractor, resulting in a Contract bearing No. _____ for Rs. _____ (Rupees _____ only) for Contract _____ :
(Name of work) _____
(hereinafter called "the Contract") and the Employer has agreed to make an advance payment to the Contractor for performance of the said Contract amounting to Rs. _____ (Rupees _____ only) of Mobilisation Advance.
- We, _____ constituted under the _____ Act, 1955 having it's Corporate Centre and Central Office at _____ and one of it's Local Head Office at _____ and Branch Office at _____ (hereinafter referred to as "the Bank", which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or all monies payable by the Contractor to the extent of _____ of Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____ without any demur, reservation, context, recourse or protest and or without any reference to the Contractor.

3. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator and shall continue to be enforceable till the Employer discharges this guarantee. However, not later than expiry date of guarantee.
4. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting his guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and Contractor or any other course or demand or security available to the Employer. The Bank shall not be redeemed to its obligation under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid of any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the bank.
5. The Bank also agrees that the Employer at his option shall be entitled to enforce this Guarantee against this bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained herein:

- a) Bank liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only)
- b) This Bank Guarantee shall be valid upto _____.
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before _____.
- d) Thereafter all your rights under this guarantee shall be forfeited and we shall be released from all our liabilities hereunder irrespective of whether the guarantee in original is returned to us or not.

Dated _____.

Contract Form-5**Retention Money Security****Demand Guarantee**

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

RETENTION MONEY GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Beneficiary, for the execution of _____ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert thesecond half of the Retention Moneyorifthe amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money,thedifference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we,as Guarantor, hereby irrevocably without any demure, reservation, context, recourse or protest and or without any reference to the contractor, undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [insert amount in figures]()[amount in words]¹ upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract,without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

referred to above has been credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

This guarantee shall expire no later than the day of, 2...², and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

² *Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Contract Form-6**Form of Designer's Warranty**

THIS AGREEMENT is made the day of

BETWEEN:

- (1) [] [whose registered office is at]/[of] [] ("the Designer"); and
- (2) The Maharashtra Metro Rail Corporation Limited (together with its successors and assigns, "the Employer") of _____ [address].

WHEREAS:

- (a) By a contract _____ dated [] ("the Contract") made between (1) Maharashtra Metro Rail Corporation Limited ("the Employer") and (2) [] ("the Contractor"), the Contractor has agreed to design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works upon the terms and conditions contained in the Contract.
- (b) The Designer has had an opportunity of reading and noting the provisions of the Contract (other than details of the Contractor's prices and rates).
- (c) Pursuant to the Contract, the Contractor wishes to enter into an agreement with the Designer and Designer agrees to the wishes of the Contractor (the Consultancy agreement) to carry out the Contractor's obligations under the Contract in relation to the design and functions ascribed to the Designer in the Contract.
- (d) The Contract stipulates that the Contractor shall ensure that the Designer executes a warranty agreement in favour of the Employer.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the Employer not objecting to the Contractor and the Designer entering into the Consultancy Agreement, the Designer warrants and undertakes to the Employer that he has exercised and will continue to exercise all the skill and care to be expected of a professionally qualified and competent designer experienced in work of similar nature and scope as the Works in carrying out the design of the Works and in performing the other duties and functions ascribed to him in the Contract.
2. The Designer agrees that, in the event of the termination of the Contract by the Employer, the Designer will, if so required by notice in writing given by the Employer, except subject to Clause 4 the instructions of the Employer or his appointee to the exclusion of the Contractor in respect of the carrying out and completion of the Works upon the terms and conditions of the Consultancy Agreement.
3. The Designer further agrees that he will not, without first giving the Employer not less than 21 days' previous notice in writing, exercise any rights it may have to terminate the Consultancy Agreement or to treat the same as having been repudiated by the Contractor or to discontinue the performance of any duties to be performed by the Designer pursuant thereto. The Designer's right to terminate the Consultancy Agreement or to treat the same as having been repudiated or to discontinue the performance thereof shall cease if, within such period of notice and subject to Clause 4, the Employer shall give notice in writing to the Designer requiring the Designer to accept the instructions of the Employer or his appointee to the exclusion of the Contractor in respect of the carrying out and completion of the Contract Works upon the terms and conditions of the Consultancy Agreement.

4. Any notice given by the Employer under Clause 2 or 3 shall state that the Employer or his appointee accepts liability for payment of the fees payable to the Designer under the Consultancy Agreement and for performance of the Contractor's obligations under the Consultancy Agreement, including payment of any fees outstanding at the date of such notice.
5. The Employer shall be entitled to assign the benefit of this Warranty at any time without the consent of the Designer being required.
6. All documents arising out of or in connection with this Warranty shall be served:
 - (1) upon the Employer at [] marked for the attention of [];
 - (2) upon the Designer at [].
7. The Employer and the Designer may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
9. Except to the extent (if any) expressly permitted by the Consultancy Agreement, the Designer shall not sub-contract any of the Designer's obligations under the Consultancy Agreement without the prior written consent of the Employer's Representative.
10. Without prejudice to its obligations under this Warranty, the Designer shall maintain with well established underwriters of repute and on terms and conditions reasonably acceptable to the Employer, professional indemnity insurance (as per sub-clause 18.1 of the General Conditions) in respect of the Designer and its sub-consultants for Indian Rupees (*in words..... Rupees*) in relation to his design of the Works for any one occurrence or series of occurrences arising out of any one event from the date of notification of acceptance until 5 years after the issue of Performance Certificate for the whole of works. The Designer shall immediately inform the Employer if for any reason professional indemnity insurance is not maintained in accordance with this Warranty or becomes void or unenforceable.
11. Insofar as the patent, copyright or other intellectual property rights in any Design Data (as defined in the Contract), plans, calculations, drawings, documents, materials, computer software, know-how and information relating to the Works shall be vested in the Designer, the Designer grants to the Employer his successors and assigns a royalty-free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, construction, reconstruction, completion, reinstatement, extension, repair and operation of the Works). To the extent beneficial ownership of any such patent, copyright or other intellectual property right is vested in anyone other than the Designer or the Contractor, the Designer shall use his best endeavors to procure that the beneficial owner thereof shall grant a like licence to the Employer. Any such licence granted shall not be determined if the Designer shall for any reason cease to be employed in connection with the Works.
12.
 - (1) Any dispute or difference of any kind whatsoever between the Employer and the Designer arising out of or in connection with this Warranty shall be referred to arbitration in accordance with Clause 20 of GC "Claims, Disputes and Arbitration" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and the Designer.
 - (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed, the Employer may by notice in writing to the Designer require and the Designer shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.

- (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, statement of objection, determination, certificate, assessment or valuation by the Employer's Representative or the Contractor, relating to the dispute or difference.

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

THE COMMON SEAL of)
[Designer])
was affixed hereto in)
the presence of:-)

Contract Form-7**Parent Company Undertaking**

THIS UNDERTAKING is issued on the _____ day of _____

BY _____ [whose registered office is at] / [of] _____ ("the Parent Company").

infavour of

Maharashtra Metro Rail Corporation Limited together with its successors and assigns, (the Employer):

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

WHEREAS

(A) By a Contract for _____ in respect of Nagpur Metro Rail Project

Contract No: MAHA-METRO/ _____ ("the Contract") made between

(1) Maharashtra Metro Rail Corporation Limited (the "Employer")

and

(2) _____ (the "Contractor") the Contractor has agreed to design, execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of an undertaking in the terms hereof.

(C) The Parent Company is the beneficial owner of _____ % [see Note 1] of the issued share capital of [the Contractor] [see Note 2].

(D) At the request of the Contractor, the Parent Company has agreed to provide this undertaking.

NOW IT IS HEREBY UNDERTAKEN AND AGREED as follows:

1. In consideration of the Employer entering into the Contract with the Contractor, the Parent Company hereby undertakes to the Employer that, without the written consent of the Employer, it will not [and will ensure that none of the companies referred to in Recital (C) will] [see Note 5]:

- a. Sell, transfer, assign or otherwise dispose of or deal with ownership of the whole or any part of EITHER [the share holding or other interest in the [Contractor] [see Note 3] OR [the share holdings or other interests] [see Note 4] referred to in Recital (C) in any way which will affect the beneficial ownership and control in [the Contractor] [see Note 3] of the Parent Company [and the other companies referred to in Recital (C)] [see Note 5]; and

- b. take any action which may result in the Contractor being unable to comply with its obligations or perform in any way its duties under the Contract [or take any action which may result in [the Member forming part of the Contractor] [see Note 3] being unable to comply with its obligations or perform in any way its duties under the [Consortium or other relevant] agreement] [see Note 6]

until such time as the Works shall have been completed, all the Contractor's obligations under the Contract shall have been performed and the Defects Liability Period (as defined in the Contract) for the whole and every part of the Works shall have elapsed and further that it will ensure [that the Member forming part of the Contractor will take all steps necessary to ensure [see Note 6] compliance by the Contractor with the provisions of the Contract.

2. The obligations of the Parent Company under this Undertaking shall remain in full force and effect and shall not be affected or discharged in any way and the Parent Company hereby waives notice of:
 - a. any suspension of the Works, variation or amendment to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of [_____] [see Note 7]
 - b. any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - c. the termination of the Contract or of the employment of the Contractor and/or [_____] [see Note 7] under the Contract for any reason;
 - d. any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and/or [_____]] [see Note 7] or negligence by the Employer in enforcing any such right of action or remedy;
 - e. any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and/or [_____]] [see Note 7] under the Contract or any release or waiver thereof.
3. This Undertaking shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or [_____]] [see Note 7] and for the avoidance of doubt the Parent Company hereby authorises the Employer and the Contractor [and/or [_____]] [see Note 7] to make any such amendment, variation or supplemental agreement.
4. All documents arising out of or in connection with this Undertaking shall be served:
 - a. upon the Employer, at _____ marked for the attention of _____;
 - b. upon the Parent Company, at _____
5. The Employer and the Parent Company may change their respective nominated addresses for service of documents to another address but only by prior written notice to each other. All demands and notices must be in writing.
6. This Undertaking shall be governed by and construed according to the laws for the time being in force in India and the Parent Company agrees to submit to the exclusive jurisdiction of the courts at Nagpur, Maharashtra, India.

IN WITNESS where of this Undertaking has been executed as a deed on the date first before written.

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Notes:

(For preparation of but not for inclusion in the engrossment of this Undertaking)

1. If the Parent Company is not the immediate parent company, the chain of ownership must be recited, identifying each company in the chain and the shareholdings or other interests in each subsidiary.
2. If the Contractor is a Consortium, that fact and the Consortium or other relevant agreement must be recited. In such case, insert the name of the Members of the Consortium in respect of which the parent company undertaking is being given. In such a case, the parent company of each of the Members is required to give the undertaking.
3. If Note 2 applies, refer to the Member relating to that Parent Company (which is giving this undertaking) and not the Contractor.
4. If Note 1 applies, use this alternative.
5. If Note 1 applies, add this provision.
6. If Note 2 applies, add this provision.
7. If Note 2 applies, add this provision and insert the name of the Member.
8. The notarized copy of the board resolution of the Parent Company must also accompany this Undertaking. In case the Parent Company is a foreign entity, then such board resolution should be notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilised as per Hague Convention, as the case may be.

Contract Form-8

Parent Company Guarantee

THIS GUARANTEE is made the _____ day of _____

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

To Maharashtra Metro Rail Corporation Limited together with its successors and assigns, "the Employer") of:

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

WHEREAS

(A) By a Contract for _____ of Nagpur Metro Rail Project

Contract No: _____ ("the Contract") made between

(1) Maharashtra Metro Rail Corporation Limited (the "Employer")

and

(2) _____ (the "Contractor") the Contractor has agreed to design, execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of a guarantee in the terms hereof. [see Note 1]

(C) At the request of the Contractor, the Guarantor has agreed to guarantee performance of the Contract by the [Contractor] [see Note 2] as set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the Employer entering into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees to the Employer as a primary obligation and not as a surety due performance by the [Contractor] [see Note 2] of all of its obligations and liabilities under and in accordance with the Contract save that nothing herein shall be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the [Contractor] [see Note 2] in the Contract.
2. The obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Guarantor hereby waives notice of:
 - a. any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of _____] [see Note 3] under the Contract;

- b. any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - c. the termination of the Contract or of the engagement of the Contractor [and / or _____] [see Note 3] under the Contract for any reason;
 - d. any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and / or _____] [see Note 3] or negligence by the Employer in enforcing any such right of action or remedy;
 - e. any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and / or _____] [see Note 3] under the Contract or any release or waiver thereof.
3. This Guarantee shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or _____] [see Note 3] and for the avoidance of doubt the Guarantor hereby authorises the Employer and the Contractor [and/or _____] [see Note 3] to make any such amendment, variation or supplemental agreement.
4. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the [Contractor] [see Note 2] under the Contract and remain in full force and effect until all the said obligations and liabilities of the Contractor shall have been carried out, completed and discharged in accordance with the Contract. This Guarantee is in addition to any other security which the Employer may at any time hold and may be enforced without first having recourse to any such security or taking any steps or proceedings against the Contractor.
5. Until expiry of the Defects Liability Period (as defined in the Contract) for the whole and every part of the Works, the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Contractor [and/or _____] [see Note 3] for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Employer may have against the Contractor [and/or _____] [see Note 3] arising out of or in connection with the Contract until such time as such claims shall be satisfied by the Contractor [and/or _____] [see Note 3] or the Guarantor as the case may be. To that intent the Guarantor shall not claim or have the benefit of any security which the Employer holds or may hold for any monies or liabilities due or incurred by the Contractor [and/or _____] [see Note 3] to the Employer and, in case the Guarantor receives any sum from the Contractor [and/or _____] [see Note 3] in respect of any payment by the Guarantor hereunder, the Guarantor shall hold such sum in trust for the Employer for so long as any sum is payable (contingently or otherwise) under this Guarantee.
6. The Employer shall be entitled to assign the benefit of this Guarantee at any time without the consent of the Guarantor or the [Contractor] [see Note 2] being required.
7. All documents arising out of or in connection with this Guarantee shall be served:
 - a. upon the Employer, at _____ marked for the attention of _____;
 - b. upon the Guarantor, at _____ India [see Note 5]
8. The Employer and the Guarantor may change their respective nominated addresses for service of documents to another address but only by prior written notice to each other. All demands and notices must be in writing.

9. This Guarantee shall be governed by and construed according to the laws for the time being in force in India and the Guarantor agrees to submit to the exclusive jurisdiction of the courts at Nagpur, Maharashtra, India.

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

.....

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Notes:

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

1. If the Contractor is a Consortium, that fact and the Consortium or other relevant agreement and the relationship of the Guarantor to the concerned Members forming part of the Contractor must be recited.
2. If Note 1 applies, replace the word "Contractor" with name of the concerned Member of the Consortium being guaranteed.
3. If Note 1 applies, add additional wording and insert the name the concerned Member of the Consortium being guaranteed.
4. The notarized copy of the board resolution of the Guarantor must also accompany this Guarantee. In case the Guarantor is a foreign entity, then such board resolution should be notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilised as per Hague Convention, as the case may be.
5. The address for service shall be in India.

Contract Form-9

Contractor’s Warranty

THIS WARRANTY is made the _____ day of _____

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

To Maharashtra Metro Rail Corporation Limited together with its successors and assigns, "the Employer") of:

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

WHEREAS

(A) By a Contract for _____ of Nagpur Metro Rail Project

Contract No: ("the Contract") made between

(1) Maharashtra Metro Rail Corporation Limited (the “Employer”)

and

(2) _____ (the “Contractor”), the Contractor has agreed to design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) [See Note 3].

(C) At the request of the Employer and pursuant to the terms of the Contract the Contractor has agreed to provide this Warranty.

NOW IT IS AGREED AS FOLLOWS:

1. The Contractor hereby warrants and undertakes that:

- a. the Contractor will design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works in accordance with the terms of the Contract; and
- b. the Contractor owes a duty of care to the Employer in relation to the performance of its duties under the Contract; and
- c. the Contractor will rectify or replace free of cost to the Employer any defect or failure of equipment provided in the Works for a period of 24 months from the date of taking over of section of the Works; and
- d. the Contractor agrees that should any modification be required to any part of the construction work as a consequence of failure analysis, the aforesaid period of 24 months shall re-commence from the date when the modified part is commissioned into service if the date of modification is later than the date of taking over of last trainset, and such modification shall be carried out free of cost to the Employer in all sections;

and

- e. the Contractor shall maintain the manufacture & supply of spares (including those of its Sub-Contractors / vendors) for the equipment supplied in the Contract-work for at least 5 years from the date of Completion of the Contract; and
 - f. the Contractor has exercised and will continue to exercise in the design of the Works all the skill and care to be expected of a professionally qualified and competent designer experienced in work of similar nature and scope as the Works; and
 - g. the Works will, when completed, comply in all respects with the Employer's Requirements, the Contractor's Technical Proposals, the final Design Document and the intended use of the Works; and
 - h. the Works has been or will be designed and manufactured to the highest standards available using internationally proven up-to-date good practice; and
 - i. the Works will, when completed, comply with enactments and regulations relevant to the Works; and
 - j. no Materials generally known to be deleterious or not in accordance with good engineering practice have been or will be specified or selected or incorporated in the Works by the Contractor.
2. The liability of [the companies comprising [see Note 3]] the Contractor under this Warranty [shall be joint and several and [see Note 3]] shall not be released, diminished or in any way affected by any independent inquiry or investigation into the Works or any matter related to the Contract whether carried out by or on behalf of the Employer or any liability or right of action which may arise out of such inquiry or investigation.
 3. Insofar as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Works shall be vested in [the Contractor] [see Note 5], the [Contractor] [see Note 5] grants to the Employer its successors and assigns a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs, inventions or other information incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works of the Nagpur Metro Rail Project including without limitation the design, manufacture, installation, completion, testing and commissioning (including Integrated Testing and Commissioning) reinstatement, extension and the remedy of any defect in the Works. To the extent that beneficial ownership of any such copyright or other intellectual property rights is vested in anyone other than the [Contractor] [see Note 5], the [Contractor] [see Note 5], shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the [Contractor] [see Note 5], shall for any reason cease to be employed in connection with the Works.
 4. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Contractor, whether in tort or otherwise.
 5. Nothing contained in this Warranty shall vary or affect the Contractor's rights and obligations under the Contract.
 6. The address for service of all documents arising out of or in connection with this Warranty

shall be:

a. Upon the Employer at:

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

b. Upon the Contractor at _____ India. [Note 4]

- 7. The Employer and the Contractor may change their respective nominated addresses to another address in India but only by prior written notice to each other. All notices must be in writing.
- 8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
- 9.
 - (1) Any dispute or difference of any kind whatsoever between the Employer and the Contractor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the provisions relating to 'Conciliation and Arbitration' as set out in the General Conditions of Contract. "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and Contractor.
 - (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 9(1), the Employer may by notice in writing to the Contractor require and the Contractor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
 - (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objections relating to the dispute.
 - (4) Subject to the foregoing provisions of this clause 9, the Employer and the Contractor agree to submit to the exclusive jurisdiction of the Courts of India at Nagpur.

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

.....
Name:
Designation:
Date of Board resolution authorizing executant to execute this undertaking
Place:

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

- 1. If the Contractor is a Consortium,, each Member of such Consortium shall be a party and

liability under this warranty will be joint and several, with consequential grammatical changes.

2. If Note 1 applies, that fact and the Consortium or other relevant agreement must be recited.
3. Delete if Note 1 does not apply.
4. The address for service shall be in India.
5. If Note 1 applies, then insert the name of each Member.

Contract Form-10

Sub-Contractor’s / Vendor’s Warranty

(As applicable)

THIS WARRANTY is made the _____ day of _____

BY _____ [whose registered office is at] / [of] _____ ("the Sub-contractor") and

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

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

WHEREAS

(A) By a Contract for _____ of Nagpur Metro Rail Project

Contract No: ("the Contract") made between

(1) Maharashtra Metro Rail Corporation Limited (the "Employer")

and

(2) _____ (the "Contractor"), the Contractor has agreed to _____ and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) The Sub-contractor / vendor has had an opportunity of reading and noting the provisions of the Contract (other than details of the Contractor's prices and rates).

(C) Pursuant to the Contract, the Contractor wishes to enter into an agreement ("the Sub-contract") with the Sub-contractor / Vendor to carry out and complete a part of the Works as more particularly described in the Sub-contract ("the Sub-contract Works").

(D) The Contract stipulates that the Contractor shall obtain the consent of the Engineer before entering into the Sub-contract, and that the Contractor shall procure that the Sub-contractor executes a warranty in favour of the Employer.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the Engineer consenting to the Contractor and the Sub-contractor / Vendor entering into the Sub-contract, the Sub-contractor warrants and undertakes to the Employer that:

- a. he will execute and complete the sub-contracted Works / supply, and will carry out each and all of the obligations, duties and undertakings of the Sub-contractor / Vendor under the Sub-contract when and if such obligations, duties and undertakings shall become due and performable, in accordance with the terms of the Sub-contract (as the same may from time to time be varied or amended with the consent of the Employer); and

- b. he will supply to the Contractor and in specific cases wherever required to the Engineer with all information as may be required from time to time in relation to progress of the Sub-contract Works.
2. The Sub-contractor / Vendor undertakes to indemnify the Employer against each and every liability which the Employer may have to any person whatsoever and against any claims, demands, proceedings, loss, damages, costs and expenses sustained, incurred or payable by the Employer provided that the Sub-contractor / Vendor shall have no greater liability to the Employer by virtue of this Warranty than the liability of the Contractor to the Employer under the Contract insofar as and to the extent that the same has arisen by reason of the execution of the Sub-Contract or any breach by the Sub-contractor / Vendor of his obligations under the Sub-contract.
 3. No allowance/extension of time by the Employer hereunder or by the Contractor under the Sub-contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning this Warranty or the Sub-contract on the part of the Employer or the Contractor, nor anything that the Employer or the Contractor may do or omit or neglect to do, shall in any way release the Sub-contractor / Vendor from any liability under this Warranty.
 4. The Sub-contractor / Vendor agrees that he will not without first giving the Employer not less than 21 day's prior notice in writing exercise any right he may have to terminate the Sub-contract or treat the same as having been repudiated by the Contractor or withhold performance of its obligations under the Sub-contract.
 5.
 - (1) In the event that the Contract or the employment of the Contractor under the Contract is terminated for any reason whatsoever and if so requested by the Employer in writing within 21 days of such termination, the Sub-contractor / Vendor shall carry out and complete his obligations under this Warranty and shall enter into a novation agreement with the Employer and the Contractor in which the Sub-contractor will undertake inter alia to perform the Sub-contract and be bound by its terms and conditions as if the Employer had originally been named as a contracting party in place of the Contractor. The said novation agreement will be in such form as the Employer may reasonably require.
 - (2) In the event that the Employer does not require the Sub-contractor / Vendor to enter into a novation agreement as required by Sub-clause 5 (1), the Sub-contractor shall have no claim whatsoever against the Employer for any damage, loss or expense howsoever arising out of or in connection with this Warranty.
 6. Insofar as the copyright or other intellectual property rights, in any plans, calculations, drawings, documents, materials, know-how and information relating to the Sub-contract Works shall be vested in the Sub-contractor / Vendor, the Sub-contractor / Vendor grants to the Employer, his successors and assignees a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs, inventions or other information incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works of the Nagpur Metro Rail Project, without limitation the design of enabling facilities, construction, installation, reconstruction, completion, reinstatement, extension, remedy of any defect of the Works. To the extent beneficial ownership of any such copyright or other intellectual property right is vested in anyone other than the Sub-contractor / Vendor, the Sub-contractor shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the Sub-contractor / Vendor shall for any reason cease to be employed in connection with the Sub-contract Works.

- 7. In the event of any ambiguity or conflict between the terms of the Sub-contract and this Warranty, the terms of this Warranty shall prevail.
- 8. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Sub-contractor / Vendor whether in tort or otherwise.
- 9. Nothing contained in this Warranty shall vary or affect the Sub-contractor's / Vendor's rights and obligations under the Sub-contract.
- 10. The Employer shall be entitled to assign the benefit of this Warranty at any time without the consent of the Sub-contractor / Vendor being required.
- 11. All documents arising out of or in connection with this Warranty shall be served:
 - a. Upon the Employer at:
 -
 -
 - b. Upon the Sub-Contractor / Vendor at _____ India.
- 12. The Employer and the Sub-contractor / Vendor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
- 13. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
- 14.
 - (1) Any dispute or difference of any kind whatsoever between the Employer and the Sub-contractor / Vendor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the arbitration provisions as described in the Contract.
 - (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 14 (1), the Employer may by notice in writing to the Sub-contractor / Vendor require and the Sub-contractor / Vendor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
 - (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objection, assessment or valuation by the Engineer or the Contractor relating to the dispute or difference.
 - (4) Subject to the foregoing provisions of this clause 14, the Sub-Contractor agrees to submit to the exclusive jurisdiction of the Courts at Nagpur, Maharashtra.

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

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking

Place:

Note: The notarized copy of the board resolution of the Sub-Contractor/vendor must also accompany this Warranty. In case the Sub-Contractor/vendor is a foreign entity, then such board resolution should be notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilised as per Hague Convention, as the case may be.

Contract Form-11**Indemnity Bond**

THIS INDENTURE made onbetween(hereinafter called the Contractor) which expression shall where the context do admits or implies be deemed to include its executors, administrators and assigns of the one part and the Maharashtra Metro Rail Corporation Ltd. (hereinafter called Maha-Metro) of the other part.

WHEREAS by the agreement (LOA No dated.....) (hereinafter called the said agreement) the contractor has agreed to “-----” and whereas the contractor has applied to the MAHA-METRO that they may be allowed advance on the security of materials absolutely belonging to them and brought by them to the site of the works covered under the project of the said agreement for use in the construction of such of the work as they have under taken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges).

AND WHEREAS the MAHA-METRO has agreed to make stage payment to the contractor the total sum of Rs.----- (Rupees -----only) for stage payment Bill. The quantities and other particulars of which are detailed in this bill for the said works signed by the Contractor on “-----” and MAHA-METRO has reserved to itself option of making any further advances till date on the security of other materials brought by the contractor to site of the said work.

NOW THIS INDENTURE WITNESS that in pursuance of the said agreement and its consideration of the sum of Rs. ----- (Rupees -----only) on or before the execution of these present amount paid to the contractor by the MAHA-METRO (the receipt where of the contractor) both hereby acknowledge and of such further Stage payment, if any, as may be made to him so aforesaid to the contractor do the covenant and agreed with the MAHA-METRO and declare as follows:

1. That the said sum of Rs. ----- (Rupees ----- only) so Stage Payment by the MAHA-METRO to the contractors as aforesaid and all or any further sum or sum's advanced as aforesaid shall be employed by the contractor in or towards the execution of the said works and for no other purpose whatsoever.
2. That the Stage Payment detailed in the said running account bill which have been offered to and accepted by the MAHA-METRO as security are absolutely the contractor's own property and free from encumbrances of any kind and the contractor's shall not make any application for or receive any further payments on the security of work executed which are not absolutely his own property and free from encumbrances of any kind the Contractor indemnifies the MAHA-METRO against all claims on any materials in respect of which any Stage Payment has been made to him as aforesaid.
3. That the Stage Payment detailed in the said running account bill and all other stage payments on the security of which further payments or Stage Payment any hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the contractor solely in the execution of the said works in accordance with the directions of the Engineer / MAHA-METRO and in the terms of the said agreement.
4. That the contractor shall be fully liable for the materials/components and shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks including, acts of the God of the said materials/components

and provide on approved insurance in favour of MAHA-METRO that until used in construction as aforesaid the said materials shall remain at the site of said works in the contractor's custody and on his own responsibility and shall at the time be open to inspection by the Engineer/MAHA-METRO. This insurance will be valid for a period until this material is approved and fixed in the building or advance has been fully recovered from contractor.

5. That the said materials/components shall not on any account be removed/shifted from the site of the works except with the written permission of the Engineer/MAHA-METRO.
6. That issue of any Stage Payment excess of what is finally required to be used at site would be the contractor's property without any liability on MAHA-METRO., who would recover the cost of this from the contractor.
7. That the contractor hereby charges all the said materials components with the repayment to the MAHA-METRO of the said sum of Rs. ----- (Rupees ---- -----only) and any further sum or sums advanced as aforesaid and all cost charges. Damages and expenses payable under these presents provided always and it is hereby agreed and declared that not with power contained therein, if any, whenever the convenient for payment, and repayment herein before contained shall become enforceable and the money owned shall not be paid in accordance therewith, the MAHA-METRO., may at any time thereafter adopt all or any of the following courses as he may deem best.
 - a. That if the contractor shall at any time not be able to complete any part of the Component / equipment as per provision in contract Agreement it shall be considered as the work being left incomplete by the contractor and action as per the conditions of the contract shall be taken.
 - b. Deduct all or any of the money owing out of the performance security or any sum due to the contractor under the said agreement.

That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail.

This widening shall be co-extensive to the agreement dated between Maharashtra Metro Rail Corporation Limited, _____. (Client) and(Contractor).

IN WITNESS where of the said contractor and by the order under the direction of MAHA-METRO has here set their respective hands the day and years first above written.

Signed, Sealed & Delivered by the said Contractor:

IN THE PRESENCE OF: WITNESS:

1. NAME: Signature:
SIGNED BY (ADDRESS)

BY THE ORDER AND DIRECTION OF THE MAHA-METRO IN THE PRESENCE OF:
SIGNATURE: WITNESS
(NAME AND ADDRESS)

Contract Form-12**Guarantee for Safe Custody**

(To be stamped in accordance with Stamp Act, of the country of issuing bank)

To:

MAHARASHTRA METRO RAIL CORPORATION LIMITED,

WHEREAS – the Consortium/ Joint venture consisting of:

(Name of Lead Member of the Group and address)

(Name of Member of the Group and address)

(Name of Member of the Group and address) [SEP]

(hereinafter called “the Contractor”), with M/s----- as the lead member has undertaken, in pursuance of Contract No. [] datedfor [Note 4] (hereinafter called “the Contract”), [SEP] AND WHEREAS according to the said Contract the Employer is obliged to pay to the Contractor the sum of [] ([]) (“the Payment on delivery”) as set out in the priced Bill of Quantities.

(A) Pursuant to the said activities, [Note 4] are to be manufactured offshore or in India for subsequent delivery to the Contractor’s premises in Nagpur, India and held in safe custody by the Contractor.

(B) Pursuant to the terms of the Contract, the Contractor, as a condition precedent to his entitlement to receive any payment for items including an element of [Note 4] Contract [] to the Contractor’s premises in Nagpur, is obliged to provide a Guarantee in the terms hereof for 95 percent of the Payment. [SEP]

AND WHEREAS we (Insert name and address of scheduled commercial bank based in India) have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor up to a total of ----- (amount of Guarantee)----- (in words), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of ----- (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

1. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.
2. We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.
3. The Bank shall pay to the Employer the amount thus demanded without requiring further evidence or proof of:

- a. the default of the Contractor; or
 - b. the Employer’s entitlement to terminate the Contract or the employment of the Contractor under the Contract; or
 - c. any termination of the Contract or the employment of the Contractor under the contract; or
 - d. of the amount due and payable under this bank Guarantee.
4. The liability of the Bank under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Bank hereby waives notice of:
- a. any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance or adjustment to the Tender Total or other payment under the Contract) or any concession or waiver by the Employer in respect of the Contractor’s obligations under the Contract;
 - b. the termination of the Contract or of the employment of the Contractor under the Contract solely as a result of default by the Contractor under the Contract;
 - c. any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor or negligence by the Employer in enforcing any such right of action or remedy;
 - d. any other security or guarantee held or obtained by the Employer for any of the obligations of the Contractor under the Contract or any release or waiver thereof;
 - e. any act or omission of the Contractor pursuant to any other arrangement with the Surety.
5. The liability of the Bank under this Guarantee shall cease on whichever of the following events first occurs:
- a. payment by the Bank of the Guaranteed Sum in full to the Employer; or
 - b. receipt of written notification from the Employer that the [Note 4] have been installed and tested to the satisfaction of the Employer.
6. Until the MAHA-METRO has issued an instruction to the Bank to the effect that this Guarantee can be released, the Bank undertakes to extend the validity under the same conditions for successive periods of six (6) calendar months at a time and to forward the appropriate extension sheets to the MAHA-METRO.

SIGNATURE AND SEAL OF THE GUARANTOR

 NAME OF THE BANK-----
 ADDRESS-----
 DATE-----

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 a scheduled commercial bank based in India, acceptable to the Employer.
- 3. The amount payable under this Guarantee shall be 95 percent of the aggregate of the installments of the Payment made to the Contractor prior to the date of the written demand referred to above less the aggregate of any sums in respect of items installed,

tested and certified by the Employer's Representative (as defined in the Contract) in accordance with the terms of the Contract.

4. Enter name of the Contract.

Form- 13**Undertaking**
(Pertaining to engagement of Sub Contract)

Contract no./Tender No.

Name of work

In connection with above work, M/s , Contractor has/is engaging M/s , as sub-contractor (material / equipment supplier or service provider). For this, the terms and conditions of agreement between Contractor & Sub-contractor, include necessary provisions for resolution of dispute if any arising between Contractor and subcontractor.

It is confirmed by the subcontractor that any payment/claim/dispute arising out of the above work shall be resolved in terms of agreement and shall not be raised before Employer and also shall not make any claim against Employer before any forum/court.

SIGNATURE AND SEAL OF THE CONTRACTOR

**MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT, PHASE-2)****BID DOCUMENTS****FOR****Name of work:-**

Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5. Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.(-)113.10) - Transport Nagar (Ch. (-) 6021) section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Ele-04/2023

PART 4: FINANCIAL BID



Maharashtra Metro Rail Corporation Limited
Metro Bhawan, East High Court Road (VIP Road),
Near Dikshabhoomi, Ramdaspath, Nagpur-440010,
Maharashtra, INDIA

Website: www.metro railnagpur.com

Contents of Part-4

PART 4: FINANCIAL BID & BILL OF QUANTITIES	
1	Section XII- Preamble
2	Financial Bid & Bill of Quantities

1. Preamble

1. The bidder should quote his rate only in the Financial Bid/ Price Bid Summary sheet provided in the Commercial/ Price Envelope section of the E-Tender Portal of Maha-Metro.
2. The bidder should ensure that the financial/ commercial quote should be only quoted in the Commercial bid option on e-tender portal of Maha-Metro & nowhere else. If by mistake/ inadvertently the rate is quoted/ indicated anywhere in the Technical submission/ uploading of the entire Bid document/ Corrigendum / Addendum, the bid will be rejected outright and will not be considered for any further evaluation.
3. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Scope of Work, Conditions of Contract, Notice Inviting Tender, Technical & Particular Specifications, Schedule, Annexures and Addendums.
4. The person authorized to sign on behalf of the Bidder shall sign in full with company seal and date at the bottom of all pages.
5. General directions and description of works and materials are not necessarily repeated or summarized in the Bill of Quantities/ Financial Bid.
6. The method of measurement of completed work for payment shall be in accordance with the requirements as stated in Scope of Work under this bid Document.
7. Bidder may please note that to perform this contract, nothing extra shall be payable on account of field constraints, availability of front, preparation of detailed scheme for taking necessary clearance and approval from the concerned authority and other local bodies / administration etc.

Maha - Metro Rail Corporation Limited
Nagpur Metro Rail Project, Phase-II

Name of Work:- Shifting of Electrical Utilities i.e. 1.1 kV LT, 11 kV HT, 33 kV HT Overhead / Underground lines & Road Crossing at 1. Pardi Metro Station, 2. Kapsi Khurd Metro Station, 3. Transport Nagar Metro Station 4. Ahead of Pardi Metro Station Near Substation - 33 kV HT overhead Road Crossing line, 5.Ahead of Pardi Metro Station Near Nagpur Tiles - 11 kV HT overhead Road Crossing line and at any other locations as per the site conditions in Prajapati Nagar (Ch.-)113.10) - Transport Nagar (Ch. (-) 6021)section of Reach 4A of E-W Corridor for NMR Phase-II Project.

TENDER NO. N2-017/Ele-04/2023

SCHEDULE

Sr. No.	PWD Electrical CSR 2022-23 No.	Description	Unit	Qty.	Rate	Amount
1	5.2.1	Supplying and erecting triple pole mini feeder pillar with 500V, 200A FPMCCB as incomer and 2 outgoing circuits with HRC fuse base and cartridge of 100A with aluminium bus bar erected in 14 SWG CRCA sheet box with supporting angles, self locks, gasket having IP54,IK10 protection and slanting top to be erected on provided foundation complete as per specification no. SWSWR/MFP	Each	5	36,871.00	1,84,355.00
2	5.2.2	Supplying and erecting triple pole mini feeder pillar with 500V, 300A FPMCCB as incomer and 3 outgoing circuits with HRC fuse base and cartridge of 100A with aluminium bus bar erected in 14 SWG CRCA sheet box with supporting angles, self locks, gasket having IP54,IK10 protection and slanting top to be erected on provided foundation as per specification no. SW-SWR/MFP	Each	10	55,346.00	5,53,460.00
3	7.3.27	Supplying , erecting & terminating XLPE insulated, galvanised steel formed wire armoured (strip) cable 33 kV(E), 3 x 300 sq. mm. aluminium conductor laid in provided trench / pipe as per specification no. CB-HT	Mtr.	3500	5,214.00	1,82,49,000.00
4	7.3.7	Supplying , erecting & terminating 3 x 300 sq. mm. aluminium 11 kV(E), XLPE armoured cable on wall/ceiling or laid in provided trench / pipe in an approved manner as per specification no. CB-HT	Mtr.	4000	3,524.00	1,40,96,000.00
5	7.3.2	Supplying , erecting & terminating 3 x 95 sq. mm. aluminium 11 kV(E), XLPE armoured cable on wall/ceiling or laid in provided trench / pipe in an approved manner as per specification no. CB-HT	Mtr.	150	1,723.00	2,58,450.00
6	7.1.24	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 3½ core 300 sq. mm. aluminium conductor complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no. CB-LT/AL	Mtr.	2000	1,996.00	39,92,000.00
7	7.1.22	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 3½ core 185 sq. mm. aluminium conductor complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no. CB-LT/AL	Mtr.	500	1,333.00	6,66,500.00

8	7.1.20	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 3½ core 120 sq. mm. aluminium conductor complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no. CB-LT/AL	Mtr.	300	920.00	2,76,000.00
9	7.1.18	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 3½ core 70 sq. mm. aluminium conductor complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no. CB-LT/AL	Mtr.	200	603.00	1,20,600.00
10	7.1.16	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 3½ core 35 sq. mm. aluminium conductor complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no. CB-LT/AL	Mtr.	500	357.00	1,78,500.00
11	7.1.15	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 3½ core 25 sq. mm. aluminium conductor complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no. CB-LT/AL	Mtr.	200	295.00	59,000.00
12	7.1.29	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 4 core 16 sq. mm. aluminium conductor complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no. CB-LT/AL	Mtr.	100	257.00	25,700.00
13	7.1.6	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 2 core 10 sq. mm. aluminium conductor complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no. CB-LT/AL	Mtr.	500	174.00	87,000.00
14	7.5.33	Providing and erecting Heat shrinkable straight through joint kit for 33 kV (E)/33 kV (UE) XLPE HT cable 3x300 to 400 sq. mm. with necessary material as per specification no. CBJT/HT	Each	40	87,900.00	35,16,000.00
15	7.5.29	Providing and erecting Heat shrinkable outdoor termination kit for 33 kV (E)/33 kV (UE) XLPE HT cable 3x300 sq. mm. to 400 sq. mm. with necessary material as per specification no. CB-JT/HT	Each	20	35,237.00	7,04,740.00
16	7.5.11	Providing and erecting Heat shrinkable straight through joint kit for 11 kV (E) XLPE HT cable 3x240 to 400 sq. mm. with necessary material as per specification no. CBJT/HT	Each	40	32,059.00	12,82,360.00
17	7.5.7	Providing and erecting Heat shrinkable out door termination kit for 11 kV (E) XLPE HT cable 3x240 to 300 sq. mm. with necessary material as per specification no. CB-JT/HT	Each	15	14,606.00	2,19,090.00

18	7.5.3	Providing and erecting Heat shrinkable indoor termination kit for 11 kV (E) XLPE HT cable 3x240 to 300 sq. mm. with necessary material as per specification no. CB-JT/HT	Each	10	11,278.00	1,12,780.00
19	7.5.9	Providing and erecting Heat shrinkable straight through joint kit for 11 kV (E) XLPE HT cable 3x up to 95 sq. mm. with necessary material as per specification no. CB-JT/HT	Each	5	22,446.00	1,12,230.00
20	7.5.5	Providing and erecting Heat shrinkable out door termination kit for 11 kV (E) XLPE HT cable 3 x up to 95 sq. mm. with necessary material as per specification No. CB-JT/HT	Each	5	15,075.00	75,375.00
21	7-5-1	Providing and erecting Heat shrinkable indoor termination kit for 11 kV (E) XLPE HT cable 3x up to 95 sq. mm. with necessary material as per specification no. CB-JT/HT	Each	5	8,659.00	43,295.00
22	7.4.6	Providing & erecting epoxy straight through joint outdoor/indoor for LT XLPE armoured cable 300 sq. mm. cable, with necessary material as per specification no. CB-JT/LT	Each	25	6,973.00	1,74,325.00
23	7.4.12	Providing & erecting epoxy outdoor / indoor end termination kit for LT XLPE armoured cable 240 to 300 sq. mm. cable, with necessary material as per specification no. CB-JT/LT	Each	10	2,911.00	29,110.00
24	7.4.4	Providing & erecting epoxy straight through joint outdoor/indoor for LT XLPE armoured cable 120 to 185 sq. mm. cable, with necessary material as per specification no. CB-JT/LT	Each	10	3,645.00	36,450.00
25	7.4.11	Providing & erecting epoxy outdoor / indoor end termination kit for LT XLPE armoured cable 150 to 185 sq. mm. cable, with necessary material as per specification no. CB-JT/LT	Each	10	2,839.00	28,390.00
26	7.4.2	Providing & erecting epoxy straight through joint outdoor/indoor for LT XLPE armoured cable 25 to 50 sq. mm. cable, with necessary material as per specification no. CB-JT/LT	Each	10	2,672.00	26,720.00
27	7.4.1	Providing & erecting epoxy straight through joint outdoor/indoor for LT XLPE armoured cable 2.5 to 16 sq. mm. cable, with necessary material as per specification no. CB-JT/LT	Each	10	2,229.00	22,290.00
28	7.6.5	Supplying & laying (including excavation) reinforced cement concrete pipe of IS 458:2003 NP-2 class of 150 mm internal diameter in proper line, level and slope including providing and fixing collars in cement mortar 1:2 and curing etc. complete.	Meter	1000	569.00	5,69,000.00
29	7.6.6	Supplying & laying (including excavation) half round reinforced cement concrete pipe of IS 458:2003 NP-2 class of 150 mm internal diameter in proper line, level and slope including providing and fixing collars in cement mortar 1:2 and curing etc. complete.	Meter	7000	508.00	35,56,000.00
30	7.6.12	Supplying and laying (including excavation of suitable width & depth up to 90 cm) 120 mm outside dia. double wall corrugated pipes (DWC) of HDPE for enclosing cable below ground/road surface, to required depth complete.	Meter	300	392.00	1,17,600.00
31	7.6.16	Supplying and laying (including excavation of suitable width & depth up to 90 cm) 200 mm outside dia, double wall corrugated pipes (DWC) of HDPE for enclosing cable below ground/road surface, to required depth complete.	Meter	200	733.00	1,46,600.00

32	7.6.11	Supplying and laying (including excavation of suitable width & depth up to 90 cm) 90 mm outside dia. double wall corrugated pipes (DWC) of HDPE for enclosing cable below ground/road surface, to required depth complete.	Meter	200	337.00	67,400.00
33	7.6.17	Making Horizontal Directional Drill / Bore of 150 mm dia and depth up to 1.5 mtr in soft soil and laying 150 mm HDPE/GI pipe etc. complete as per specification no. CW-EXN-CTR	Mtr	800	3,450.00	27,60,000.00
34	7.6.4	Supplying & erecting G.I. pipe 'A' class 75 mm dia. erected for enclosing XLPE armoured cable on wall/pole as per specification no. CB-CE	Meter	50	672.00	33,600.00
35	16.5.15	Supplying and erecting ISI mark GI pipe 100 mm dia 'C' class position with accessories complete. Specification no. CW-PLB/GP.	Meter	50	1,823.00	91,150.00
36	8.3.2	Supplying & erecting MS pole bracket for guarding/LT OH Line , fabricated from angle iron 50x50x6 mm and 1100mm long for necessary nos. of provided insulators and erecting on pole with 50x6mm clamp complete as per specification no. OH-PL/BKT	Each	20	592.00	11,840.00
37	8.3.11	Supplying & erecting 100 x 50x6 mm with 4.7 mm thick web and 7.5 mm thick flange channel iron cross arm of suitable length for 2.4m wide DP structure and erecting on DP with 50x6 mm clamp as per approved method of construction and complete as per specification no. OH-PL/BKT.	Each	10	1,910.00	19,100.00
38	8.3.12	Supplying and erecting vee cross arm with ISM channel of 75x40x6mm , for 11kV HTOH line with arrangement to fix insulator at 45mm from the end & horizontal distance between insulators 1220 mm bent at angle of 60 degree keeping base 305 mm and the total vertical height of V cross arm as 460mm, and fixed on pole with MS clamp of 80x10 mm, nut bolts,washers complete as per specification no. OH-PL/VCA	Each	10	1,220.00	12,200.00
39	8.3.13	Supplying and erecting vee cross arm with ISM channel of 100 x 50 x 6mm or 22/ 33kV HTOH line with arrangement to fix insulator at 45mm from the end & horizontal distance between insulators 1530 mm bent at angle of 60 degree keeping base 310 mm and the total vertical height of V cross arm as 460mm, and fixed on pole with MS clamp of 80x10 mm, nut bolts, washers complete as per specification no. OH-PL/VCA	Each	10	1,726.00	17,260.00
40	8.3.14	Supplying and erecting 75x40x6 mm with 4.4 mm thick web and 7.3 mm thick flange channel (top pin) with clamp of suitable length so as to maintain vertical clearance of 1065 mm for 11 kV,1320 mm for 22 kV between insulators for erection of top pin insulators complete as per specification no. OH-PL/VCA	Each	20	573.00	11,460.00
41	8.3.17	Supplying & erecting single pole cut point channel set of for 11 kV HT OH line, two channel of size 100 x 50 x 6 mm 1.6 m long having stud angle of size 50 x 50 x 6 mm 1.5 m long long with necessary clamps, nut bolts etc. complete.	Each	10	4,538.00	45,380.00

42	8.3.25	Supplying & erecting end pole D. P. Structure for 11/0.415 kV, 100 kVA Transformer with R.S.J. Pole 2 Nos. of size 100 x 116 mm x 11 Mtr. Long with suitable Distribution Box of C.R.C.A. Sheet 16 SWG with 4 Pole MCCB 200 Amps as incomer & 6 Nos.100 Amps Kitkat/MCCB for outgoing circuits. Transformer D.P. Structure includes the A. B. Switch 200 Amps, D.O. fuse Set & L.A. Set. 2 Nos. Top channel of size 100 mm x 50 mm for erection of A.B. Switch & 2 Nos. Base channel of size 100 mm x 50 x mm for erecting Transformer. Channel of size 75 x40 mm for erecting D.O. Fuse Set, L.A., A.B. Switch handle etc. Angle of size 50 x 50 x6 mm for erecting Distribution Box , Transformer Belt etc.as per drawing (min. 124 Kg. iron work) with necessary clamps, Nut-bolts. vee cross arm, top clip, insulators etc. complete with caution board & barbed wire. D.P. Structure shall be erected in c.c. foundation complete.	Each	1	1,44,334.00	1,44,334.00
43	8.3.26	Supplying & erecting end pole D. P. Structure for 11/0.415 kV, 200 kVA Transformer with R.S.J. pole 2 nos. of size 100mm x 116 mm x 11 m long with suitable distribution box of C.R.C.A. sheet 16 SWG with 4 pole MCCB 300 Amps as incomer & 6 nos.100 amps kitkat/MCCB for outgoing circuits. Transformer D.P. structure includes the A. B. switch 200 Amps, D.O. fuse set & L.A. set. 2 nos. Top channel of size 100 mmx 50 mm for erection of A.B. switch & 2 nos. base channel of size 100 mm x 50 x mm for erecting transformer. Channel of size 75 x40 mm for erecting D.O. fuse set, L.A., A.B. switch handle etc. Angle of size 50 x 50 x6 mm for erecting distribution box, transformer belt etc. as per drawing (min. 124 Kg. iron work) with necessary clamps, nut-bolts, vee cross arm, top clip, insulators etc. complete with caution board & barbed wire. D.P. Structure shall be erected in c.c. foundation complete.	Each	1	1,56,939.00	1,56,939.00
44	8.5.1	Supplying and erecting pin type LT medium insulator 100 mm x 62 mm dia. with suitable G.I. spindle, nut, bolts complete erected.	Each	10	72.00	720.00
45	8.5.2	Supplying and erecting porcelain shackle type LT medium insulator 75x115 mm dia. with G.I. (Shackle) strips , nuts and bolts, complete.	Each	10	67.00	670.00
46	8.5.6	Supplying and erecting porcelain disc type insulator 45KN with necessary hardware suitable for 11kV line , complete as per specification no. OH-INS/DI	Each	20	1,158.00	23,160.00
47	8.5.8	Supplying and erecting porcelain disc type insulator 70 KN with necessary hardware suitable for 33kV line complete as per specification no. OH-INS/DI	Each	10	1,908.00	19,080.00
48	8.5.15	Supplying and erecting distribution class, 11 kV thyrite type lightning arrester with nut bolts, on provided MS channel as per specification no. OH-INS/LA	Each	10	1,223.00	12,230.00

49	8.6.2	Supplying and erecting G.I. stay set for poles , including loop insulators at inaccessible height complete with anchor plate 300 x 300 x 6 mm., straining screws, G.I. stay wire 7/8 SWG , G.I. stay rod 20 mm x 1.8 m length and pole clamps duly erected in provided cement concrete foundation.	Each	5	1,825.00	9,125.00
50	8.6.11	Supplying and erecting pole clamp made from 50 x 10 mm MS flat for pole or pipe, post complete erected with 15 mm bolts and nuts, complete duly painted with one coat of red oxide and two coats of aluminium paint.	Each	20	286.00	5,720.00
51	8.6.12	Supplying and erecting ' D' type pole clamps , fabricated from 50 x 6 mm MS flat with 15 mm dia. bolts and nut fixed to steel tubular pole duly painted with one coat of red oxide and two coats of aluminium paint.	Each	20	152.00	3,040.00
52	8.6.14	Supplying and erecting ' C' type (half) clamps for pole made from 50 x 10 mm flat for fixing cross arms by means of 15 mm dia. bolts and nuts painted with one coat of red oxide and two coats of aluminium paint.	Each	20	188.00	3,760.00
53	8.7.1	Dismantling the existing pole up to 6 m height with brackets, clamps, insulators, stay from the cement concrete foundation and making the site clear by refilling the pits with excavated materials and bringing it to the ground level.	Each	10	568.00	5,680.00
54	8.7.2	Dismantling the existing pole above 6 m height with brackets, clamps, insulators, stay from the cement concrete foundation and making the site clear by refilling the pits with excavated materials and bringing it to the ground level.	Each	20	938.00	18,760.00
55	8.7.3	Dismantling the existing overhead line including G.I. wires of all sizes without damaging & making the coils in suitable sizes.	Km	3	1,339.00	4,017.00
56	8.7.4	Dismantling existing lightning arrestor set, insulator complete from DP structure in an approved manner.	Job	10	97.00	970.00
57	9.1.1	Providing earthing with galvanized iron earth plate size 60 x 60 x 0.6 cm complete with all materials, testing & recording the results as per specification no. EA-EP	Each	10	4,714.00	47,140.00
58	9.1.3	Providing earthing with galvanized iron earth plate size 60 x 60 x 0.6 cm with funnel with a wire mesh for watering and brick masonry block C.I. cover complete with all materials, testing & recording the results as per specification no. EA-EP	Each	10	6,055.00	60,550.00
59	9.1.4	Providing pipe type earthing with 40mm. dia. G.I. pipe or 20 mm dia. G.I. Rod complete with all materials as per specification no. EA-EP	Each	30	1,500.00	45,000.00
60	9.1.5	Supply, Installation, Testing and commissioning of maintenance free earthing comprising of Electrode of 17.2 mm diameter Low Carbon Steel with 250 micron molecular copper bonded earthing rod of Length 3m along with 25 kg Carbon based environment friendly back fill ground enhancing compound required to fill up the excavated earth with required quantity complete. Specification no. EA-MOBI	Each	5	13,805.00	69,025.00

61	9.2.3	Supplying and erecting GI strip of required size used for earthing on wall and/or any other purpose with necessary GI clamps fixed on wall painted with bituminous paint in an approved manner with joints required. As per specification no EA-EP .	Kg	100	222.00	22,200.00
62	9.2.5	Supplying and erecting GI earth wire of high purity of different sizes used for earthing or any other purposes on wall with necessary G. I. Clamps fixed on wall/cable/ conduit with screws in an approved manner.	Kg	200	155.00	31,000.00
63	10.7.1	Dismantling the existing distribution transformer of any capacity from the plinth / foundation safely without any damages.	KVA	200	33.00	6,600.00
64	10.7.2	Dismantling existing pole mounted distribution transformer safely without any damages.	KVA	500	46.00	23,000.00
65	10.7.3	Dismantling existing DO / AB switch set complete from D.P. structure in an approved manner.	Set	5	374.00	1,870.00
66	8.1.15	Supplying and erecting rolled steel joist (girder) pole 152 x 152 mm (37.1 kg/m) with provided base plate in provided foundation as per specification no. OH-PL/RSJ	Meter	110	2,528.00	2,78,080.00
67	16.1.3	Making trench in soft soil having 0.9m depth and minimum 0.3 m width as per IS for laying provided cables of voltage range 3.3 kV to 11 kV complete as per specification No. CW-EXN-CTR	Meter	500	223.00	1,11,500.00
68	16.1.4	Making trench in hard murum/Tar road having 0.9 m depth and minimum 0.3mtr width for laying provided cables of voltage range 3.3 kV to 11 kV complete as per specification No. CW-EXN-CTR	Meter	400	274.00	1,09,600.00
69	16.1.5	Excavating hard Rock or bituminous road by chiselling for preparing pit for pole / stay/earth plate / for laying cable/ pipe & clearing the site by removing debris & making the site as required complete.	M3	250	1,081.00	2,70,250.00
70	16.1.7	Excavating soft murum / soft soil road by chiselling for preparing pit for poles stay or earth plates or for laying cables, pipes & clearing the site by removing debris & making the site good complete.	M3	250	232.00	58,000.00
71	16.3.1	Making transformer plinth (1.5 x 1.5 x 1.5) m in size with necessary excavation in ground with 150 mm. thick M- 10 PCC at the bottom and top and 250 mm. thick, burnt brick wall constructed at periphery and remaining hollow portion shall be filled with 40mm hard broken aggregate. External surface duly plastered by 12 mm thick including watering etc complete.	Each	1	14,302.00	14,302.00
72	16.3.3	Making cement concrete foundation including excavation (60 x 60 x 150) cm deep in 1:3:6 cement concrete 20 x 25 mm stone metal, (45 x 45 x 45) cm /45 cm dia. x 45 cm height plinth duly plastered, with necessary curing and finishing complete. (above 6 m to 9 m poles)	Each	15	2,033.00	30,495.00
73	16.3.7	Making cement concrete foundation in 1:3:6 cement concrete, (20 to 25) mm. stone metal duly plastered with necessary curing for complete. (pole muffing or any other purpose).	M3	60	3,435.00	2,06,100.00
74	LAR	Service Box 200mm x 300 mm for consumer	Nos	15	2,000.00	30,000.00

75	MARKET RATE	Supplying & erecting 33 KV outdoor type Ring Main with scada compatible , motorised operation, without FRTU, Gas insulated & touch proof kit (if required), as per latest MSEDCL approval & specifications with following configuration complete on CC foundation/MS channels/trench, etc, in an approved manner.				
		3 LBS + 1 VCB	Set	1	2450000	2450000.00
76	Miscellaneous	Any items as per MSEDCL Specification & PWD	LS	1	20,00,000.00	20,00,000.00
Total Amount						5,88,61,227.00

Note: Rates are taken from PWD Electrical CSR 2022-23 (without GST)

Percentage quoted on Total Amount in terms of (Above/Below/At Par)
Total amount in Figures.....
Total amount in words.....