

## Section 8 - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The clause number of the SCC is the corresponding clause number of the GCC.

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1.	Sub Clause 1.1	<p><b>Definitions</b></p> <p><b>The Employer is:</b> Jaipur Metro Rail Corporation (JMRC) and its legal successors or permitted assigns.</p> <p><b>The Project Manager is:</b> Authorized Officer of DMRC</p> <p><b>The Bank is :</b> Asian Development Bank</p> <p><b>Country of Origin:</b> As per list of Eligible countries defined in section-5</p>
2.	Sub Clause 5.1	<p><b>Law and Language</b></p> <p>The Contract shall be interpreted in accordance with the laws of: India</p>
	Sub Clause 5.2	The ruling language is: English
	Sub Clause 5.3	The language for communications is: English
3.	Sub Clause 7.3	<p><b>Scope of Facilities</b></p> <p>The Contractor agrees to supply spare parts for a period of years: <b>Two Years of Defect Liability Period</b></p> <p>The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Plant. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Employer of the pending termination, with sufficient time to permit the Employer to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested.</p> <p>The Contractor shall supply spare parts as per the Employers requirement.</p> <p>(a) The Contractor shall submit a schedule of spare parts duly indicating, for each item of spares, its description, part number, drawing number, lead time, shelf life and number of units required for the system during the first ten years, principal as well as secondary sources of supply, and also the unit price with escalation/de-escalation clause.</p> <p>(b) The Employer may, during a period of ten years from the date of taking-over of the whole of the Works, purchase as many parts as required by him, at the rates indicated in the pricing document and accepted by the Employer.</p> <p>(c) If during the period of ten years, the Contractor intends to discontinue the manufacture of spare or replacement parts for the any equipment / Machine the Contractor shall immediately give notice to the Employer of such intention. The Employer shall be given the opportunity of ordering at reasonable prices such quantities of such spare or replacement parts as the</p>

		<p>Employer requires in relation to the anticipated life of the equipment.</p> <p>In the event of Contractor failing to supply the spare parts in accordance with this Clause, he shall in respect of each item of spare, furnish free of cost to the Employer, the drawings, specifications, patterns and other information to enable the Employer to make or have made such spare parts. The Employer shall be entitled to retain the aforesaid drawings etc., for such time only as is necessary for the exercise by the Employer of his rights under this clause and the drawings, if the Contractor so requires, shall be returned by the Employer to the Contractor in good order and condition (fair wear and tear excepted).</p> <p>Under such circumstances, the Contractor shall also grant to the Employer, without payment of any royalty or charge, full right and liberty to make or have made spare or replacement parts as aforesaid and for such purposes only to use, make and have made copies of all drawings, patterns, specifications and other information supplied by the Contractor to the Employer pursuant to the Contract.</p> <p>The Contractor will so far as it is reasonably able to bind his sub-contractors to conform with the requirements of this Clause and shall, prior to entry into any sub-contracts, provide the Employer with full details of any sub-contractor who will not so conform in which event the Employer may direct the Contractor to seek an alternative sub-contractor.</p> <p>If the Contractor fails to provide spare or replacement parts as described in this Sub-clause and these are available from the Contractor's sub-contractor, the Employer shall have the right to obtain such spare and replacement parts from the sub-contractor or any other supplier and any additional cost incurred by the Employer shall be recoverable from the Contractor.</p> <p>(d) The Employer may require the Contractor to enter into a Maintenance Contract with the Employer for the System / Machine provided under the Contract under terms and conditions to be mutually agreed.</p>
4.	<b>Sub Clause 8.1</b>	<p><b>Time for Commencement and Completion</b></p> <p>The Contractor shall commence work on the Facilities within 7 days from the date of issue of Letter of Acceptance (LOA).</p>
	<b>Sub Clause 8.2</b>	<p>The Time for Completion of the whole of the Facilities shall be as per Key dates defined in the Bid Documents Section 9 (Appendix 4).</p>

5.	<b>Sub Clause 10.</b>	<p><b>Employer's Responsibilities</b></p> <p><b>The following responsibilities are also of employer:</b></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, Project Manager, 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.</p> <p>Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in Clause 2 of SCC.</p> <p>Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised 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 accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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</li> </ul> <p>In addition to the duties mentioned in General Conditions of Contract, the Engineer:</p> <ul style="list-style-type: none"> <li>(a) Shall watch and inspect the Works, monitor the test results and examine any material to be used and workmanship employed by the Contractor in connection with the Works;</li> <li>(b) Shall carry out such duties and exercise such powers vested in the Engineer in accordance with the provisions of the Contract;</li> <li>(c) Shall issue instructions which in his opinion are necessary for the execution of the Works; and</li> <li>(d) May issue any other instruction which in his opinion is desirable in connection with the Works.</li> </ul> <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 reliving 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</p>
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		<p>abate or reduce the risk. The contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with variation clause and shall notify the Contractor accordingly, with a copy to the Employer.</p> <p>In case The Engineer is employee of any agency hired by the Employer, the Engineer shall take the approval of the Employer for all technical and financial matters otherwise he shall be considered deemed to have taken the approval of the Employer.</p>
6.	Sub Clause 11.1	<p><b>Contract Price</b></p> <p>The contract price shall be as specified in Article 2 (contract price and terms of payment) of the contract agreement as given in section 9 (contract form).</p> <p>The rates and prices quoted in the BOQ shall be quoted separately in the following currency.</p> <ol style="list-style-type: none"> <li>For the inputs to the work which are expected to supply from within India in INR.</li> <li>For those inputs to the work, which are expected to be supplied from outside India, in foreign currency as specified.</li> </ol> <p>The contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currency of the contract price and Indian Rupees.</p> <p>The bidder is required to note the following while quoting his prices:-</p> <p>As this project is funded by Asian Development Bank (ADB), the project is governed by the following exemptions.</p> <p><b>A. Custom Duty and Excise Duty</b></p> <ol style="list-style-type: none"> <li>The project is eligible for exemption of custom duty as per notification no. 84/97-customs dated 11.11.1997, as amended by notification no. 85/99-cus. Dated 06.07.1999 and no. 119/99-cus. Dated 02.11.1999 and notification no. 75/2001 dated 0-07-01 and notification no. 107/2001-cus. Dated 12.10.2001</li> <li>The project is eligible for exemption of Excise duty as per notification no. 108/95- CE, dated 28.08.1995, as amended vide central excise notification no. 7/98-CE, dated 02.06.1998; 33/98-CE, dated 13.10.1998; 4/99- CE dated 11.02.1999 and 40/99- CE, dated 02.11.1999.</li> </ol> <p>Note:1. Amendments to above notifications, if any, up to the date 28 days prior to the deadline for submission of bids shall also be deemed to be taken into consideration in the Contract Price. The copy of above notification is attached as Annexure – I to the SCC.</p>

		<p>Note: 2. In order to seek exemptions of Custom Duty and/or Excise Duty the JMRC shall issue the required certificates for the project on the request of the contract.</p> <p><b>B. VAT, Rajasthan Entry Tax</b></p> <p>1. Bidder to note that as per the following Notification of Government of Rajasthan, Rajasthan Value Added Tax and Rajasthan Entry Tax on certain goods are exempted for this Contract and Bidder shall take into consideration these exemptions in their Contract Price;</p> <ul style="list-style-type: none"> <li>i. Notification no. F.12 (100)FD/Tax/10-78 dated 6thOctober 2010 issued by Finance Department (Tax Division) of Government of Rajasthan.</li> <li>ii. Notification no. F.12 (100)FD/Tax/10-79 dated 6thOctober 2010 issued by Finance Department (Tax Division) of Government of Rajasthan.</li> <li>iii. Notification no. F.12 (100)FD/Tax/10-80 dated 6thOctober 2010 issued by Finance Department (Tax Division) of Government</li> <li>iv. Notification no. F.12 (100)FD/Tax/10-81 dated 6thOctober 2010 issued by Finance Department (Tax Division) of Government of Rajasthan.</li> </ul> <p>Note:1 Amendments to above notifications, if any, up to the date 28 days prior to the deadline for submission of bids shall also be deemed to be taken into consideration in the Contract Price. The copy of above notification is attached as Annexure – I to the SCC.</p> <p>Note:2 In addition to above exemptions (Custom Duty, Excise Duty, VAT, Rajasthan Entry Tax), if any other exemptions which are available to the contractor by virtue of any notification of Govt./Local Bodies existing as on 28 days prior to the submission of the bids, may be availed by the contractor and JMRC will issue the necessary required certificates for availing such exemptions on the request of the contractor.</p> <p><b>C. Bid Evaluation</b></p> <p>1. Since all taxes and duties are borne by the bidder including service tax, it is to state that the exemption on construction, erection, commissioning or installation of original works pertaining to <u>Metro Rail</u> has been withdrawn by GOI vide notification no. 9/2016-Service tax dated 01.03.2016, w.e.f. 01.03.2016 &amp; now the service tax is applicable on all such contracts to be executed on or after 01.03.2016. However, the abatement as available on original works; will be available and service tax is leviable on 40% of total value @ 14% = 5.6% on gross value plus cess, as applicable. The copy of above</p>
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		<p>notification is attached as Annexure – I to the SCC.</p> <p>2. The bidders shall quote fix lump sum price or as per BOQ price (as the case may be) inclusive of all taxes, levies, duties, cess, freight, insurance and all other incidental charges required to fulfill the contract requirements including statutory deduction viz., TDS towards Income Tax T/Works Contract Tax. Except the exemptions stated in clause A, B above.</p> <p>3. However, any new taxes/duties or any statutory variation in the existing taxes/duties applicable to the JMRC project during the contractual completion shall be to the employers account. The contractor shall furnish the documentary evidence in support of their claims, if any, for reimbursement from JMRC. However, any increase in cost due to new taxes/duties or any statutory variation in the existing taxes/duties applicable to the JMRC project during extended contractual period due to contractors fault shall be to contractor account, whereas any decrease in the taxes/duties shall be employers account.</p> <p><b>D.</b> Taxes and duties paid to the sub-vendors shall not be paid separately and therefore are to be included in the price.</p>
	<b>Sub Clause 11.2</b>	The Contract price shall be adjusted in accordance with the provisions of Appendix-2 (Price adjustment) to the contract agreement.
<b>7.</b>	<b>Sub Clause 12.1</b>	<p><b>Terms of Payment</b></p> <p>The Payments shall be made as per preamble of Bill of Quantities</p>
<b>8.</b>	<b>Sub Clause 13</b>	<p><b>Securities</b></p> <p>1.1 Advance Payment: - The advance shall be paid interest free against acceptable bank guarantee. Total advance payment shall be 10% of the Accepted Contract Amount. The first instalment shall be five percent (5%) payable within 21 days from the date of receipt of guarantees acceptable to the Employer. The second instalment shall be five percent (5%) payable on submission of proof of utilization of the first instalment for the works and the Employer is satisfied that the utilization has been done in purposeful manner and contractor has achieved the Key Dates of detailed Engineering and submitted the technical proposal of major equipments. Advance shall be payable in the currencies and proportions in types and proportions of the currencies mentioned BOQ.</p> <p>Recovery of Advance:-</p> <p>(a) The recovery of advances shall commence when 20% of the original contract value of the work has been paid and it will be completed by the time 85% of the Contract Value has been paid or the completion date whichever is earlier. As far as possible the recovery of advances shall be limited to 30% of an account bill.</p> <p>(b) No advance shall be given after 40% of the original contract</p>



		<p>amount has been paid.</p> <p>(c) The contractor shall always have the option to have the recoveries commenced and/or completed earlier, and/or to have recoveries affected in instalments of higher amount and also to repay part or whole of the advance by direct payment rather than through on-account bills.</p> <p>(d) In case the contract is terminated due to default of the contractor or rescinded/foreclosed due to any other reason, the contractor shall return the unrecovered amount of all advances within 15 days of issue of notice of termination/ rescission/fore closer of the contract and if the contractor fails to do so due to any reason whatsoever, then interest at an interest rate equal to State Bank of India prime lending rate plus 3% per annum or 12% per annum whichever is higher shall be charged on the unrecovered amount of such advances from 16 days onwards till the same is returned by the contractor.</p>
<b>9.</b>	<b>Sub Clause 13.3</b>	<p><b>Performance Security</b></p> <p>13.3.1 The amount of performance security, as a percentage of the Contract Price for the Facility or for the part of the Facility for which a separate Time for Completion is provided, shall be 10% of the contract value in types and proportions of currencies in which the contract price is payable.</p>
		<p>13.3.2 The performance security shall be in the form of the bank guarantee as perform included in Section 9 (Contract Forms).</p>
		<p>13.3.3 The performance security shall not be reduced on the date of the Operational Acceptance. The value of Bank Guarantee can be revised "Once in a year" during the Contract period by the contractor with the consent / approval of the Employer. The reduction in the amount of Performance Security will be proportionate to the Equipment for which the DLP obligations have been completed.</p>
		<p><b>Forfeiture</b></p> <p>i. Failure of the successful Bidder to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the tender security.</p> <p>ii. The whole of the Performance Security amount shall be liable to be forfeited by the Employer at the discretion of the Employer, in the event of any breach of contract on the part of the Contractor.</p> <p>iii. On termination of contract due to contractor's default as per GCC Clause 42.2 the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a</p>

		<p>JV or a partnership firm, then every member/partner of such JV or partnership firm shall be debarred from participating in the bid for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.</p> <p>The Engineer shall not make a claim under the Performance Security except for amounts to which the JMRC is entitled under the contract (Not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:</p> <ul style="list-style-type: none"> <li>a) Failure by the contractor to extend the validity of the Performance Security, in which event the Engineer may claim the full amount of the Performance Security.</li> <li>b) Failure by the contractor to pay JMRC any amount due, either as agreed by the contractor or determined under any or the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.</li> </ul> <p>The contractor being determined or rescinded under provision of the GCC the Performance Security shall be forfeited in full and shall be absolutely at the disposal of the JMRC.</p>
		<p><b>Release</b></p> <ul style="list-style-type: none"> <li>i. On completion of the entire work, one half of the Performance Security shall be refunded to the Contractor, on issue of Completion Certificate by the Engineer, in accordance with GCC Clause 24. This shall not relieve the Contractor from his obligations and liabilities, to make good that may be detected during the Defects Liability Period.</li> <li>ii. The balance amount shall become due and shall be paid to the Contractor on signing of the Performance Certificate after the expiry of the final Defects Liability Period in accordance with GCC Clause 27 &amp; SCC Clause 18.</li> </ul>
<b>10.</b>		<b>Not Used</b>
<b>11.</b>	<b>Sub Clause 19</b>	<p><b>Sub-contracting</b></p> <ul style="list-style-type: none"> <li>a) Contractor need to submit the technical proposal for makes as specified in the contract</li> </ul> <p>For major sub-contracts (each costing over Rs Five Million), it will be obligatory on the part of the Contractor to obtain consent of the Employer. The Employer will give his consent after assessing and satisfying himself of the capability, experience and equipment resources of the sub-contractor. In case the Employer intends to withhold his consent, he should inform the Contractor within 21 days to enable him to make alternative arrangements to fulfill his programme.</p> <p>The Contractor shall provide sufficient superintendence, whether</p>

		<p>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>In the case of sub-contracts for, which the Contractor intends to procure on the basis of outline design, design briefs and performance specification, the Contractor shall, prior to inviting bid from sub-contractors, submit such documents to the Engineer for review.</p> <p>The proposed sub-contract terms and conditions shall impose on the sub-contractor such terms of the Contract as are applicable and appropriate to the part of the Works to be sub-contracted, to enable the Contractor to comply with his obligations under the Contract.</p> <p>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 manufacture or storage.</p> <p>b) For the subcontractor submitted at the time of bidding:-</p> <p>For the work proposed for sub contracting at the time of submission of bid (for evaluation of this contract) as per section 3 (EQC), no change in sub-contractor (submitted for the said work) shall be allowed from LOA to completion of works.</p>
12.	Sub Clause 18.3	<p><b>Progress Report</b></p> <p>(c) monitoring of the obligations in Sub-Clauses 21.1, 22.1.1, 22.2.3 (d), 22.2.7 (d), 22.2.15, 22.2.16 and 53</p>
13.	Sub Clause 20	<p><b>Design and Engineering</b></p> <p>Following shall be read in conjunction with GCC clause:</p> <p><b>General Obligations/Statutory Requirements</b></p> <p>The Design and Construction Standards shall be in conformity with the requirements of "Rules for Opening of a Railway or a Section of a Railway for Public Carriage of Passengers" and "Rules for Introduction of New Type of Rolling Stock" and to the satisfaction of the Commissioner of Railway Safety whose sanction is mandatory for commissioning of the System. The Contractor shall in this regard carry out all statutory tests and trials necessary for obtaining sanction of the competent authority for opening the system for public carriage of passengers and provide assistance and information as required by the appropriate statutory authorities in India.</p> <p><b>Construction and/or Manufacture Documents</b></p> <p>The Contractor shall submit drawings and documents, as required by the Contract, to the Engineer in accordance with any submittal</p>

		<p>schedule agreed with the Engineer. This submittal shall be made sufficiently before the Works are to be carried out to give the Engineer and the Employer reasonable time to examine the drawings or other documents, to prepare comments and for any changes to be accommodated by the Contractor.</p> <p>Where the consent of the Engineer is required, the Engineer shall notify the Contractor in writing of his decision either within such period as may expressly be stipulated in the Contract or otherwise within a reasonable time.</p> <p>If the Engineer has reasonable cause for being dissatisfied with the proposals set out in the Contractor's drawings or documents, the Engineer shall, within a period of 28 days from the date of submittal, require the Contractor in writing to make such amendments thereto as the Engineer may consider necessary. The Contractor shall make and be bound by such amendments at no additional expense to the Employer and shall resubmit the amended drawings or documents for Engineer's consent.</p> <p>Within 14 days of notification of the Engineer's consent the Contractor shall provide the Engineer with the type and number of sets of the relevant drawings or documents as stipulated in the Employer's Requirement.</p> <p>Should it be found at any time after notification of consent that the relevant drawings or documents do not comply with the Contract or do not agree with drawings or documents in relation to which the Engineer has previously notified his consent, the Contractor shall, at his own expense, make such alterations or additions as, in the opinion of the Engineer, are necessary to remedy such non-compliance or non-agreement and shall submit all such varied or amended drawings or documents for the consent of the Engineer.</p> <p>No examination by the Engineer of the drawings or documents submitted by the Contractor, nor any consent of the Engineer in relation to the same, with or without amendment, shall absolve the Contractor from any of his obligations under the Contract or any liability for or arising from such drawings or documents.</p> <p>Prior to commencement of the Tests on completion, the Contractor shall prepare, and submit to the Employers' Representative, As Built Drawings of the system and interactive Operation &amp; Maintenance Manuals in soft copy and hard copy with Four (4) sets of each as in accordance with the Employer's Requirements and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Works. The Works shall not be considered to be completed for the purposes of Completion until such Operation and Maintenance Manuals have been submitted to the Employer's Representative and received his consent.</p> <p>The interactive Operation and Maintenance Manuals and drawings</p>
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		submitted by the Contractor shall, if required, be updated by him during the Defects Liability Period and re-submitted and approved by the Engineer.
<b>14.</b>	<b>Sub Clause 21.1</b>	<p><b>Material</b></p> <p>The Contractor shall adequately record the condition of roads, agricultural land and other infrastructure prior to the start of transporting materials, goods and equipment, and construction.</p>
<b>15.</b>	<b>Sub Clause 22.1.1</b>	<p><b>Bench Mark</b></p> <p>The Contractor shall comply with</p> <ul style="list-style-type: none"> <li>i) The measures and requirements relevant to the Contractor which are set forth in the Resettlement Plan ("RP") / Environmental Management Plan ("EMP") attached as Annexure – IV to the SCC, to the extent it concerns impacts on affected people during construction; and</li> <li>ii) Any corrective or preventive actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the resettlement plan</li> </ul>
<b>16.</b>	<b>Sub Clause 22.2.3</b>	<p><b>Labour laws</b></p> <p>(d) The Contractor shall not make employment decisions based upon personal characteristics unrelated to job requirements. The Contractor shall base the employment relationship upon 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 or retirement, and discipline.</p> <p>The Contractor shall provide equal wages and benefits to men and women for work of equal value or type.</p>
<b>17.</b>	<b>Sub Clause 22.2.</b>	<p><b>Installation</b></p> <p>22.2 Labour</p> <p>22.2.5 Working Hours</p> <p>(a) Normal working hours are: 8 Hours per day</p>
<b>18.</b>	<b>Sub Clause 22.2.7</b>	<p><b>Health and Safety</b></p> <p>(d) The Contractor shall throughout the contract (including the Defect Liability Period):</p> <ul style="list-style-type: none"> <li>(i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and Labour (including all the Contractor's employees, all Sub-</li> </ul>

		<p>Contractors and Employer's and Project Manager's 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 behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular;</p> <p>(ii) provide male or female condoms for all Site staff and Labour as appropriate; and</p> <p>(iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and Labour.</p> <p>The Contractor shall include in the program to be submitted for the execution of the Facilities under Subclause 18.2 an alleviation program 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 program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Subclause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for the preparation and implementation this program shall not exceed the amount dedicated for this purpose.</p> <p>The Contractor shall conduct health and safety programs for workers employed under the project, and shall include information on the trafficking of women and the risk of sexually transmitted diseases, including HIV/AIDs in such programs.</p>
19.	Sub Clause 22.2.8	<p><b>Funeral Arrangements</b></p> <p>Funeral arrangements: The bidder shall be responsible for making funeral arrangements if required.</p>
20.	Sub Clause 22.2.16	<p><b>Prohibition of Harmful Child Labour</b></p> <p>"Child" means a child below the statutory minimum age specified under applicable national, provincial or local law of India."</p>
21.	Sub Clause 24.9	<p><b>Completion of Facilities</b></p> <p>Upon the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Clause 21.1."</p>
22.	Sub Clause 25.2.2	<p><b>Commissioning and Operational Acceptance</b></p>

		The Guarantee Test of the Facilities shall be successfully completed within 3 months from the date of Completion.
23.	Sub Clause 26.2	<p><b>Completion Time Guarantee</b></p> <p>Time is the essence of the contract and therefore if the work is delayed on account of the contractor, liquidated damage shall be recovered @ 0.01% of the contract value per one week delay of the individual KD (Key Dates). However the total liquidated damage is subjected to 10% of the contract value. The liquidated damage of 0.01% is for two stations (Choti Chaupar and Badi Chaupar) which will be distributed equally for each station and the same shall be levied only for the station (s) where key date is not achieved”.</p> <p>The liquidated damages are recovered by the Employer from the Contractor for delay and not as penalty.</p> <p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any <b>sum</b> due, or to become due, to the Contractor. In the event of an extension of time being granted, the amount due under this Sub-Clause shall be recalculated accordingly, and any over-payment refunded. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.</p> <p>The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.</p> <p><b>At any time after the Employer has become entitled to liquidated damages, the Engineer may give notice to the Contractor under clause 42 of GCC requiring the Contractor to complete the Works within a specified reasonable time. Such action shall not prejudice the Employer's entitlements to recovery of liquidated damages, under this Sub-Clause and to terminate under clause 42 of GCC.</b></p>
24.	Sub Clause 26.3	No bonus will be given for earlier Completion of the Facilities or part thereof.
25.	Sub Clause 27.2	<p><b>Defect Liability</b></p> <p>Defect liability period shall be 24 months from the date of issue of taking over certificate. During the Defects Liability Period the Contractor shall provide, free of cost, competent and skilled personnel and maintain adequate stock of spares so as to promptly fulfil his obligations during the Defects Liability Period as laid down in GCC and Employer's Requirements. A penalty of Rs.10000/- per day in DLP period will be imposed if major equipment (as defined in the contract documents) or any complete system is not working for more than 24 Hrs.</p>

		<ul style="list-style-type: none"> <li> <b>Maintenance during Defects Liability Period</b>  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 stations 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. 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. </li> <li> <b>Routine Maintenance</b>  Submit Monthly status report to the Engineer –in – Charge. </li> <li> <b>Repairs</b>  All equipment that requires repairing shall be immediately serviced and repaired. </li> <li> <b>Complaints</b>  The Contractor shall receive calls for any and all problems experienced in the operation of the systems, attend to these within 120 minutes of receiving the complaints and shall take steps to immediately correct any deficiencies that may exist. </li> <li> <b>Maintenance Log Book.</b>  The Contractor shall maintain a Maintenance Log Book at each Station, the format for which shall be approved by Engineer – in – charge. In the Maintenance Log book the details about date of Routine Maintenance, Routine Maintenance activities performed, Details of Call – out visit / Break – down maintenance, etc. shall be maintained. Copy of relevant pages of the Log book to be submitted to the Engineer – in – charge with the Monthly status report. </li> <li> <b>Failure Analysis Report.</b>  The Contractor shall submit a report for the Failure Analysis in the format approved by the “Engineer” giving the details of the type of fault, cause of fault, analysis of faulty component, etc correlated with the details of last preventive maintenance activity performed.   The Contract shall not be considered to be completed until the Performance Certificate has been signed by the Engineer and delivered to the Contractor at the end of ‘Defect Liability Period, stating the date on which the Contractor completed his obligations related to completion of works and rectification of defects during Defect Liability Period to the Engineer's satisfaction. Only the Performance Certificate shall be deemed to constitute approval of the Works. </li> </ul>
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26.	Sub Clause 30.1	<b>Limitation of Liability</b> (b) The multiplier of the Contract Price is: One
27.	Sub Clause 35.3	<b>Unforeseen Conditions</b> In addition to notice of any Unforeseeable physical conditions, the Contractor shall provide the Engineer with a written notice of any unanticipated environmental or resettlement risks or impacts that arise during construction, implementation or operation of the Plant or Permanent Works, which were not considered in the initial environmental examination, the environmental management plan or the resettlement plan attached as Annexure – IV to the SCC.
28.	Sub Clause 39.	<b>Change in the Facilities</b> Following is added to the clause 39 of GCC i) 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. ii) Such variations shall be paid as follows: a) 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 mentioned therein and not to individual items. In case of variation in quantities on minus side, contract rates will be payable for executed quantities. b) In case of foundation work, no variation limit applies and Contractor shall carry out the Work, at rates stipulated in the Contract irrespective of any variation. c) In case of earth work, the aforesaid variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantity of individual classifications of soil will not be subject to this limit where any variation can take place. d) For items against which the quantity given in the Bills of Quantities is “if or as required”, there shall be no increase/decrease of rates whatever be the quantity finally executed. e) Variation in the quantity of items individually costing upto 1%

		<p>of the total contract value, shall be payable at the rates stated in the Contract. notwithstanding the magnitude of variation upto 2% of the original Contract Value for each item.</p> <p>f) In case the variation in individual items or the group of items as stipulated above, is more than 25% (positive or negative) , the rate for the varied quantity 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>g) In case Engineer introduces an item for which the Contract does not contain any rates or prices applicable to the varied Works, the rate of such items shall be derived, wherever possible, from rate for similar items available in the Bill of Quantities of the accepted Bid. In case this is not possible, the rate may be decided on the following basis:</p> <p>i) Cost of Materials at current market price, as actually utilised in the final finished Permanent Works, including a reasonable percentage for wastage and transportation.</p> <p>ii) 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.</p> <p>iii) 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.</p> <p>iv) Hire charges for Plant &amp; 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 &amp; Machinery for this purpose.</p> <p>v) An amount of 20% of items (i), (ii), (iii) and (iv) above to allow for Contractor's overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free to the Contractor.</p> <p>vi) In all cases where extra items of work are involved, for which there are no rates in the accepted Bill of Quantities the Contractor shall give a notice to the Engineer, of at least 7 days before the need for their</p>
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		<p>execution arises.</p> <p>h) In the event of disagreement in respect of items (f) and (g) above, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25% new items executed through any other agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.</p>
29.	Sub Clause 45.1	<p><b>Disputes and Arbitration</b></p> <p>If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:</p> <p>(a) Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto 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 for the claims upto Rs.5 million and a panel of five Arbitrators 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 or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The</p>

		<p>arbitration proceedings shall be held in Jaipur only. The language of proceedings, that of documents and communication shall be English.</p> <p>(b) 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>(c) 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.</p> <p><b>Interest on Arbitration Award</b></p> <p>Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.</p> <p><b>Cost of Arbitration</b></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 agreed by both the parties or provided under the International Arbitration Rules.</p> <p><b>Jurisdiction of Courts</b></p> <p>Where recourse to a Court is to be made in respect of any matter, the court at Jaipur shall have the exclusive jurisdiction to try all disputes between the parties.</p> <p><b>Suspension of Work on Account of Arbitration</b></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 arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.</p>
	<b>Sub Clause 45.2</b>	Appointment (if not agreed) to be made by: Employer
	<b>Sub Clause 45.2</b>	Rules of procedure for arbitration proceedings: As per law of the Republic of India
<b>30.</b>	<b>Additional Clause</b>	<p><b>Claims, Disputes and Conciliation</b></p> <p>(i) <b>Procedure for Claims</b></p> <p>If the Contractor intends to claim any additional payment under any clause of these Conditions or otherwise, the Contractor shall give notice to the Engineer as soon as</p>

		<p>possible and in any event within 28 days of the start of the event giving rise to the claim.</p> <p>The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer shall, on receipt of such notice, inspect such records and may instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all such records, and shall (if instructed) submit copies to the Engineer.</p> <p>Within 28 days of such notice, or such other time as may be agreed by the Engineer, the Contractor shall send to the Engineer an account, giving detailed particulars of the amount and basis of the claim. Where the event giving rise to the claim has a continuing effect, such amount shall be considered as interim. The Contractor shall then, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event.</p> <p>If the Contractor fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.</p> <p><b>(ii) Payment for Claims</b></p> <p>The Contractor shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Engineer considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated.</p> <p><b>(iii) No legal action Till Dispute Settlement Procedure is Exhausted</b></p> <p>Any and all Disputes shall be settled in accordance with the provisions of this clause. 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 this clause shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.</p> <p><b>(iv) Notice of Dispute</b></p> <p>For the purpose of clause (v), a Dispute shall be deemed to</p>
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		<p>arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by the Engineer.</p> <p><b>(v) Two Stages for Dispute Resolution</b></p> <p>Disputes shall be settled through two stages:</p> <ol style="list-style-type: none"> <li>Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" (as amended from time to time) and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;</li> <li>Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" (as amended from time to time) and in accordance with this Clause.</li> </ol> <p><b>(vi) Conciliation</b></p> <p>Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.</p> <p>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.</p> <p>The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.</p> <p><b>(vii) Conciliation Procedure</b></p> <p>For the purpose of conciliation in this contract, the conciliation shall be undertaken by one conciliator selected from panel of conciliators maintained by the employer, 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.</p> <p>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</p>
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		<p>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.</p> <p>When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.</p> <p>If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement.</p> <p>When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.</p> <p>The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties.</p> <p>As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.</p> <p>The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.</p> <p><b>(viii) Termination of Conciliation Proceedings</b></p> <p>The conciliation proceedings shall be terminated:</p> <ol style="list-style-type: none"> <li>by the signing of the settlement agreement by the parties on the date of agreement; or</li> <li>by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or</li> <li>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</li> <li>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.</li> </ol> <p>Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give</p>
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		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.
<b>31.</b>	<b>Sub Clause 46</b>	<p><b>Eligibility</b></p> <p>46.1 The Contractor shall have the nationality of an ADB member country. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.</p> <p>46.2 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment and services.</p> <p>46.3 For purposes of SCC 46.2, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.</p>
<b>32.</b>	<b>Additional Clause</b>	<p><b>Quantity Variation</b></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. The Contractor shall be bound to carry out and complete the stipulated work irrespective of variation in individual items, at the same rate as specified in the Bill of Quantities subject to variation in the value of the Contract being limited to 25% of the total original/enhanced value of the contract.</p> <p>The variations can be implemented anywhere in the network of JMRC.</p>
<b>33.</b>	<b>Additional Clause</b>	<p><b>Retention Money</b></p> <p>Retention money equal to 10 percent of the amount due to the Contractor from each on account payment will be retained, so as to maintain a reserve in the hands of the Employer equal to 5 percent of the Contract Price. Contractor will have the option to submit Bank Guarantee in lieu of deduction of retention money.</p> <p>The Retention money shall be held by the Employer without obligation to invest them or account for interest thereon or to place them in a</p>



		<p>designated account. No interest of whatsoever nature and type will be payable by the Employer in respect of Retention monies.</p> <p>Retention money shall become due to the Contractor on the date of issue of the Completion Certificate of works in respective sections/corridors.</p>
34.	Additional Clause	<p><b>Manufacture, Construction, Execution, Supply, Installation, Testing and Commissioning (Including Integrated Testing and Commissioning) Methods</b></p> <p>The Contractor shall submit complete documents and information pertaining to the methods of manufacture, construction, execution, supply, installation, testing and commissioning (including Integrated Testing and Commissioning) which the Contractor proposes to adopt or use. The Engineer will then check to see whether, if such methods are adhered to, the Works can be executed in accordance with the Contract and without detriment to the Works (when completed) and to other works comprising the Project.</p> <p>The Engineer shall inform the Contractor in writing within a reasonable period after receipt of the above information;</p> <ul style="list-style-type: none"> <li>a) that the Contractor's proposed methods of manufacture, construction, execution, testing and commissioning (including Integrated Testing and Commissioning) have the approval of the Engineer; or</li> <li>b) in what respects, in the opinion of the Engineer, the Contractor's proposed methods of manufacture, construction, execution, etc: <ul style="list-style-type: none"> <li>I. fail to comply with the Employer's Requirements;</li> <li>II. would be detrimental to the Works and/or to the other works comprising the Project;</li> <li>III. do not comply with the other requirements of the Contract; or</li> </ul> </li> <li>c) as to the further documents or information which are required to enable the Engineer to properly assess the proposed methods of manufacture, etc.</li> </ul> <p>In the event that the Engineer does not give his approval, 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 approval. The Contractor shall not change the methods of manufacture, construction, execution, supply, installation, testing and commissioning (including Integrated Testing and Commissioning) which have received the Engineer's approval without further review and approval in writing of the Engineer.</p>

		Notwithstanding the foregoing provisions of this Clause, or that certain of the Contractor's proposed methods of manufacture, etc. may be the subject of the approval of the Engineer, the Contractor shall not be relieved of any liability or obligation under the Contract.
<b>35.</b>	<b>Additional Clause</b>	<p><b>Operation and Maintenance</b></p> <p>The Contractor shall provide Expert team for Maintenance till the end of DLP and assistance in operation for initial 6 months from R.O.D. The deployment of these Experts and team shall be continuous. These Experts and team shall work under the administrative control of the Employer. These Experts and team shall also ensure that the Client's maintenance staff acquire necessary skills and follow correct procedures and practices in the maintenance, overhaul and repair of various components for the system as well as for the maintenance of the related software (if any) after the DLP. The qualification and experience of the Experts to be deployed by the Contractor shall be as prescribed in the Employer's Requirements. Prior approval of the Employer shall be necessary before the Experts are deployed for maintenance and operation. The Contractor shall replace promptly, Contractor's experts who are not considered suitable by the Engineer.</p>
<b>36.</b>	<b>Additional Clause</b>	<p><b>Deployment of Personnel by the Employer</b></p> <p>The Contractor shall deploy personnel sponsored by the Employer during the Contract Period in areas stipulated in the Employer's Requirements.</p> <p>The travel expenses, salary and allowances, boarding and lodging expenses of these sponsored personnel shall be borne by the Employer but the Contractor shall provide other facilities required for the purpose of performing their duties. The sponsored personnel shall be under the technical and administrative control of the Contractor.</p>
<b>37.</b>	<b>Additional Clause</b>	<p><b>Indemnity Bond</b></p> <p>The contractor shall submit an Indemnity Bond in the format given in Annexure-II against payments made for Plant and Equipment delivered to Jaipur.</p>
<b>38.</b>	<b>Additional Clause</b>	<p><b>Digitised Data</b></p> <p>All Drawings, Proposal, Manuals, Design, Correspondence, Final Bid (Contract) documents and submittals etc. should be submitted in digitized form along with the Hard Copy. Price if any to be included in the quoted price.</p>
<b>39.</b>	<b>Additional Clause</b>	<p><b>Technology Transfer</b></p> <p>The Contractor shall provide the Transfer of Technology as stipulated in bid document.</p>

40.	<b>Additional Clause</b>	<p><b>Quality Plan</b></p> <p>The detailed Quality Plan shall be developed from the Outline Quality Plan to meet the stipulations of the Employer's Requirements.</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>
41.	<b>Additional Clause</b>	<p><b>Work by persons other than the Contractor</b></p> <p>If the Contractor shall fail to carry out any work required under the Contract or refuse to comply with any instruction or order given by the Engineer in accordance with the Contract within a reasonable time, the Engineer may give the Contractor 14 days' notice in writing to carry out such work or comply with such instruction. If the Contractor fails to comply with such notice, the Employer shall be entitled to carry out such work or instruction by his own workmen or by other contractors. Without prejudice to any other right or remedy, all additional expenditure properly incurred by the Employer in having such work or instruction carried out shall be recoverable by the Employer from the Contractor.</p> <p>If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, in the opinion of the Engineer, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Engineer may authorise the carrying out of such remedial or other work by a person other than the Contractor. If the remedial or other work so authorised by the Engineer is work, which, in the Engineer's opinion, the Contractor was liable to do under the defect liability period Contract, all expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor, provided that the Engineer shall, as soon after the occurrence of any such emergency</p>

		as may be reasonably practicable, notify the Contractor thereof in writing.
<b>42.</b>	<b>Additional Clause</b>	<p><b>Entry with full preparation as per SHE</b></p> <p>The contractor need to mobilize at site with full preparation with proper provision of display boards (mentioning various details like Contract Name, Contract Value, Scope, Organization, Contract Details, Labour Laws obligations as per agreement with the engineer), lighting, Water Supply, Ventilation Facility, Toilet Facility, Tea &amp; Coffee facility, Cleaning arrangement etc (this list is indicative not exhaustive). The engineer shall approve after inspection and shall issue no objection certificate for erection of the equipment.</p>
<b>43.</b>	<b>Additional Clause</b>	<p><b>Nuisance</b></p> <p>Contractor will be responsible for any unhygienic conditions in the area under their possession and liable to be penalized if condition does not improve despite warnings/notices</p>
<b>44.</b>	<b>Additional Clause</b>	<p><b>Interface Requirement</b></p> <p>The contractor shall be responsible to interface with the other contractors as per the interface table provided in the contract. JMRC 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 and the ultimate responsibility of commissioning lies with the contractor.</p>
<b>45.</b>	<b>Additional Clause</b>	<p><b>Site Progress</b></p> <p>The contractor shall prepare Performa in consultation with the engineer and submit to engineer the monthly progress report and will be required to deliver the Power Point presentation as and when instructed by the engineer.</p>
<b>46.</b>	<b>Additional Clause</b>	<p><b>Maintaining the Site</b></p> <p>In general the cleanliness, lighting, safety, security, drinking water, first aid etc will be the responsibility of the civil contractor as specified in the interface document.</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 noticed by the engineer a minimum penalty of Rs. 5000/- shall be imposed for each instance.</p>
<b>47.</b>	<b>Additional Clause</b>	<p><b>Material not as per approved makes</b></p> <p>Once the contractor has got the vendor approved the contractor shall</p>

		procure the material from the 'approved' sources. In the event, material found at site from the unapproved sources, the engineer can decide not to pay the BOQ price for the same.
48.	<b>Additional Clause</b>	<p><b>BOCW (Building and Other Construction Works) Cess</b></p> <p>Bidders need to judge the applicability of BOCW for the work. Any liabilities on account of BOCW at any stage shall be on part of bidder and the quoted price shall be inclusive of BOCW charges.</p> <p>If same is not applicable, the bidder needs to submit required undertaking/certificates. The JMRC shall make the deduction accordingly and deposit the amount to the concerned authorities.</p>
49.	<b>Additional Clause</b>	<p><b>Bank Guarantee for Supplementary Agreement</b></p> <p>The contractor shall submit the Bank Guarantee for 10 % value for works to be executed through supplementary agreement at the time of signing of the supplementary agreement. The bank Guarantee shall be valid till the 28 days beyond the completion of the works to be executed through supplementary agreement.</p>
50.	<b>Additional Clause</b>	<p><b>Service Tax for AMC Work</b></p> <p>The contractor shall submit his offer for AMC works beyond DLP inclusive of service tax.</p>
51.	<b>Additional Clause</b>	<p><b>Professional Indemnity Insurance (PII)</b></p> <p>The Contractor shall effect and maintain professional indemnity insurance, preferably in the name of JMRC, for the amount in Indian Rupees stipulated in Contract forms in respect of any design of the Works to be carried out by, or on behalf of the Contractor. This insurance, which shall ensure the Contractor's liability by reason of professional negligence and errors in the design of the works, shall be valid from the date of commencement of Works, until 5 years after the date of issue of Performance Certificate. Alternatively the Contractor shall redeem the insurance before the expiry of the Yearly Insurance in such a way that the entire validity period is covered.</p> <p>The Engineer will not issue Final Payment Certificate until the Contractor has produced evidence that coverage of the professional indemnity insurance has been provided for the aforesaid period.</p> <p>The Contractor shall, within the respective periods stated in the Bid documents (calculated from the Commencement Date), submit to the Employer:</p> <p>(a) evidence that the insurances described in this Clause have been effected, with an Insurance Company operating in India, and</p> <p>(b) copies of the policies for the insurances.</p> <p>When each premium has been paid, the contractor shall submit copy of receipts to the employer. The contractor shall also, when providing</p>

		<p>such evidence, policies and receipts to the employer, notify the engineer of so doing.</p> <p>The contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the employer. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify such loss or damage. Payments received from insurers shall be used for the rectification of such loss or damage.</p> <p>The contractor (and, if appropriate, the employer) shall comply with the conditions stipulated in each of the insurance policies. The contractor shall make no material alteration to the terms of any insurance without the prior approval of the employer. If an insurer makes (or purports to make) any such alteration, the-contractor shall notify the employer immediately.</p> <p>If the contractor fails to effect and keep in force any of the insurances required under the contract, or fails to provide satisfactory evidence, policies and receipts in accordance with this sub-clause, the employer may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default, and pay the premiums due. In such cases the premium paid by the employer plus overheads (equal to 50% of the premium paid) shall be recoverable from the contractor by the employer, and may be deducted by the employer from any monies due, or to become due, to the contractor or recover the same as debt due from the contractor. The contractor shall not dispute the amount of premium paid by the employer or the overhead charges thereon.</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 amount not insured or not recovered from the insurers shall be borne by the contractor.</p> <p>The Contractor shall submit to the Engineer, the details of all claims made with the insurer and claims accepted by the insurer or any other details as required by the Engineer on monthly basis.</p>
<b>52.</b>	<b>Additional Clause</b>	<p><b>Extension of time of completion</b></p> <p>The site shall be made available progressively and if some part is not made available then the extension of time shall be allowed only to the work/KD of that particular part.</p>
<b>53.</b>	<b>Additional Clause</b>	<p>"The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.</p> <p>The Contractor shall (a) establish an operational system for managing environmental impacts, (b) carry out all of the monitoring and mitigation measures set forth in the [Initial Environmental Examination ("IEE")] or [Environmental Management Plan ("EMP")] and (c) allocate the budget required to ensure that such measures are carried out. The</p>

		<p>Contractor shall submit semi-annual reports on the carrying out of such measures to the Employer.</p> <p>More particularly, the Contractor shall comply with (i) the measures and requirements set forth in the initial environmental examination and the environmental management plan attached as Annexure – IV to the SCC and (ii) any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the initial environmental examination and the environmental management plan.</p> <p>The Contractor shall allocate a budget for compliance with these measures, requirements and actions.”</p>
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## ANNEXURE-I

-9- 132

**Notification No. 108/95-CE, Dt. 28-8-95****Goods supplied to UN/Intni. Organisations or Proj.**

As amended vide Central Excise Notification No. 7/98-CE, dt. 2-6-1998;  
33/98-CE, dt. 13-10-1998; 4/99-CE, dt. 11-2-99 and 40/99-CE, dt. 2-11-99.

In exercise of the powers conferred by sub-section (1) of section 5A of the Central Excises and Salt Act, 1944 (1 of 1944) read with sub-section (3) of section 3 of the Additional Duties of Excise (Goods of Special Importance) Act, 1957 (58 of 1957), the Central Government, being satisfied that it is necessary in the public interest so to do, hereby exempts all goods falling under the Schedule to the Central Excise Tariff Act, 1985 (5 of 1986) (hereinafter referred to as the said goods) when supplied to the United Nations or an international organisation for their official use or supplied to the projects financed by the said United Nations or an international organisation and approved by the Government of India, from the whole of-

(i) the duty of excise leviable thereon under section 3 of the Central Excises Act, 1944 (1 of 1944); and

(ii) the additional duty of excise leviable thereon under sub-section (1) of section 3 of the Additional Duties of Excise (Goods of Special Importance) Act, 1957 (58 of 1957):

Provided that before clearance if the said goods, the manufacturer produces before the Assistant Commissioner of Central Excise having jurisdiction over his factory :-

(a) in case the said goods are intended for the official use by the United Nations or an international organisation, a certificate from the United Nations or that international organisation that the said goods are intended for such use;

(b) in case of the said goods are-

(i) Supplied to an international organisation listed in the Annexure appended to this notification for use in a project that has been approved by the Government of India and financed (whether by a loan or a grant) by such an organisation, a certificate from such an organisation that the said goods are required for the execution of the said project and that the said project has duly been approved by the Government of India; or

(ii) Supplied to a project that has been approved by the Government of India and financed (whether by a loan or a grant) by an international organisation listed in the said annexure, a certificate from an officer not below the rank of Deputy Secretary to the Government of India, in the Ministry of finance (Department of Economic Affairs) that the said goods are required for the execution of the said project and that the said project has duly been approved by the government of India;

(Above b) i & ii have been substituted vide Cen Exc NTF 40/99 dt. 2-11-99)

(c) in case the said goods are intended to be supplied to a project financed (whether by a loan or a grant) by the World Bank, the Asian Development Bank or any international organisation, other than those listed in the



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Annexure, and

(Above c) has been amended vide Cen Exc NTF 40/99 dt. 2-11-99)

(i) if the said project has been approved by the Government of India, a certificate from the executive head of the Project Implementing Authority and countersigned by an officer not below the rank of a Joint Secretary to the Government of India, in the concerned Line Ministry in the Government of India, that the said goods are required for the execution of the said project and that the said project has duly been approved by the Government of India, and

(ii) if the said project has been approved by the Government of India for implementation by the Government of a State or a Union Territory, a certificate from the executive head of the Project Implementing Authority and countersigned by the Principal Secretary or the Secretary (Finance), as the case may be, in the concerned State Government or the Union Territory, that the said goods are required for the execution of the said project, and that the said project has duly been approved by the Government of India for implementation by the concerned State Government.

(Above proviso has been amended vide Central Excise Notification No. 4/99 dt. 11-2-99)

**Explanation.**-For the purpose of this notification,-

(a) "international organisation" means an international organisation to which the Central Government has declared, in pursuance of section 3 of the United Nations (Privileges and Immunities) Act, 1947 (46 of 1947), that the provisions of the Schedule to the said Act shall apply;

(b) "Line Ministry" means a Ministry in the Government of India, which has been so nominated with respect to a project, by the Government of India, in the Ministry of Finance (Department of Economic Affairs).'

(Above explanation has been amended vide Central Excise Notification No. 4/99 dt. 11-2-99)

**ANNEXURE**

1. United Nations Development Programme,
2. United Nations International Childrens' Fund,
3. Food and Agricultural Organisation,
4. International Labour Organisation,
5. World health Organisation,
6. United Nations Population Fund.
7. United Nations World Food Programme

Page 2 of 5

8. United Nations Industrial Development Organisation.

(Above Sl. No. (8.) has been inserted vide Ntf. No. 50/2001-CE, dt. 12-10-2001)

(Above Sl. No. (7.) has been inserted vide Ntf. No. 36/2001-CE, dt. 6-7-2001)

(Above ANNEXURE has been added vide Cen NTF 40/99 dt. 2-11-99)

(Note:-see Ntf. No. 31/2001-CE(NT), dt. 21/06/2001)

9/20/13

Notification No. 84/97-Customs

134-6-

Seeks to Exempt Imports by United Nations or International organisation for execution of projects in India.

11-11-1997

## Notification No. 84/97-Customs

In exercise of the powers conferred by sub-section (1) of section 25 of the Customs Act, 1962 (52 of 1962), read with sub-section (4) of section 68 of the Finance (No. 2) Act, 1996 (33 of 1996), the Central Government, being satisfied that it is necessary in the public interest so to do, hereby exempts all the goods imported into India for execution of projects financed by the United Nations or an International Organisation and approved by the Government of India, from the whole of the duty of customs leviable thereon under First Schedule to the Customs Tariff Act, 1975 (51 of 1975), the whole of the additional duty of customs leviable thereon under section 3 of the said Customs Tariff Act and the whole of the special duty of customs leviable under section 68 of the Finance (No. 2) Act 1996 (33 of 1996):

Provided that the importer, at the time of clearance of the goods, produces before the Assistant Commissioner of Customs or Deputy Commissioner of Customs, as the case may be, having jurisdiction, -

(i) in case the said goods are -

(a) Imported by an international organisation listed in the Annexure appended to this notification and intended to be used in a project that has been approved by the Government of India and financed (whether by a loan or a grant) by such an organisation, a certificate from such organisation that the said goods are required for the execution of the said project and that the said project has duly been approved by the Government of India; or

(b) imported for use in a project that has been approved by the Government of India and financed (whether by a loan or a grant) by an international organisation listed in the said Annexure, a certificate from an officer not below the rank of Deputy Secretary to the Government of India, in the Ministry of Finance (Department of Economic Affairs) that the said goods are required for the execution of the said project and that the said project has duly been approved by the Government of India;

(ii) in case the said goods are intended to be used in a project financed (whether by a loan or a grant) by the World Bank, the Asian Development Bank or any other international organisation other than those listed in the Annexure, and the said project has been approved by the Government of India, a certificate from the executive head of the Project Implementing Authority and countersigned by an officer not below the rank of a Joint Secretary the Government of India, in the concerned Line Ministry in the Government of India, that the said goods are required for the execution of the said project and that the said project has duly been approved by the Government of India, and

(iii) in case the said goods are intended to be used in a project financed (whether by a loan or a grant) by the World Bank, the Asian Development Bank or any other international organisation, other than those listed in the Annexure and the said project has been approved by the Government of India for implementation by the Government of a State or a Union Territory, a certificate from the executive head of the Project Implementing Authority and countersigned by the Principal Secretary or the Secretary (Finance), as the case may be, in the concerned State Government or the Union Territory, that the said goods are required for the execution of the said project, and that the said project has duly been approved by the Government of India for implementation by the concerned State Government.

*Explanation.* - For the purposes of this notification, -

(a) "international organisation" means an international organisation to which the Central Government has declared, in pursuance of section 3 of the United Nations (Privileges and Immunities) Act, 1947 (46 of 1947), that the provisions of the Schedule to the said Act shall apply;

(b) "Line Ministry" means a Ministry in the Government of India, which has been so nominated with respect to a project, by the Government of India, in the Ministry of Finance (Department of Economic Affairs).

[www.cbec.gov.in/customs/cs-act/notifications/notifs-before2k/cs84-97c.htm](http://www.cbec.gov.in/customs/cs-act/notifications/notifs-before2k/cs84-97c.htm)

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9/5/13

Notification No. 84/97-Customs

133-5-

## ANNEXURE

1. United Nations Development Programme,
2. United Nations International Childrens' Fund,
3. Food and Agricultural Organisation,
4. International Labour Organisation,
5. World Health Organisation,
6. United Nations Population Fund.
7. United Nations World Food Programme.
8. United Nations Industrial Development Organisation.

*Notification No. 84/97-Cus., dated 11-11-1997 as amended by Notification No. 85/99-Cus., dated 6-7-1999 and No. 119/99-Cus., dated 2-11-1999 and Notification No. 75/2001 dt. 0-07-01 and Notification No. 107/2001-Cus., dated 12.10.2001.*

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**Cus Ntf No.85/1999 Date 6/7/1999**

**Imports for Projects financed by UN - Duty Exemption conditions changed**

In exercise of the powers conferred by sub-section (1) of section 25 of the Customs Act, 1962 (52 of 1962), the Central Government, being satisfied that it is necessary in the public interest so to do, hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Department of Revenue), No.84/97 Customs, dated the 11th November, 1997, namely:

In the said notification,-

- i. for the words "all the goods imported into India by the United Nations or an international organisation for execution of projects financed by them", the following words shall be substituted, namely:-

"all the goods imported into India for execution of projects financed by the United Nations or an international organisation"

- ii. for the proviso, the following shall be substituted, namely: -

"Provided that the importer, at the time of clearance of the goods, produces before the Assistant Commissioner of Customs or Deputy Commissioner of Customs, as the case may be, having jurisdiction:-

- i. in case the said goods are intended to be used in a project financed (whether by a loan or a grant) by the United Nations and the said project has been approved by the Government of India, a certificate from an officer not below the rank of a Deputy Secretary to the Government of India, in the Ministry of Finance (Department of Economic Affairs), that the said goods are required for the execution of the said project financed by the United Nations and that the said project has duly been approved by the Government of India, or
- ii. in case the said goods are intended to be used in a project financed (whether by a loan or a grant) by the World Bank, the Asian Development Bank or any other international organisation, and the project has been approved by the Government of India, a certificate from the executive head of the Project Implementing Authority and countersigned by an officer not below the rank of a Joint Secretary to the Government of India, in the concerned Line Ministry in the Government of India, that the said goods are required for the execution of the said project and that the said project has duly been approved by the Government of India, and
- iii. in case the said goods are intended to be used in a project financed (whether by a loan or a grant) by the World Bank, the Asian Development Bank or any other international organisation, and the said project has been approved by the Government of India for implementation by the Government of a State or a Union Territory a certificate from the executive head of the Project Implementing Authority and countersigned by the Principal Secretary or the Secretary (Finance), as the case may be, in the concerned State

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Government or the Union Territory, that the said goods are required for the execution of the said project, and that the said project has duly been approved by the Government of India for implementation by the concerned State Government";

- iii. for the Explanation, the following Explanation shall be substituted, namely:-

"Explanation For the purposes of this notification,-

- a. "international organisation" means an international organisation to which the central Government has declared, in pursuance of section 3 of the United Nations (Privileges and Immunities) Act, 1947 (46 of 1947), that the provisions of the Schedule to the said Act shall apply;
- b. "Line Ministry" means a Ministry in the Government of India, which has been so nominated with respect to a project, by the Government of India, in the Ministry of Finance (Department of Economic Affairs)".

Sd/-  
(Prashant Kumar Sinha)  
Under Secretary to the Government of India

Issued by:  
Ministry of Finance Department of Revenue  
New Delhi.



GOVERNMENT OF RAJASTHAN  
FINANCE DEPARTMENT  
(TAX DIVISION)

NOTIFICATION

Jaipur, Dated:- 06-10-2010

VAT  
EXEMPTION

In exercise of the powers conferred by sub-section (3) of section 8 of the Rajasthan Value Added Tax Act, 2003 (Act No. 4 of 2003), the State Government being of the opinion that it is expedient in the public interest so to do, hereby exempts from payment of tax payable on purchases of taxable goods and equipments mentioned in annexure-'A' of this notification, made by any registered dealer for exclusive use in execution of works contracts related to Metro Rail Project in Jaipur City awarded by the Delhi Metro Rail Corporation Limited for Jaipur Metro Rail Project on the following conditions, namely:-

1. That the purchasing registered dealer has a valid contract with the Delhi Metro Rail Corporation Limited for execution of works contracts related to Metro Rail project in Jaipur City;
2. That the purchasing registered dealer shall ensure that the sale invoice of goods contains the expression "The goods purchased by this invoice have been purchased in pursuance to contract with Delhi Metro Rail Corporation Limited for exclusive use in the Jaipur Metro Rail Project";
3. That the purchasing registered dealer shall submit a monthly statement of such taxable purchases to his assessing authority within fifteen days from the close of the month; and
4. That the purchasing registered dealer shall submit a declaration to the selling dealer in the form specified in Annexure- 'B' of this notification, for every taxable purchase made by him, duly certified by the authorized officer of the Delhi Metro Rail Corporation Limited. Exemption from payment of tax on such sales made by the selling dealer shall be allowed only on furnishing of the said declaration to his assessing authority.

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**ANNEXURE-'A'****List of goods required for execution of Metro Rail Project in Jaipur City**

S.No.	Name of Goods	S.No.	Name of Goods
1.	Cement	17.	Marble/granite/tiles/ kota stone
2.	Steel (a) TOR, TMT (b) HTS (c) Binding wire (d) Plate, structural Steel (i) Angle (ii) Channel (iii) SMB etc. (iv) Pipe	18.	Sanitary fitting/wares
3.	Aggregate	19.	Sheet AC/GI/others
4.	Sand	20.	Paver block/ CC blocks
5.	Ply	21.	Bitumen
6.	Batten- wooden	22.	Stainless steel pipe/hollow section
7.	Hardware -Nail etc	23.	Paint/snow-cem/putty etc
8.	Bearing i. Neoprene ii. Pot /PTFE	24.	Diesel/petrol
9.	Bentonite	25.	Tyre
10.	Ready mix concrete	26.	Spare part of 4 wheeler dumper, Tractor, Crane, Gantry
11.	Jacks	27.	Electrical cable/ fitting
12.	GI/CI/PVC/SW Pipes	28.	Signal& telecom cable & fittings equipments
13.	JCB, excavator, loader, truck, Car, Jeep, dumper, tractor, trailer, cranes, battery plant, concrete pump, placer, transit mixer, gantry, launchings girder, piling rig	29.	Rail
14.	Bricks/stone	30.	PSC sleeper, CI inserts
15.	Aluminum	31.	Track fittings: - Points and crossing, pandrol clip, rubber pad, liner
16.	Wooden/ply doors	32.	Ballast



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**List of electrical equipment:**

1. **25 Km. (S.P.) AC. Traction:** All equipment used for erecting of overhead (25 KV -A.C. traction System including. Contact wire, centenary wire, Droppers, Insulators, Masts, Portals, Drop Arm, Steel structures, Automatic Tensioning Device, Traction Return Rail Bonding, Earthing System etc.
2. **Power & Distribution transformers:** 220/132 KV, 132/33 KV, 33 KV /25 KV - Power 33/0.415 Aux.transformers, Booster transformers etc.
3. **Sub Stations:**All the equipments installed in substation including single Bus Bar with Bus sectioning or Double Bus Bar with Bus coupler, circuit breakers, interrupters (220 KV, 132 KV, 25 KV single phase) for traction load and 33 KV side for Auxilliary loads, lightening protection equipment, Instrument transformers (current & Voltage), Protection Relays etc.
4. **H.T. & L.T. Cables :** All cables used for connecting the Equipments in the above stated system for operation & control.
5. **Stand By arrangement:** A) D.G. Set. 200 KVA at elevated Stations, D.G. Set. 2x1000/750 KVA at U.G. Station (chandpole)  
B) Battery Chargers with Batteries for control supply.
6. Equipments used in supervisory control & Data Acquisition (SCADA) system with Optical Fibre Glass Cables.
7. All the Equipment used in Ventilation & Air Conditioning System.
8. Equipments used for Illumination.
9. Equipments used for provision of Fans.
10. Equipments used for provision of exhaust fans.
11. Equipments used for provision of Escalators/Lifts.
12. Equipments used for provision of Pump Sets.
13. Equipments required for cool drinking water.
14. Equipments for provision of Sign age on P.F & Sin Bldg's

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**ANNEXURE-'B'****DECLARATION FOR PURCHASE OF GOODS**

To,

.....

.....

(Name and complete address of the seller)

I/We hereby declare that the goods.....ordered vide our order  
 No.....dated.....and purchased from you as per your  
 VAT Invoice No.....dated.....for ₹  
 ..... (in words) ..... have been purchased in  
 pursuance to contract with Delhi Metro Rail Corporation Limited for exclusive  
 use in the Jaipur Metro Rail Project

Seal

Signature

Name

TIN

**Certification to be made by the authorized officer of the Delhi Metro Rail  
 Corporation limited**

No.

Dated:

It is hereby certified that the goods mentioned above have been utilized in  
 completion of Metro Rail Project in Jaipur City.

Seal

Signature of Authorized officer of DMRC

Name

Designation

[No. F.12(100) FD/Tax/10- 78]

By Order of the Governor,

(Bhawani Singh Detha)

Deputy Secretary to Government

Copy forwarded to the following for information and necessary action:

1. Superintendent, Government Central Press, Jaipur for publication of this notification in part 4(c) of extra ordinary gazette along with a soft copy in CD. It is requested 10 copies of this notification may sent to this department and 20 copies along with bill may be sent Commissioner, Commercial Taxes Department Rajasthan, Jaipur, Please ensure that soft copy in CD is same as hard copy provided to you for publication.
2. Principal Secretary to Hon'ble Chief Minister (Finance Minister).
3. Commissioner, Commercial Taxes Department Rajasthan, Jaipur.
4. Accountant General, Rajasthan, Jaipur.
5. PS to ACS, Finance.
6. PS to Principal Secretary, Law.
7. PS to Principal Secretary, LSG & UDH and Chairman & Managing Director, JMRC.
8. PS to Secretary, Finance (Revenue).
9. Director, Public Relations, Jaipur.
10. SA, Finance (Computer Cell) Department, Secretariat, Jaipur.
11. Guard File.

Deputy Secretary to Government

**GOVERNMENT OF RAJASTHAN  
FINANCE DEPARTMENT  
(TAX DIVISION)**

**NOTIFICATION**

Jaipur, Dated: 06-10-2010

In exercise of the powers conferred by sub-section (3) of section 8 of the Rajasthan Value Added Tax Act, 2003 (Act No. 4 of 2003), the State Government being of the opinion that it is expedient in the public interest so to do, hereby exempts from payment of tax payable by any registered dealer on transfer of property in goods involved in execution of works contracts related to Metro Rail project in Jaipur City awarded by the Delhi Metro Rail Corporation Limited for Jaipur Metro Rail Project.

[No. F.12(100) FD/Tax/10-79]  
By Order of the Governor,

(Bhawani Singh Detha)  
Deputy Secretary to Government

Copy forwarded to the following for information and necessary action:

1. Superintendent, Government Central Press, Jaipur for publication of this notification in part 4(c) of extra ordinary gazette along with a soft copy in CD. It is requested 10 copies of this notification may sent to this department and 20 copies along with bill may be sent Commissioner, Commercial Taxes Department Rajasthan, Jaipur, Please ensure that soft copy in CD is same as hard copy provided to you for publication.
2. Principal Secretary to Hon'ble Chief Minister (Finance Minister).
3. Commissioner, Commercial Taxes Department Rajasthan, Jaipur.
4. Accountant General, Rajasthan, Jaipur.
5. PS to ACS, Finance.
6. PS to Principal Secretary, Law.
7. PS to Principal Secretary, LSG & UDH and Chairman & Managing Director, JMRC.
8. PS to Secretary, Finance (Revenue).
9. Director, Public Relations, Jaipur.
10. SA, Finance (Computer Cell) Department, Secretariat, Jaipur.
11. Guard File.

Deputy Secretary to Government



**GOVERNMENT OF RAJASTHAN  
FINANCE DEPARTMENT  
(TAX DIVISION)**

**NOTIFICATION**

Jaipur, Dated: 06.10.2010


In exercise of the powers conferred by sub-section (2) of section 20 of the Rajasthan Value Added Tax Act, 2003 (Act No. 4 of 2003), read with sub-rule (2) of rule 40 of the Rajasthan Value Added Tax Rules, 2006, the State Government hereby makes the following amendment in this department's notification No.F.12(63) FD/Tax/ 2005-81 dated 11.08.2006, as amended from time to time, namely:-

**AMENDMENT**

In the said notification, after the existing last proviso, the following new proviso shall be added, namely:-

"Provided further that in case of works contracts related to Metro Rail Project in Jaipur City awarded by the Delhi Metro Rail Corporation Limited for Jaipur Metro Rail Project, no amount in lieu of tax shall be deducted by the Delhi Metro Rail Corporation Limited or any person authorized by him."

[No. F.12(100) FD/Tax/10-80]  
By Order of the Governor,

  
(Bhawani Singh Detha)  
Deputy Secretary to Government

Copy forwarded to the following for information and necessary action:

1. Superintendent, Government Central Press, Jaipur for publication of this notification in part 4(c) of extra ordinary gazette along with a soft copy in CD. It is requested 10 copies of this notification may sent to this department and 20 copies along with bill may be sent Commissioner, Commercial Taxes Department Rajasthan, Jaipur, Please ensure that soft copy in CD is same as hard copy provided to you for publication.
2. Principal Secretary to Hon'ble Chief Minister (Finance Minister).
3. Commissioner, Commercial Taxes Department Rajasthan, Jaipur.
4. Accountant General, Rajasthan, Jaipur.
5. PS to ACS, Finance.
6. PS to Principal Secretary, Law.
7. PS to Principal Secretary, LSG & UDH and Chairman & Managing Director, JMRC.
8. PS to Secretary, Finance (Revenue).
9. Director, Public Relations, Jaipur.
10. SA, Finance (Computer Cell) Department, Secretariat, Jaipur.
11. Guard File.

  
Deputy Secretary to Government

[TO BE PUBLISHED IN THE GAZETTE OF INDIA, EXTRAORDINARY, PART II,  
SECTION 3, SUB-SECTION (i)]

**GOVERNMENT OF INDIA  
MINISTRY OF FINANCE  
(DEPARTMENT OF REVENUE)  
NOTIFICATION  
No.9/2016-Service Tax,**

**New Delhi, the 1<sup>st</sup> March, 2016**

**G.S.R.....(E).**-In exercise of the powers conferred by sub-section (1) of section 93 of the Finance Act, 1994 (32 of 1994), the Central Government being satisfied that it is necessary in the public interest so to do, hereby makes the following further amendments in the notification of the Government of India in the Ministry of Finance (Department of Revenue) No.25/2012-Service Tax, dated the 20<sup>th</sup> June, 2012, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (i) *vide* number G.S.R. 467 (E), dated the 20<sup>th</sup> June, 2012, namely:-

1. In the said notification,-

(a) in the first paragraph,-

(i) in entry 6, for clause (b) and clause (c), the following clauses shall be substituted, namely,-

“(b) a partnership firm of advocates or an individual as an advocate other than a senior advocate, by way of legal services to-

(i) an advocate or partnership firm of advocates providing legal services;

(ii) any person other than a business entity; or

(iii) a business entity with a turnover up to rupees ten lakh in the preceding financial year; or

(c) a senior advocate by way of legal services to a person other than a person ordinarily carrying out any activity relating to industry, commerce or any other business or profession;”;

(ii) after entry 9A, the following entry shall be inserted with effect from 1<sup>st</sup> March, 2016, namely,-

“9B. Services provided by the Indian Institutes of Management, as per the guidelines of the Central Government, to their students, by way of the following educational programmes, except Executive Development Programme, -

- (a) two year full time residential Post Graduate Programmes in Management for the Post Graduate Diploma in Management, to which admissions are made on the basis of Common Admission Test (CAT), conducted by Indian Institute of Management;
- (b) fellow programme in Management;
- (c) five year integrated programme in Management.”;

(iii) after entry 9B as so inserted, the following entries shall be inserted, namely:-

“9C. services of assessing bodies empanelled centrally by Directorate General of Training, Ministry of Skill Development and Entrepreneurship by way of assessments under Skill Development Initiative (SDI) Scheme;

9D. services provided by training providers (Project implementation agencies) under Deen Dayal Upadhyaya Grameen Kaushalya Yojana under the Ministry of Rural Development by way of offering skill or vocational training courses certified by National Council For Vocational Training.”;

(iv) after entry 12, with effect from the 1<sup>st</sup> March, 2016, the following entry shall be inserted, namely-

“12A. Services provided to the Government, a local authority or a governmental authority by way of construction, erection, commissioning, installation, completion, fitting out, repair, maintenance, renovation, or alteration of -

- (a) a civil structure or any other original works meant predominantly for use other than for commerce, industry, or any other business or profession;
- (b) a structure meant predominantly for use as (i) an educational, (ii) a clinical, or (iii) an art or cultural establishment; or
- (c) a residential complex predominantly meant for self-use or the use of their employees or other persons specified in the Explanation 1 to clause (44) of section 65 B of the said Act;

under a contract which had been entered into prior to the 1<sup>st</sup> March, 2015 and on which appropriate stamp duty, where applicable, had been paid prior to such date:

provided that nothing contained in this entry shall apply on or after the 1<sup>st</sup> April, 2020.”;

(v) in entry 13, after item (b), the following items shall be inserted with effect from 1<sup>st</sup> March, 2016, namely –

- “(ba) a civil structure or any other original works pertaining to the ‘In-situ rehabilitation of existing slum dwellers using land as a resource through

private participation' under the Housing for All (Urban) Mission/Pradhan Mantri Awas Yojana, only for existing slum dwellers.

- (bb) a civil structure or any other original works pertaining to the 'Beneficiary-led individual house construction / enhancement under the Housing for All (Urban) Mission/Pradhan Mantri Awas Yojana';

(vi) in entry 14, with effect from 1<sup>st</sup> March, 2016,

A. for item (a), the following shall be substituted, namely:-

“(a) railways, excluding monorail and metro;

Explanation.-The services by way of construction, erection, commissioning or installation of original works pertaining to monorail or metro, where contracts were entered into before 1<sup>st</sup> March, 2016, on which appropriate stamp duty, was paid, shall remain exempt.”.

B. after item (c), the following item shall be inserted, namely –

“(ca) low cost houses up to a carpet area of 60 square metres per house in a housing project approved by the competent authority under:

- (i) the “Affordable Housing in Partnership” component of the Housing for All (Urban) Mission/Pradhan Mantri Awas Yojana;
- (ii) any housing scheme of a State Government.”.

(vii) after entry 14, with effect from the 1<sup>st</sup> March, 2016, the following entry shall be inserted, namely-

“14A. Services by way of construction, erection, commissioning, or installation of original works pertaining to an airport or port provided under a contract which had been entered into prior to 1<sup>st</sup> March, 2015 and on which appropriate stamp duty, where applicable, had been paid prior to such date:

provided that Ministry of Civil Aviation or the Ministry of Shipping in the Government of India, as the case may be, certifies that the contract had been entered into before the 1<sup>st</sup> March, 2015:

provided further that nothing contained in this entry shall apply on or after the 1<sup>st</sup> April, 2020;”;

(viii) in entry 16, for the words “one lakh rupees”, the words “one lakh and fifty thousand rupees” shall be substituted;



(ix) in entry 23,-

(A) after clause (b), the following clause shall be inserted with effect from 1<sup>st</sup> June 2016, namely,-

“(bb) stage carriage other than air-conditioned stage carriage;”;

(B) clause (c) shall be omitted;

(x) in entry 26, after clause (p), the following clause shall be inserted, namely,-

“(q) Niramaya’ Health Insurance Scheme implemented by Trust constituted under the provisions of the National Trust for the Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, 1999 (44 of 1999).”;

(xi) after entry 26B, the following entry shall be inserted, namely,-

“26C. Services of life insurance business provided by way of annuity under the National Pension System regulated by Pension Fund Regulatory and Development Authority of India (PFRDA) under the Pension Fund Regulatory And Development Authority Act, 2013 (23 of 2013);”;

(xii) after entry 48, the following entries shall be inserted, namely,-

“49. Services provided by Employees’ Provident Fund Organisation (EPFO) to persons governed under the Employees’ Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952);

50. Services provided by Insurance Regulatory and Development Authority of India (IRDA) to insurers under the Insurance Regulatory and Development Authority of India Act, 1999 (41 of 1999);

51. Services provided by Securities and Exchange Board of India (SEBI) set up under the Securities and Exchange Board of India Act, 1992 (15 of 1992) by way of protecting the interests of investors in securities and to promote the development of, and to regulate, the securities market;

52. Services provided by National Centre for Cold Chain Development under Ministry of Agriculture, Cooperation and Farmer’s Welfare by way of cold chain knowledge dissemination;”;

(xiii) after entry 52 as so inserted, the following entries shall be inserted with effect from 1<sup>st</sup> June 2016, namely:-

"53. Services by way of transportation of goods by an aircraft from a place outside India upto the customs station of clearance in India.";

(b) in paragraph 2, -

(i) after clause (b), the following clause shall be inserted with effect from such date on which the Finance Bill, 2016 receives assent of the President of India, namely: -

“(ba) “approved vocational education course” means, -

(i) a course run by an industrial training institute or an industrial training centre affiliated to the National Council for Vocational Training or State Council for Vocational Training offering courses in designated trades notified under the Apprentices Act, 1961 (52 of 1961); or

(ii) a Modular Employable Skill Course, approved by the National Council of Vocational Training, run by a person registered with the Directorate General of Training, Ministry of Skill Development and Entrepreneurship;”;

(ii) for clause (oa), the following shall be substituted with effect from such date on which the Finance Bill, 2016, receives assent of the President of India, namely: -

“(oa) “educational institution” means an institution providing services by way of:

(i) pre-school education and education up to higher secondary school or equivalent;

(ii) education as a part of a curriculum for obtaining a qualification recognised by any law for the time being in force;

(iii) education as a part of an approved vocational education course;”;

(iii) after clause (zd), the following clause shall be inserted, namely:-

“(zdd) “senior advocate” has the meaning assigned to it in section 16 of the Advocates Act, 1961 (25 of 1961);”

2. Save as otherwise provided in this notification, this notification shall come into force on the 1<sup>st</sup> of April, 2016.

[F. No.334/8/2016 -TRU]

(K. Kalimuthu)

Under Secretary to the Government of India

**Note:-**The principal notification was published in the Gazette of India, Extraordinary, *vide* notification No. 25/2012 - Service Tax, dated the 20<sup>th</sup> June, 2012, *vide* number G.S.R. 467 (E), dated the 20<sup>th</sup> June, 2012 and last amended *vide* notification number 07/2016 - Service Tax, dated the 18<sup>th</sup> February, 2016 *vide* number G.S.R. 184(E), dated the 18<sup>th</sup> February, 2016.

**Annexure-II**

(Refer Clause 28 of SCC)

(To be stamped in accordance with Stamp Act)

**INDENTURE FOR STAGE PAYMENT**

THIS INDENTURE made on .....between .....(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 Jaipur Metro Rail Corporation Ltd. (hereinafter called JMRC of the other part.

WHEREAS by the agreement (LOA No ..... dated.....) (hereinafter called the said agreement) the contractor has agreed to “Design Verification, Detail Engineering, Supply, Installation, Testing and Commissioning of Environment Control System (ECS), Tunnel Ventilation System (TVS), Electrical and Mechanical System (E&M) and Building Management System (BMS) for two underground Metro Stations at Chhoti Chaupar and Badi Chaupar on East–West Corridor of Jaipur Metro Phase- 1B” and whereas the contractor has applied to the JMRC Ltd. 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 JMRC Ltd. 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 JMRC Ltd 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 JMRC Ltd (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 JMRC Ltd and declare as follows:

1. That the said sum of **Rs. ----- (Rupees ----- only)** so Stage Payment by the JMRC Ltd 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 JMRC Ltd 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 JMRC Ltd 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 / JMRC Ltd 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 JMRC Ltd 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/JMRC Ltd. 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/JMRC Ltd.
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 JMRC Ltd., 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 JMRC 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 JMRC Ltd., 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 Jaipur Metro Rail Corporation Limited, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan), India, PIN-302 005. (Client) and ..... (Contractor).

IN WITNESS where of the said contractor and by the order under the direction of JMRC Ltd 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 JMRC LTD IN THE PRESENCE OF:**

**SIGNATURE:**

**WITNESS**

(NAME AND ADDRESS)

**Annexure-III****REQUIREMENTS UNDER GCC/SCC**

<b>S.N</b>	<b>DESCRIPTION</b>	<b>Clause Ref.</b>	<b>REQUIREMENT</b>
i	Amount of Performance Security	Clause 9 of the SCC	<b>10%</b> of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Contractor over and above the contract price, the Performance Security shall be suitably adjusted.
ii	Latest 'date for commencement' of the Works	Clause 4 of the SCC	7 days from the date of LOA or Employer's Notice to Proceed
iii	'Time for completion' of the work from the date of commencement of the work	Clause 8.2 of the GCC	<i>As per key dates</i>
iv	Liquidated Damages	Clause 17 of the SCC	As per the referred clauses of SCC
v	'Defects Liability Period' for the whole of the Works	Clause 18 of the SCC	<b>As per clause 18 of SCC</b> after the date of issue of Completion Certificate for the Part of the Works or from the date of ROD for the equipments and systems employer starts using and accepted by employer for DLP.
vi	Amount of advance payment	Clause 8 of the SCC	As per the referred clauses of SCC
vii	Amount of Professional Indemnity Insurance (PII). (for the contracts having Design in scope of work)	Clause 43 of SCC	<b>AOA</b> (any one accident) limit equal to <b>6%</b> of the contract value against BOQ in respect of 'design and construct' with <b>AOY</b> (any one year) limit of <b>2 incidents in a year</b> . In the Professional Indemnity insurance Policy the deductible amount shall not be more than 5% of AOA limit. PII Policy shall be obtained within four weeks from 'date of commencement' and shall be valid for five years after date of issue of

			<i>'Performance Certificate'</i> . 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 (5% of contract value) 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.
viii	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 34 of the GCC	<b>100%</b> of the Total Contract Price.
ix	Amount of Third Party Insurance	Clause 34 of GCC	<b>INR 0.50 Million</b> for any one incident, with no. of incidents unlimited.
x	Period in which all insurances have to be submitted	Clause 34 of GCC	Within 4 weeks from the "Date of commencement of Work"
xi	Contract Key Dates		As per Appendix-2 of Contract Agreement



## Annexure- IV

## 59.0 ADB Environment Management Plan

SN	Project Activity	Potential Impact	Mitigation measures	Institutional Responsibilities	Cost Estimate
PRE-CONSTRUCTION					
PC1	Contractor Preparatory Works (Upon issuance of Notice to Proceed)		<p>The Contractor will complete the following activities no later than 30 days upon issuance of Notice to Proceed</p> <ol style="list-style-type: none"> <li>1.) Submit appointment letter and resume of the Contractor's Health and Safety Officer (HSO) and environmental focal person to CSC</li> <li>2.) HSO will engage CSC-Environment Specialist to a meeting to discuss in detail the EMP, seek clarification and recommend corresponding revisions if necessary</li> <li>3.) HSO will request CSC-ES copy of monthly monitoring formats and establish deadlines for submission.</li> <li>4.) HSO will submit for CSC-ES approval an action plan to secure all permits and approvals needed to be secured during construction stage which include but not limited to: i) operation of crushers and hot mix plants, ii) transport and storage of hazardous materials (e.g. fuel, lubricants, explosives), iii) waste disposal sites and disposal management plan, iv) temporary storage location, v) water use, and vi) emission compliance of all vehicles. Arrangements to link with government health programs on hygiene, sanitation, and prevention of communicable diseases will also be included in the action plan.</li> <li>5.) HSO will submit for approval of CSC-ES the construction camp layout before its establishment.</li> </ol>	Contractor and CSC	Part of contractor's cost
PC2	Coordinate with the Jaipur Development Authority on Traffic Management Plan	Nuisance from traffic congestion	<p>The Contractors will discuss and coordinate the implementation of the traffic re-routing scheme particularly in Chhoti Chaupad and Badi Chaupad when it starts the cut and cover activities and the hauling and disposal of excavated materials to the Ambabari village.</p> <p>At the minimum, the traffic management plan will have the following components: construction traffic, ensuring access to properties, accommodating pedestrians, parking, access by construction vehicles, faulty traffic lights and problem interchanges, use of public roads, parking provision during construction, use of residential streets and traffic diversion due to temporary road closures, and construction and use of temporary access roads.</p>	Contractor and CSC	Part of Contractor's cost

SN	Project Activity	Potential Impact	Mitigation measures	Institutional Responsibilities	Cost Estimate
PC3	Community Liaison	Complaints	<p>To ensure that ongoing feedback is provided on the progress of the JMRP together with feedback on the environmental management performance of the project.</p> <p>Contractor will provide provide a minimum of two (2) weeks notification to directly affected residents, businesses and other relevant groups of the intended construction commencement date. In providing a mechanism for communication between the contractor and the community and informing the public of construction details (timing, expected impacts), the concessionaire will undertake consultation and information activities.</p>	Contractor, CSC and JMRC Safeguards cell	Part of Contractor's cost
PC4	Ground staking	Chance find of artifacts	<p>At least 30 days before the start of tunneling, the Contractor with supervision from the Archeology Department will employ a ground penetrating radar (GPR), detect the presence of buried artifacts along the tunnel alignment.</p> <p>The Contractor, on behalf of the JMRC, will coordinate with the Archeology Department to designate an on-site representative during the entire duration of the project.</p>	Contractor, CSC	Part of construction cost
PC5	Briefing on working near heritage resource.	Damage to heritage resource. Cultural conflicts	<p>All workers will undergo a briefing with the Archeology Department to ensure safeguarding of heritage resource and cultural/religious practices.</p> <p>A proof of compliance to this requirement to include the name of participants and date and location of briefing will form part of the monthly report to the CSC.</p>	Contractor, CSC	Part of construction cost
<b>CONSTRUCTION</b>					
C1.0	Tunnel boring and cut and fill	Damage to heritage resources. Tunnel boring namely Chandpole Gate, Krishna Temple, Isar Lat, Jantar Mantar, Hava Mahal, Chhoti Cheupad, and Badi Cheupad.	No heritage resources are inadvertently damaged during construction.		

SN	Project Activity	Potential Impact	Mitigation measures	Institutional Responsibilities	Cost Estimate
C1.1	Ground Settlement under the Chandpole Gate	Ground settlement	<p>The contractor will ensure that no inadvertent damage is incurred to the Chandpole gate.</p> <p>Ground settlement cannot be avoided in tunneling works due to the loss of volume loss, which is estimated at 0.45% for the JMRP. Estimated settlement under the Chandpole gate is less than 5mm. The contractor will ensure that the design value is not exceed and the trigger value = 3.5mm and Allowable value = 4.2 meters are implemented.</p> <p>Tilt meters will be installed at key positions on the gate to ensure the 2/1000 design value is observed with trigger and allowable values of 1.4/1000 and 1.7/1000, respectively</p> <p>Crack meters will be installed at key positions to ensure design value of 3.0mm is not exceeded with 2.1mm trigger value and 2.5 mm allowable value</p> <p>The contractor will immediately cease all operation if any of the trigger values are breached. The CSC will advise the contractor mitigation measures and practices to control settlement, tilt and cracks to include but not limited to structural reinforcement and operation parameters of the TBM.</p> <p>The contractor will ensure that no structural damage is incurred and cosmetic damages are repaired under the supervision and control of the Jaipur Archeology Department.</p>	Contractor and CSC	Part of Contractor's cost
C1.2	Vibration from the tunnel boring machine	Cosmetic and Structural damages to the structures along the underground metro alignment along Chandpole Bazar and Tripola Bazar. Most notable are	Expected vibration at the Chandpole Gate during tunneling is 0.682 mm/s which is lower than internationally accepted 5mm/s. However, to be on the safe side and as practice in DM/RC, the Contractor is to ensure that vibration levels at the Chandpole Gate foundation will not exceed 2.0 mm/s	Contractor and CSC	Part of Contractors Cost

SN	Project Activity	Potential Impact	Mitigation measures	Institutional Responsibilities	Cost Estimate
C1.3	Surface noise from excavating equipment in Chhoti and Badi Choupad	Damage and nuisance to Krishna Temple, Janar Mantar, and Hawa Mahal. Disturbance of patients in the Pink City Hospital near Chanpole, Chaudary Hospital, Mejaraja School at the corner of Chhoti Choupad.	The contractor will ensure that noise from construction activities does not result to exceedances of relevant limits prescribed in the Indian Ambient Air Quality Standards for Commercial Area and Silence Zone. Mitigation measures to be implemented by the Contractors are: 1) liase with local residents on how to best minimize construction noise along the Chhoti and Badi Choupads. 2) local residents and shop owners should be informed of the nature and duration of intended activities prior to commencement and kept updated as to changes in the management and mitigation plan 3) equipment compounds will be located off-site 4) noise barriers will be installed at critical work areas particularly around the Choupads 5) enclose especially noisy activities if above the noise limits 6) employ transportable noise screens between noise sources and identified noise sensitive areas for the duration of noisy construction activities 7) maximize the possibility of scheduling noisy activities at the same time to minimize the duration of exposure  Noise from vehicles particularly for hauling of excavated materials to the dump site will be controlled through strict adherence to operating and maintenance instructions, routing of heavy vehicles away from noise sensitive areas whenever possible, conform with speed limits, and construction vehicles will only use routes specified in the traffic management plan.		
C1.4	Demolition of of Chhoti and Badi Choupads	Loss of heritage structures	The project calls for the demolition of the Chhoti and Badi Choupads and its restoration to its original condition as a requirement from Jaipur Development Authority. The demolition and restoration will be under the supervision and control of these agencies.	Contractor, CSC	Part of construction cost

SN	Project Activity	Potential Impact	Mitigation measures	Institutional Responsibilities	Cost Estimate
C1.4.1		Chance heritage finds during the cut and fill operations	Please refer to FIDIC Sec. 4.24 Fossils. Recording (including chain of custody) will be made by the contractor to be validated by the CSC, and expert verification will be made by the Jaipur Archeology Department. Temporary work stoppage in the immediate area of the chance find for up to 72 hours to allow the on-site representative of Archeology Department to visit the site to make an assessment and provide instructions. Work in the areas adjacent to the chance find will continue as provided in the detailed design.	Contractor and CSC	
C2	Spoil Disposal (Ambabari Village)	Generate sediment laden runoff from the work site during monsoon.  Contamination of disposal sites from construction debris.  Community hazard of uncollected and improperly disposed materials.	A spoil management plan will be implemented that details the location of spoil disposal sites, transporting soil, and disposing of soil. The Contractor will perform the following:  1) disposed spoils on permitted sites as instructed by the JMRC 2) ensure the adequacy of the disposal site to handle the volume of spoils that will be generated 3) Prepare, submit and seek approval from the CSC a spoil dump plan that provides the: i) dump size, layout, and form. ii) means of controlling water and wind erosion, iii) measures to prevent spoil dump contamination, vehicular, and public access. 4) Explore the possibility of using spoil materials to rehabilitate borrow pits to 5) All hauling vehicles should be maintained at an acceptable working order and serviced regularly 6) Haul vehicles should be routed away from noise sensitive areas 7) Speed limit in built up areas is 40 km/h 8) All haul vehicles should be covered or soil sprayed with water before leaving the site specially during windy condition 9) Spoil dumps shall have slopes no steeper than 1V:2.5H 10) Final shaping, topsoiling, and immediate revegetation 11) No vehicles are to be allowed to enter a revegetated spoils dump  The Contractor shall secure necessary permits from pertinent groundwater authorities before establishing borewells.		
C3	Groundwater Extraction	Depletion of groundwater  Compete with existing groundwater users	Water conservation and recycling will be observed in all aspects of construction to include water main breaks, watering roads for dust control, spraying concrete, equipment cleaning and site clean-up.	Contractor and CSC	Part of Construction Cost

SN	Project Activity	Potential Impact	Mitigation measures	Institutional Responsibilities	Cost Estimate
C4	Disruption of essential services	Nuisance from temporary damage or shifting in utilities particularly buried water pipes and electrical lines	<p>The Contractor will ensure that the public will be minimally affected when constructing in close proximity to essential services through:</p> <ol style="list-style-type: none"> <li>1) coordinate and secure necessary permits for utility shifting with the Jaipur Development Authority and other service utility agencies to locate all services prior to construction in any particular area</li> <li>2) inform residents of planned interruptions through local media, fliers, and public address system</li> <li>3) all planned interruptions schedules will be submitted to the safeguards cell JMRC no later than 10 working days before the interruption</li> <li>4) all affected landowners, tenants, institutions, and businesses to be notified in writing prior to commencement and kept updated in changes of schedule</li> <li>5) in the event of unforeseen disruptions, the contractor will take all reasonable actions to have the service promptly restored</li> <li>6) relevant utility agencies will be informed of the construction proximity to essential service line and be kept on standby in the event of unforeseen disruption</li> </ol> <p>All unplanned interruption will be immediately reported to the safeguards cell within 24 hour through an incident report</p>		
C5	Construction camp, Batching plant and casting yard operations, and occupational safety	<p>Solid and liquid waste generation. Communicable diseases Hazardous materials storage Re-fueling Lighting Emergency preparedness Excavation and tunneling Personal protective equipment Energy management</p>	Please refer to SHE.	Contractor and CSC	Part of construction cost

SN	Project Activity	Potential Impact	Mitigation measures	Institutional Responsibilities	Cost Estimate
C6	Cleanup, Operations, Restoration and Rehabilitation		Contractor shall prepare site restoration plans, which shall be subject for review and approval by the CSC, JMRC Safeguard Cell, Jaipur Development Authority and the Archeology Department to ensure consistency with zoning and town plans. The clean-up and restoration operations are to be implemented by the Contractor prior to demobilization. All spaces excavated and not occupied by the foundation or other permanent works shall be refilled with earth up to surface of surrounding ground.	Contractor and CSC	Part of construction cost
OPERATION					
O1	Noise and Vibration	Vibration from train operation may cause structural or cosmetic damage to Chandpole Gate, Krishna Temple, Isar Lat, Jantar Mantar, and Hawa Mahel.	The JMRC will continue and maintain the monitoring sites established by the contractor for noise and vibration and will observe the same trigger values	JMRC	Operating cost
O2	Waste water from Depot	Contamination of groundwater by petroleum laden waste	JMRC will install wastewater treatment plant at the Mansarovar depot station capable for removing petroleum contaminants and will meet national standards before re-injection to the groundwater.	JMRC	Operating Cost
O3	Depletion of groundwater	Water requirement for train and facility cleaning, and water for commuters. Each station will require 18,000 liters per day, platform washing is 5 liters/square meter, 70,000 li/day for car washing, and plus passenger water requirement.	Rain water harvesting facilities will be installed at Mansarovar station. All stations will employ a cooling water recirculation system for air-conditioning. Only recycled water will be used for facility cleaning and landscape irrigation. All toilets will be equipped with low-flow fixtures.	JMRC	Operating Cost

ADB Environmental Monitoring Plan

Envtl Indicators	Parameters	Methods/Guidelines	Tentative Location	Frequency and duration	Standards	Approx. Cost	Implementation	Supervision
Construction Phase								
Air Quality	TSPM, PM <sub>10</sub> , NOx, SOx, COx	Qualitative analysis of dust development at selected sites/sensitive spots through High Volume Sampler	2 locations at Chotti and Badi Choupad where cut and fill activities will be implemented	24 hours continuous every month until the stations are completed	National Ambient Air Quality Standards (NAAQS)	36@10,000 =Rs. 360,000	Contractor	CSC
Water Quality	DO, Conductivity, pH, E.Coli, TSS, Oil and Grease and TDS	<ul style="list-style-type: none"> <li>Collect and analyze sample from source</li> <li>Observation of blockage of waterways - extent and secondary impacts</li> <li>Water pollution incidents due to unsafe disposal of waste and spoil, analyzing effects on local fisheries</li> <li>Observations on vehicle and equipment washing practices in rivers</li> </ul>	Ground water at construction camps and	Quarterly	National Drinking Water Quality Standards (NDWQS) and Water Quality Guidelines	12@3,750 =Rs. 45,000	Contractor	CSC,
Noise Levels	(1 hr L <sub>eq</sub> dB(A)) WHO Standards	<ul style="list-style-type: none"> <li>Point source measurements in dB (A) at settlement sites/sensitive spots for noise level at 2, 5 and 15 m from road shoulder</li> <li>Traffic volume measurements</li> </ul>	Krishna Temple, Janlar Manjar, and Hawa Mahal, Pink City Hospital near Choupad, Hospital, Maharaja School at the corner of Chotti Choupad	Monthly	Indian Ambient Air Quality Standards for Noise	8x12x3@2,450 =Rs. 705,600	Contractor	SC, PD/DOR



Envtl Indicators	Parameters	Methods/Guidelines	Tentative Location	Frequency and duration	Standards	Approx. Cost	Implementation	Supervision
Vibration	PPV mm/s	Accelerometer	Krishna Temple, Jantar Mantar, and Hawa Mahal, Pink City Hospital near Chanpote, Chaudary Hospital, Majaraja School at the corner of Chotti Chaupad	Monthly	Commercial: 10 mm/s (day). Archaeological structures: 2.5 mm/s	36*200,000 = Rs7,200,000	Contractor	CSC
Underground artifacts	Number and location	Ground Penetrating Radar	Along the entire tunnel length	Once 30 days before tunneling	None	Rs200,000	Contractor	CSC
Operation Phase								
Water Quality	DO, Turbidity, Conductivity, pH, E.Coli, TSS, Oil and Grease and TDS	<ul style="list-style-type: none"> <li>Collect and analyze sample from source</li> <li>Observation of blockage of waterways - extent and secondary impacts</li> <li>Water pollution incidents due to unsafe disposal of waste and spoil, analyzing effects on local fisheries</li> <li>Observations on vehicle and equipment washing practices in rivers</li> </ul>	2 stations	Annual	National Drinking Water Quality Standards (NDWQS) and Water Quality Guidelines	Rs. 45,000	JMRC	SPCB
Vibration	PPV mm/s	Accelerometer	Krishna Temple, Jantar Mantar, and Hawa Mahal, Pink City Hospital near Chanpote, Chaudary Hospital, Majaraja School at the corner of Chotti Chaupad	Annual	Commercial: 10 mm/s (day). Archaeological structures: 2.5 mm/s	Rs200,000	JMRC	Department of Archeology