

Price Rs. 5000/-

JAIPUR METRO RAIL CORPORATION LTD.

NIB No. 06/NIB/O&S/CIVIL/ WORKS-CCW/2013-14

Dated:-

**“Maintenance Contract of Civil Work- Addition, alteration/
modification of various buildings of Jaipur Metro. (Mansarover
Depot)” of JAIPUR METRO RAIL CORPORATION LTD.**

BID DOCUMENT**JAIPUR METRO****Jaipur Metro Rail Corporation Ltd.**2nd Floor, RSIC Wing, Udyog Bhawan,

C-Scheme, Tilak Marg, Jaipur, 302005

Website: www.jaipurmetrorail.inEmail: jmrc.gmoperation@gmail.com

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SECTION 1

NOTICE INVITING BID (NIB)

NIB No. 06/NIB/O&S/CIVIL/ WORKS-CCW/2014-15

Dated:-27.05.2014

1.1.1 GENERAL

- (i) **Jaipur Metro Rail Corporation** invites Digitally Signed and Sealed Bids from interested and eligible agencies for “Maintenance Contract of Civil Work- Addition, alteration/ modification of various buildings of Jaipur Metro. (Mansarover Depot)” of JMRC LTD.
- (ii) The complete bid document can be downloaded from the state e-procurement website <https://www.eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation’s website www.jaipurmetrorail.in and state procurement portal i.e., www.sppp.raj.nic.in.
- (iii) Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected outright.
- (iv) Please note that a pre-bid meeting of prospective bidders is scheduled as per the details specified below. The objective of this meeting is to address the queries of the prospective bidders related to the Work/ Bidding document.

1.1.2 The key details of the NIB are as follows:

KEY DETAILS

a.	Name of Work & NIB No.	:	“Maintenance Contract of Civil Work- Addition, alteration/ modification of various buildings of Jaipur Metro. (Mansarover Depot)” of JMRC LTD. NIB No. 06/NIB/O&S/CIVIL/ WORKS-CCW/2014-15
b.	Approximate Cost of Work	:	Rs. 107 Lacs (For two years)
c.	Bid Security Amount	:	Rs.2,14,000/- (by Demand Draft / Bankers Cheque, payable in favour of Jaipur Metro Rail Corporation Limited).
d.	Cost of Bid Form (Non-Refundable)	:	Rs.5000/- (Rs. Five Thousand Only), (Non-refundable) by Demand draft payable in favor of Jaipur Metro Rail Corporation Limited.
e.	E-Bidding Processing Fee (Non-Refundable)	:	Rs.1000/- (Rs. One Thousand only) by Demand Draft / Bankers Cheque, payable in favor of MD, RISL Jaipur .

f.	Online Bid Document Availability Period	:	From date 04.06.2014 time 17:00 Hrs to Date-07.07.2014 time-15:00 Hrs
g.	Online Bid Document Submission Period	:	From Date 26.06.2014 time 15:00 Hrs to Date-07.07.2014 time-15:00 Hrs
h.	Date & Time of Opening of Online Technical Bid	:	Date 07.07.2014 Time 15:30 Hrs.
i.	Date & Time of Opening of Online Financial Bid	:	Will be intimated later to qualified bidders through e-mail/phone
j.	Venue and Date of Physical Submission of Bid Cost, Bid Security and Processing Fee	:	O/o Executive Director (Operations), JMRC, 2 nd Floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur. Date 07.07.2014 upto 15:00 Hrs.
k.	Last date of Seeking Clarification by the Bidder from Jaipur Metro Rail Corporation	:	Date 12.06.2014 Time 17:00 Hrs.
l.	Date and Time of Pre Bid meeting	:	Date 19.06.2014 Time 11:30 Hrs.
m.	Validity of Bid	:	120 days from the last date of submission of Bid.
n.	Stipulated Date of Commencement of Work	:	Within seven days from the date of issue of "Letter of Acceptance".
o.	Period of Completion	:	Two Years from the stipulated date of commencement.
p.	Authority and Place for Pre-Bid Meeting, Seeking Clarifications etc.	:	Executive Director (Operations) 2 nd floor RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur-302005, Tel-0141-5192404 & 5192408

1.1.3 Definitions

Agreement	The Contract Agreement to be executed between JMRC and Agency, subsequent to the Letter of Award, as per the format at Form-E of ITB.
Agency/Bidder	The Agency/Bidder engaged pursuant to this Bid for conducting the Work as per the Scope of Work defined in this Bid document.
Corporation	Jaipur Metro Rail Corporation Ltd.
JMRC	Jaipur Metro Rail Corporation Ltd.

Service	Shall mean Maintenance of Civil Work- Addition, alteration / modification of various station buildings situated on Jaipur Metro Section Jaipur as mentioned in Scope of Work.
LOA	Letter of Award – Letter from Corporation to selected Agency conveying selection and outlining the terms and rates for the work.
Bidder	The firm or company who submits proposal in response to this BID within the time prescribed for the purpose.
Technically Qualified Bidder	A Bidder whose Technical Bid is considered eligible and technically responsive by JMRC.
Contract Agreement Amount	The contract amount finally approved by JMRC for the entire work for the duration of the contract (and extended) pursuant to this Bid process, as mentioned in the LOA.
Work	The work of Maintenance of Civil Work- Addition, alteration / modification of various station buildings situated on Jaipur Metro Section, Jaipur to be carried out as per the Scope of Work defined in this BID document.
CCA	Controller of Certifying Authorities.
Employer	Jaipur Metro Rail Corporation Limited.

1.2 POINTS TO BE NOTED

- 1.2.1 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.
- 1.2.2 The Bid submitted should contain all Technical, Financial & Other Details as required for the consideration of Bid.
- 1.2.3 Bid document consists of the following:
 - a. Notice Inviting Bid – consisting of
 - i. Notice Inviting Bid
 - ii. Scope of Work
 - iii. Bid Price
 - b. Instructions to Tenderers
 - c. General Conditions of Contract
 - d. Special Conditions of Contract.
 - e. Bill of Quantities.

Note:- Approved GCC is uploaded and available on the JMRC website, by signing the Bid Document, firm agrees to accept the GCC. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC document and submit it to the JMRC.

- 1.2.4 The Contract shall be governed by the documents listed in Para 1.2.3 above.

- 1.2.5 The Bidder may obtain further information in respect of these Bid documents from the office of ED (Operations), Jaipur Metro Rail Corporation, 2nd Floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur 302005.
- 1.2.6 All Tenderers are hereby cautioned that Bids containing any material deviation or reservation as described in Clause 1.2.3 of “NIB” and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and shall be summarily rejected.
- 1.2.7 JMRC reserves the right to accept or reject any or all proposals without assigning any reasons. Bidder shall not have any cause of action or claim against the JMRC for rejection of his proposal.
- 1.2.8 Bidder is to carry out their self assessment in respect of their capacity in terms of manpower, machine and finance. He is to indicate separate set of manpower, machinery in different Bids. Once a Bid is accepted, resources required for its execution shall not be considered for assessment of other Bid. The Bidder is to consider + ve or - ve in the annual value or work to be executed to the extent of 50% (rounded off to next higher whole number) and should be able to take up additional similar work at short notice at the accepted rate for which he is to indicate his additional resources. Similarly the scope of work may also be reduced on account of poor performance and Bidder shall have no right for any claims due to reduction in scope of work.

1.3 Minimum Eligibility Criteria :- The bidder should meet all the eligibility criteria as mentioned below:-

Firm shall INITIALLY be filtered on the basis of following criteria

(a) INITIAL REQUIREMENTS:-

S. No.	Criteria
1	Firm should not have abandoned any work in last five years.
2	Bidder's Contract with any organization should not ever been terminated due to poor performance.
3	Bidder's Security Deposit should not ever been forfeited by any Government/ Semi Government/PSU/MRTS.
4	Bidder should not have been involved in frequent litigation in last five years.
5	Bidder should not have suffered Bankruptcy/ insolvency in last five years.
6	Bidder should not have been blacklisted by any organization.
7	Bidder should not submitted any misleading information in the application.
8	Bidder should be financially sound to perform the work.
9	Bidder's Net Worth should not be negative.
10	Bidder should be able to certify that no agent/ middleman has been or will be engaged nor that any agency or commission has been or will be paid.

To prove conformity to above requirements, duly filled Evaluation Annexure - II needs to be submitted by the Bidder.

(b) Work Experience : - (Physical requirement)

Experience of having satisfactorily completed similar works during last 5 years period ending last day of month previous to the one in which the Bids are invited should be either of the following:

- (i) Three similar completed works each costing not less than the amount equal to Rs. 42.8 lacs (40% of the estimated cost Rs. 107/- lacs)

OR

- (ii) Two similar completed works each costing not less than the amount equal to Rs. 53.5 lacs (50% of the estimated cost. Rs. 107/- lacs)

OR

- (iii) One similar completed work each costing not less than the amount equal to Rs. 85.6 lacs (80% of the estimated cost. Rs. 107/- lacs)

(c) Financial Standing (Annual Average Turnover) :-

The annual average turnover of applicant during each of last three audited financial years should not be less than Rs. 42.8 lacs.

- (d) The Bidder should have minimum five years experience of "Civil Project or Maintenance work of Central Government / State Government / Central PSU / State PSU's.

- (e) Definition of similar work:- "Civil Project or Maintenance work of Central Government / State Government / Central PSU / State PSU's.

(f) Other Eligibility Requirements

Bidder should meet other eligibility requirements as per following –

S. No.	Eligibility Criteria	Documents required to substantiate the same
1.	The bidder firm should be in existence at least for last five years excluding the current financial year (i.e. formed on or before 01.04.2009).	a. Copy of Registration certification of the firm / Partnership deed / Certificate of incorporation, etc. b. Copy of Articles of Association & Memorandum of Association (if applicable) c. Income Tax Registration (Copy of PAN Card)

S. No.	Eligibility Criteria	Documents required to substantiate the same
		<p>d. Copy of Service Tax Registration number (along with copy of latest challan and Return both)</p> <p>e. Profile of the firm including the related activities done in last five years along with copies of work orders.</p> <p>f. Self certified copy of the statement of Bank Account for the Last Six Months in the name of bidding firm.</p>
2.	<p>The bidder should have the following registrations:</p> <p>a) Registration certificate and licence Number under Contract Labour (Regulation & Abolition) Act, 1970</p> <p>b) Under Employees' Provident Funds and Miscellaneous Provisions Act, 1952.</p> <p>c) Under Employees' State Insurance Act, 1948.</p>	<p>Enclose copy of below mentioned documents.</p> <p>A. Registration certificate for 'a', 'b', & 'c'</p> <p>B. Copy of latest challan and return both for 'b' and 'c' obtained in the name of Firm (not in individual name).</p>

Note:-

- a. For point no. (i) and (ii), in case of bidder is consortium, the above documents shall be mandatorily submitted for all the constituent members.
- b. All uploaded documents need to be digitally signed, else such documents shall not be considered.

Director (Operations & Systems)
JMRC, Jaipur.

SECTION 2

SCOPE OF WORK

2.0 The Bidder will execute the work i.e. **“Maintenance Contract of Civil Work- Addition, alteration/ modification of various buildings of Jaipur Metro. (Mansarovar Depot)”**.

2.1 Brief Scope

The above work shall cover the following:

- a) Provision of all necessary labours, construction equipment, instruments and appliances in connection with all above mentioned civil work of addition/alteration/modification or maintenance work as specified or as directed by Engineer-In-Charge or the representative of Engineer to be executed at Mansarovar Depot building including Administrative building, Training school building etc.
- b) In case of major addition/alterations the drawings including details of structural drawings may be supplied by JMRC.
- c) Any other item of work as may be required, to be carried out as per PWD specifications, for completing the job in all respects in accordance with the provisions of contract and or to ensure the structural stability and safety of the work during and after construction.
- d) PWD Specifications will be applicable for methodology of execution of work for all BSR items. For NBSR items methodology as per relevant IS codes or structural drawing with method statement shall be provided by Engineer in charge.
- e) Clearing site after completion of work and handing over of all the works, as specified and directed by Engineer in charge.
- f) Damage caused to properties of JMRC if any, during execution of above work shall be rectified by the Bidder at his cost failing which the cost of rectification shall be recovered at market cost of such items from any R/A Bill / Final Bill of the contractor.
- g) The quantities taken in Bill of quantities are indicative and work will be executed as per requirement arising out in the due course. The work shall be carried out as and when required by JMRC with all safety precautions. The Bidder shall ensure all his workers shall have Personal Protective Equipment's (PPE's) at his cost (not to be charged to the worker) and ensure safety of site by providing Barricades for restricting movement of public to work area. The barricade arrangement shall be approved by Engineer in charge keeping in view the overall circulating pattern of the commuters in the depot.
- h) Time Period is Two years from the stipulated date of commencement of work as per clause 1.1 of NIB.
- i) Defects Liability Period is **Six Months** from date of completion of the contract
- j) All regular minor and major repairs at depot i.e. upkeep will be contractor's responsibility and it should be ensured by deploying his staff with instruction for frequent inspection. Further before attending the deficiencies he should inform concerned JE/SSE/Manager so as to ensure quality and timely billing of work done.
- k) Any addition / alteration / construction work carried out in the Bill of Quantities.

- 1) The scope of the contract includes periodical inspection of the premises by the Bidder himself, identifying the defects, make a proposal to the engineer, obtain his approval and carry out the work. In general, responsibility of the depot kept cleaned and updated position will rest with the contractor.

In addition, the defects noticed by JMRC officials will also be endorsed in the Complaint Book being maintained at the Depot Controller's office which should be acknowledged by the representative of the Bidder along with the indication of time which it would be attended to. Complaints of regular nature, if continues, will be considered as discredit to the contractor.

In addition, the monthly joint inspection will be carried out by JMRC officials and Bidder authorized person and items identified should be informed to the Bidder along with the specified time during which it can be attended. This will be an item of the regular check during the next monthly inspection. These items shall be recorded in Site Order Book / Complaint and Progress Monitoring Register maintained at field office.

The value of work shall be calculated by adding amount of item rates as quoted by bidder on NBSR items and as per percentage rate above/below quoted by bidder on schedule amount of BSR items. Letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract.

The above mentioned work should be carried out with contractors own material, labour, tools and plants as per the specification and drawings, complete as required.

2.2 Time Schedule:

The contract period for execution of the above mentioned work is 2 years from date of commencement of work. The works should start immediately for the different works after issuance of work orders by the competent authority. However the emergency works arisen should be attended promptly.

2.3 Specifications:-

PWD Specifications and provisions of PWD Maintenance Manual are applicable for these works and work should be carried out as per these specifications and manual.

2.4 Material

2.4.1 Quality

All materials used in the works shall be of the quality of their respective kinds as specified in PWD specifications, obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed in the Technical Specifications/Codes of Practice.

All materials used in JMRC depot during construction stage are approved materials. In addition, to materials used to construct JMRC Buildings/Stations/depot, some of the additional approved sources/vendors of materials are as follows:

Bidders are advised to refer SCC for list of additional approved sources/ vendors of material.

2.5 Sampling and Testing

In addition to Test certificates, samples of all materials proposed to be employed in permanent works shall be submitted to the Engineer when called for. In such cases, materials will not be brought to the site without prior approval of the Engineer.

Samples provided to the Engineer are to be labeled in boxes suitable for storage. Materials or workmanship, not corresponding in character and quality with approved samples, will be rejected by the Engineer.

Samples required for approval and testing must be supplied at least 45 days in advance to allow for testing and approval. Delay to the works arising from the late submission of samples will not be acceptable as a reason for delay in completion of the works.

The Bidder will bear all expenses for sampling and testing, whether at the manufacturer's premises at source, at site or at any testing laboratory or institution as directed by the Engineer. The payment shall be reimbursed on this account by JMRC if the test results are satisfactory. If the test results are not satisfactory, the testing charges shall be borne by contractor.

2.6 Rejection

Any materials that have been found not to conform to the specifications will be rejected forthwith and shall be removed from the site by the Bidder at his own cost within 15 days

2.7 Workmanship

All works shall be true to level, plumb and square and the corner, edges and arises in all cases shall be unbroken and neat and shall be as per provisions in the relevant Technical Specifications / Standard Codes of Practices. Bidder shall also submit Quality Assurance Programme and Methods Statements for special works to be done within MC within 7 days of acceptance of Bid before the start of work for approval of Engineer-in-Charge.

2.8 Minimum Level of inventory will be maintained at site office. (As per inventory list as mentioned in SCC).

SECTION 3

BID PRICES AND SCHEDULE OF PAYMENT

3.1 Bid Prices

- 3.1.1 a. Unless explicitly stated otherwise in the Bid Documents, the contractors shall be responsible for the whole works, based on the instructions issued by the competent authority and payment shall be as per accepted rates based on the items carried out as per the work orders issued by the competent authority as and when required.
- b. The rate quoted by the Bidder is inclusive of all duties, taxes, fees, octroi and other levies, materials, labour etc.

3.1.2 Schedule of Payment

The payment will be made on actual basis as per the accepted rates based on the activities carried out as per complaint register and also as per the instructions issued by the competent authority as and when required.

3.1.3 Special condition

1. All works/items entered in “Site Order Book / Complaint & Progress monitoring Register” shall be acknowledged within 24 hours and its compliance shall be ensured within given time period. Any delay/failure to comply/attend the work may invite penalty as mentioned in clause 18.3 of SCC and the particular delay/failure shall be recorded and reflected in his performance report for the purpose of evaluation of the contract.
2. The Bidder shall depute authorized supervisors who shall attend each JE/ASE/SE’S office daily and note down works entered in “Site Order Book / Complaint & Progress monitoring Register”

He shall also record the compliance dates for previous noted work complied with.
3. The payment will be made on monthly basis as per the accepted rates based on the activities carried out as per instructions of Engineer-in-Charge as and when required.
4. Price variation shall be governed by Clause 21.0 of Special Conditions of Contract-General (SCC).

3.1.4 Terms & Process of Bill Payment

- a. All the terms & conditions of the bills for payments purpose should be strictly complied with in accordance with the guide lines, issued by the competent authority from time to time.
- b. A certificate as per Annexure –X enclosed should strictly be provided with each bill for each Metro Station.

**MAINTENANCE CONTRACT OF CIVIL WORKS – ADDITION, ALTERATION/
MODIFICATION OF VARIOUS BUILDINGS OF JAIPUR METRO (MANSAROVER
DEPOT)**

INSTRUCTIONS TO BIDDERS (ITB)

1.0 GENERAL GUIDELINES :-

- A. This Bid Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigations and analysis and to check the accuracy, reliability and completeness of the information in this Bid Document before participating in the bid process. JMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules & regulations in this regard. Information provided in this Bid Document is only to the best of the knowledge of JMRC Ltd.
- B. Bidders should read carefully the contents of this document and to provide the required information. Each page of the Bid Document (including General Conditions of Contract), Addendum (if any) and other submissions, before submission of the bid, may be Numbered, Digitally Signed & Stamped, as a token of acceptance of terms and conditions of this bid. Any unsigned and unstamped document will not be considered for evaluation. The signature is required to be done by the bidder itself/ authorized signatory of the Bidder for which a valid Power of Attorney shall be enclosed. All documents shall be submitted in English Language.
- C. Bidders may be single firms or may be members of a consortium. Bidders may read carefully the directions concerning the requirements for consortiums.
- D. Bidders should provide all the required technical and associated information and attach supporting documents as earmarked / mentioned digitally signed by the bidder / authorized signatory of the bidder and attested by competent authority wherever asked.
- E. For any query from bidder, JMRC reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted for JMRC having not responded to any query or not provided any clarification.
- F. Bidders should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted by the website. Bidders are reminded that no supplementary material will be entertained by JMRC and Technical Evaluation will be carried out only on the basis of submissions received by JMRC by the date/time of the bid submission. However JMRC may ask for any supplementary information, if required.
- G. Technical Evaluation will help assess whether the bidder possesses the earmarked technical/financial capabilities. Further, bidders may not be considered if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure, etc. JMRC reserves the right to approach previous clients of the Bidders to verify/ascertain client's performance.
- H. It shall however be noted that JMRC will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by JMRC and that JMRC's decisions are without any right of appeal/litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of JMRC.
- I. Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of process then also JMRC may annul the award of work and

forfeiting Bid Security Amount (if any held with JMRC) and Performance Security (if any available). Further the bidder may be blacklisted for participation in any future bid of JMRC.

J. Bidders may remain in touch with the E-proc portal <https://www.eproc.rajasthan.gov.in> and JMRC's website www.jaipurmetrorail.in or state procurement portal www.sppp.raj.nic.in for any kind of latest Information, Addendum, Clarification, etc.

K. Words "Bid" and "Bid" have been used interchangeably in this Bid Document.

1.1 INTRODUCTION

Sealed Open Bids are invited from the interested & eligible contractors for the Contract NIB No. 06/NIB/O&S/Civil/WORKS-CCW/2014-15, for **"Maintenance Contract of Civil works – Addition, alteration/ modification of various buildings of Jaipur Metro (Mansarover depot)"** of Jaipur Metro Rail Corporation Limited, hereinafter called the 'Employer', for Works in accordance with this Bid Package. The bid papers consist of the following documents, along with their annexures, appendices, addenda and errata if any

Volume 1

- a) Notice Inviting Bid (NIB)
- b) Instructions to Bidders (ITB)
- c) Special Conditions of Contract (SCC)

Volume 2

- a) General Conditions of Contract (GCC)

Volume 3

- a) Bill of Quantities.

Bids shall be prepared and submitted in accordance with the instructions given herein.

1.2 Relevant address for correspondence relating to this bid is given below:

Executive Director (Operations),JMRC,2nd floor, RSIC Wing, Udyog Bhavan, TilakMarg, C-Scheme, Jaipur-302005.

1.3 Some essential data/requirements pertaining to this Bid along with reference to Clause number of this volume where full details have been given are detailed below.

- a) "Bid security" to be furnished by the Bidder (Clause 12.0 of ITB): **Rs. 2,14,000/-**
- b) Last date for issuing amendment, if any shall be intimated later.
- c) Bids are to be submitted through online bidding system of www.eproc.rajasthan.gov.in only.
- d) Date of opening of the Bid Package (Clause 17.0 of ITB & NIB 1.1.2 h & i).
- e) Period for which the bid is to be kept valid (Clause 11.1 of ITB): 120 days from the last date of submission of Bid.
- f) Period of commencement of work (Form A of ITB): 7days from the date of issue of "Letter of acceptance".
- g) Contract Period (Form A of ITB): Two years from the date of commencement of work.

PREQUALIFICATION REQUIREMENTS:

2.1 Minimum Eligibility Criteria

(a) Work Experience:

Experience of having satisfactorily completed similar works during last 5 years period ending last day of the month previous to the one in which the Bids are invited should be either of the following:

- (i) Three similar completed works each costing not less than the amount equal to Rs. 42.8 lacs.

or

- (ii) Two similar completed works each costing not less than the amount equal to Rs. 53.5 lacs.

or

- (iii) One similar completed work costing not less than the amount equal to Rs.85.6 lacs.

(b) Financial Standing (Annual Average Turnover) :

The annual average turnover of applicant during each of last three audited financial years should not be less than Rs. 42.8 lacs.

(c) The bidder should have minimum five years experience of the similar work.

(d) Definition of similar work:- “Maintenance Contract of Civil works – Addition, alteration/ modification of various buildings of Jaipur Metro (Mansarovar depot)” works of any Metro/ Indian Railways station associated with Central /state Government..

- (e) Bidder needs to carry out their self-assessment in respect of their capacity in terms of manpower, machine and finance. He is to indicate separate set of manpower, machinery in different Bids. Once a bid is accepted, resources required for its execution shall not be considered for assessment of other bid. The bidder is to consider + ve or – ve variation in the annual value to the extent of 50% (rounded off to next higher whole number) and should be able to take up additional similar work on other station of phase-I at short notice at the accepted rate for which he is to indicate his additional resources. Similarly the scope of work or number of stations may also be reduced on account of poor performance and bidder shall have no right for any claims due to reduction in scope of work.

2.2 All Bids submitted shall include the following information:

- 2.2.1 General information of the bidder shall be furnished in Form T-I. Certified Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership or, if a joint venture including consortium, details of each party thereto constituting the bidder will also be required to be furnished. All the group members in a joint venture will be jointly and severally responsible for the performance under the contract.

- 2.2.2 In the case of bid by a joint venture of two or more firms or companies as partners or as members of a consortium as the case may be, joint venture data must be furnished in the format prescribed (Form T-I) along with the documents as mentioned therein. The following requirements shall also be complied with.

- a. There can be a maximum of 3 (three) members in a consortium.

- b. The technical and financial capabilities of only those members with equity stake equal to or greater than 26% in the Consortium shall be considered relevant for evaluation. It is clarified that the technical experience and financial capabilities of any other Group Company or holding company or subsidiary company of any bidder / consortium member shall not be considered for evaluation unless such company is also a part of the consortium with minimum 26% stake in the shareholding of the consortium.
 - c. The bidder and in the case of a successful bid, the Form of Agreement, shall be individually signed so as to be legally binding on all partners/ constituents as the case may be.
 - d. The partner In-charge or the person In-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner In-charge of Joint Venture and person In-charge of a consortium.
 - e. All partners of the joint venture or constituents of the consortium shall be liable jointly and severally responsible for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Bid and the Form of Agreement (in case of a successful bid).
 - f. In the event of default by any partner in the case of a joint venture and constituent in the case of a consortium in the execution of his part of the Contract, the partner/person In-charge will have the authority to assign the work to any other party acceptable to the Employer to ensure the execution of that part of the Contract.
 - g. A copy of the agreement entered into by the joint venture/ consortium partners shall be submitted along with the bid.
- 2.2.3 In case the Bidder is an Association, Consortium or Joint Venture, the Bidder shall provide the following:
- a. The Memorandum of Understanding/Joint Venture Agreement duly notarized indicating:
 - b. Nomination of one of the members of the Association, Consortium or Joint Venture to be In-charge or Lead Member. The legally authorized signatories of all members of the Association, Consortium or Joint Venture shall issue this authorization.
 - c. Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
 - d. Each member of the Association, Consortium or Joint Venture shall be jointly and severally liable for the undertaking of this Contract.
- 2.3 The Bidders to qualify for award of Contract shall submit a written power of attorney authorizing the signatory (ies) of the bid to commit the Bidder or each member of the partnership, consortium or joint venture.
- 2.4 Each page of bid shall be signed by the authorized signatory of the bidder. Power of Attorney in favor of the signatory will be required to be furnished as detailed in Clause 13.0 of ITB.

- 2.5 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the bid/contract shall be communicated forthwith in writing by the bidder to the Engineer and the Employer.
- 2.6 Any information found incorrect or suppressed, the bid may not be considered or contract will be cancelled without any financial claim/arbitration from the bid. The applicant is required to certify in the statement placed at Annexure – A of ITB.
- 2.7 Each bidder, or any associate will be required to confirm and declare in the bid submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that bid price will not include any such amount.

3.0 COST OF BIDDING

- 3.1 The agency shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.0 SITE VISIT

- 4.1.1 Any site information / schedule of works given in this bid document is for guidance only. The bidder is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the bid and entering into a Contract.
- 4.1.2 The agency shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.

BID DOCUMENTS

5.0 CONTENTS OF BID DOCUMENTS

- 5.1 The bidder is expected to examine carefully all the contents of the bid documents as mentioned in Sub-clause 1.1 of ITB including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the bidder's own risk. Bids that are not responsive to the requirements of the bid documents will be rejected.

6.0 AMENDMENT TO BID DOCUMENTS

- 6.1 At any time prior to the deadline for the submission of Bids, the Engineer may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective bidder, modify the bid documents by an amendment.
- 6.2 The said amendment in the form of an addendum will be available on web site and can be downloaded. The prospective vendor needs to keep himself updated by visiting the JMRC website OR www.eproc.rajasthan.gov.in website regularly before the date of submission of bid.
- 6.3 In order to afford prospective bidders reasonable time for preparing their Bids after taking into account such amendments, the Engineer or the Employer may, at his discretion, extend the deadline for the submission of Bids as specified in Sub-clause 15.0 of ITB.

PREPARATION OF BIDS

7.0 LANGUAGE OF BID

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged between the bidder and the Employer/Engineer shall be in the English language. The documents submitted by the Bidder will not be returned by JMRC to Bidder.

8.0 DOCUMENTS COMPRISING THE BID

8.1 BID PACKAGE

For the purpose of selection of Bidder, the bid document is divided into two parts viz. the Technical Bid and the Commercial Bid. The requirements for Technical Bid are as under:

Technical Bid

- 8.1.1 The bidder shall enclose digitally signed and stamped, (lead member in case of Consortium) copy of the Bid Document **except BOQ.** Besides this all other associated / required documents shall be submitted duly numbered and digitally signed/ stamped by the bidders. All applicable Annexures/Proformas shall be duly filled by the Bidder.

The scanned copy of instruments (i.e. BG/ FDR/ BC) of Cost of Bid Form, Bid Security Amount and E-biding Processing Fee shall be enclosed by the bidder with the Technical Bid.

- 8.1.2 Power of Attorney in the name of Authorized Signatory, in case the documents are signed by the authorized signatory of the bidder.

- 8.1.3 The bidder shall be required to enclose digitally signed/ stamped copy of valid registrations with the following: -

- i) Registrar of Companies (in case bidder being a company)
- ii) Employees Provident Fund Organization (along with copy of latest challan and return both)
- iii) Employee State Insurance Corporation (along with copy of latest challan and return both)
- iv) Service Tax Department (along with copy of latest challan and return both)
- v) Registration with Labour Department.

In case of a consortium, the above documents shall be mandatorily submitted for all the constituent members.

- 8.1.4 Each bidder (each member in the case of a consortium) shall be required to confirm and declare with the bid submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any services, or any other items or works related to the award and performance of the Contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the bid price will not include any such amount. The format is given in Annexure–I of the ITB.

- 8.1.5** The bidder shall be required to enclose the Check List for submission of bid as in Annexure–I ‘A’ of the ITB.

- (a) Self Attested copy of the latest sale tax/VAT registration certificate(STRC/VATRC) and copy of Latest Sales Tax/ VAT Return and registration with contract cell of sale Tax Department as per Rajasthan Sale Tax Act 1999/VAT Dept and attested copy of

PAN No. under income Tax Act is required to be submitted. In case of Joint venture/consortia, STRC/VATRC is required to be submitted by all partners of the firm. For STRC/ VATRC the foreign based contractors shall be required to submit the necessary documents as applicable to them according to Rajasthan Sales Tax Act' 2005 Rajasthan VAT act, the party who is executing work in Jaipur has to have registration with VAT authorities of Jaipur. If a bidder is from outside Rajasthan intends to participate in JMRC bid, he can be permitted provided he submits undertaking to the fact that he will get himself registered with Rajasthan VAT authorities, in the event of issue of Letter of Acceptance to the bidder and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail with Jaipur Sales Tax/ Rajasthan VAT department, EPF authority, PAN No etc first payment shall not be released.

- (b) Bid documents as listed below:
 - i. Notice Inviting Bid
 - ii. Instructions to Bidders.
 - iii. Special Conditions of Contract
 - iv. JMRC's General Conditions of Contract
- (c) The methods proposed to execute the activities covered in the Scope of Work, including such detailed information as deemed relevant.
- (d) Bid Work Schedule The detailed program planned to carry out the activities as per the bid document.
- (e) Statement of deviations from bid documents (Form C)
- (f) Experience record on "Maintenance Contract of Civil works – Addition, alteration/ modification of various buildings of Jaipur Metro (Mansarovar depot)" as required in Jaipur Metro completed during the last five years and in progress on date may be furnished in the format prescribed (Form T-II).
- (g) The bidders shall submit their corporate quality Policy document duly signed by their corporate head or any other authorized person.
- (h) Form of bid and Appendix there of (Form A).
- (i) Bill of Quantities.
- (j) Registration Certificate with applicable Labour Department.
- (k) Service Tax Registration Certificate.
- (l) Certificate by Bidder (Annexure 'X').
- (m) Financial Standing Certificates (Forms T-I, T-V and T-VII).

Financial/Commercial Bid:-

Financial/ Commercial bid shall contain the Bill of Quantities (BOQ) as per the uploaded standard template in excel sheet.

- 8.2 The prices shall be entered in the Form of Bid and the BOQ template as uploaded on the website. These prices should include all costs associated with the contract
- 8.3 Documents to be submitted by the bidder under bid package have been described under the respective Clauses 8.1.5 of ITB. This list of documents has been prepared mainly for the convenience of the bidder and any omission on the part of the Employer shall not

absolve the bidder of his responsibility of going through the various clauses in the Bid Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

- 8.4 All documents issued for the purposes of bidding as described in Clause 1.0 of ITB, and any amendments issued in accordance with Clause 6.0 of ITB shall be deemed as incorporated in the Bid.
- 8.5 In case of a joint venture/consortium, information as required under clause 2.3 of ITB, in respect of each partner/company including Forms T-II to T-VII will be required to be furnished. Additional sheets may be used wherever necessary.

9.0 BID PRICES

- 9.1 Bidder is required to quote for items as per bid documents. The bidder should submit his bid, which conforms to bid documents, without material deviations or reservations. Where, however, the bidder gives his financial offer subject to certain conditions qualification, deviations etc. he shall provide in a separate schedule (Form C), the increase or decrease in the bid price for the unqualified withdrawal of such conditions. Bids not accompanied by such schedule shall be considered as conditions /deviations withdrawn. Bidder shall further note that except for deviations listed in Form C the bid shall be deemed to comply with all the requirements in the bid documents including employer's requirements without any extra cost to the employer irrespective of any mention to the contrary, anywhere else in the bid.
- 9.2 The rate and Prices quoted by the bidder, will include all tax liabilities and the cost of insurance to this contract and shall be subject to adjustment during the performance of the Contract, to reflect variation in the cost of labour, material components, plant, and other general variations, in accordance with the procedure specified in Special Conditions of Contract.
- The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contract in respect thereof, which may arise.
- 9.3 The rate quoted shall be reasonable and not unbalanced. Should the Engineer come across any unbalanced rates, he may require the bidder to furnish detailed analysis to justify the same. If after its examination, the Engineer still feels the rates to be unbalanced, he may ask the bidder for additional Performance Security or other safeguards to protect Employer's interest against financial loss. Should the bidder fail to comply with this, his bid shall be liable to be rejected by the Employer.
- 9.4 The bidder shall keep the contents of his bid and rates quoted by him confidential.
- 9.5 The bidder shall utilize Indian Labour, staff and materials to the maximum extent possible in execution of Works.
- 9.6 The Bidder should indicate the total amount taken into account of the elements of sales tax on works contract amount, sales tax, Excise duty and custom duty as quoted in the total tendered amount. The successful bidder should arrange for refund of taxes and duties paid or would have been paid to the fullest extent JMRC is entitled as per clause 11.1.2 of General Condition of contract. All records for payment of sales tax on works contract, sales tax, custom duty and Excise duties paid by the successful bidder during execution of contract will be maintained to facilitate refund of taxes and duties for JMRC. In case the amount of any of these taxes/duties actually paid and exemption availed by the successful

bidder is less than what has been indicated by them in their offer, the difference of the same will also be paid to JMRC. The effect of variation in quantities both +ve and -ve will be dealt separately.

- 9.7 Income Tax, Work Contract Tax/TDS, Service Tax and other statutory deductions as applicable will be deducted from every monthly bill by JMRC.

10.0 CURRENCIES OF THE BID

- 10.1 Bid prices shall be quoted in Indian Rupees only.

11.0 BID VALIDITY

- 11.1 The bid shall remain valid and open for acceptance for a period of 120 days from the Last date of submission of bid.
- 11.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer/the Engineer may request the bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by telefax. A bidder may refuse the request without forfeiting his Bid security. A bidder agreeing to the request, shall not be required or permitted to modify his bid but will be required to extend the validity of his Bid security correspondingly.

12.0 BID SECURITY

- 12.1 The bidder shall furnish, as Bid security, an amount as mentioned in Clause 1.3 of ITB and clause 1.1.1(c) of NIB.
- 12.2 The Bid security shall be deposited through Bankers cheque /DD of nationalized Bank in the name of Jaipur metro rail corporation, Jaipur. The bidder needs to upload scanned copy of DD/Bankers cheque at website <http://eproc.rajasthan.gov.in> for e-bidding.
- 12.3 Any bid not accompanied by an acceptable Bid security shall be summarily rejected.
- 12.4 The Bid securities of unsuccessful bidders shall be discharged/returned by the Employer as promptly as possible but not later than 30 days after the expiration of the period of bid validity as defined in Clause 11.1 of ITB. In this connection, Clause 25.3 of ITB may also be referred to.
- 12.5 The Bid security of the successful bidder shall be returned upon the bidder executing the Contract Agreement and after furnishing the required performance guarantee for performance, as mentioned in Clause 27.0 of ITB.
- 12.6 The Bid security shall be forfeited:
- a. If a bidder withdraws his bid during the period of bid validity, or
 - b. If the bidder does not accept the correction of his tendered price in terms of Clause 22.0 of ITB or
 - c. In the case of a successful bidder, if he fails to:
 - i. Furnish the necessary performance guarantee for performance as per Clause 27.0 of ITB.
 - ii. Commence the work as per terms & conditions of Bid after issuance of LOA
 - iii. Enter into the Contract within the time limit specified in Clause 26.0 of ITB
- 12.7 No interest will be payable by the Employer on the Bid security amount cited above.

13.0 FORMAT AND SIGNING OF BIDS

- 13.1.1 If the bid is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address, telephone No. Fax no. and email if any.
- 13.1.2 If the bid is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the bid. Alternatively, all the partners shall sign it.
- 13.1.3 If the bid is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the bid.
- 13.1.4 If a bid is submitted by a joint venture or consortium of two or more firms, it shall submit complete information pertaining to each firm in the joint venture or consortium and state along with the bid as to which one of the firms shall have the responsibility for bidding and for completion and due performance of the Contract and also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the joint venture or consortium for bidding, completion and due performance of the Contract. Full information and satisfactory evidence pertaining to the participation of each member of the joint venture or consortium in the bid shall be furnished along with the bid. All members shall be jointly and severally responsible to the Employer. Provisions under Clause 2.2.2 & 2.3 of ITB may be referred to in this connection.
- 13.2. The documents required to be submitted by the Bidder will be as described under Clause 8.0 of ITB herein. (Also refer check list as per Annexure – I ‘A’ of ITB)
- 13.3 Entries to be filled in by the Bidder shall be typed or written in indelible ink. The person submitting the Bid along with the date of signing should sign each page of such document in full at the bottom. The person submitting the bid along with the date of initialing should initial each page of printed documents at the bottom.
- 13.4 In case of all documents listed in Clause 8.0 above, the person signing/initialing the documents shall be one who is duly authorized in writing by or for and on behalf of the Bidder and/or by a Statute Attorney of the Bidder. Such authority in writing in favour of the person signing the bid and/or notarially certified copy of the Power of Attorney as the case may be, shall be enclosed along with the bid.
- 13.5 The complete bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the bidder.
- 13.6 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

14.0 SEALING AND MARKING OF BIDS

- 14.1 Online Bids will have to be digitally signed and submitted in a time stamped electronic sealed box on <http://eproc.rajasthan.gov.in> the manner as described in 15.0
- 14.2 ONLINE SUBMISSION:

The bid to be submitted in two envelopes method on <http://eproc.rajasthan.gov.in>. It shall comprise of:-
 - (a) Complete bid document along with addendums/amendments issued and uploaded by the department on the above website.
 - (b) Bid form and schedule for pre-qualification bid.

- (c) Supporting documents (scanned electronic copies)
- (d) Bid forms and schedules.

Deadline for Submission of Bids:- Bids shall be received online on website <http://eproc.rajasthan.gov.in> with uploading all relevant document not later than the time and date communicated by the department or extended date thereof.

14.3 Pre-Bid Meeting.

- 14.3.1 A Pre-bid meeting shall be held on the date and location given in the clause 1.1.1(l) of the NIB.
- 14.3.2 The purpose of meeting will be to clarify issues and to answer the question on any matters that may be raised at that stage.
- 14.3.3 The bidder is requested to submit any question in writing or by facsimile, to reach the employer not later than the last date of seeking clarification as mentioned in key details of NIB.
- 14.3.4 The text of the questions raised by the Bids and the response given will be transmitted without delay to all purchasers of the Bids documents. Any modification of bid documents, which may become necessary as result of the Pre-Bid meeting shall be made by the employer exclusively the issue of an Addendum/clarification.
- 14.3.5 Non attendance at the Pre-bid meeting will not be a cause for disqualification of a bidder.

15.0 SUBMISSION OF BIDS

- 15.1 Submission of bids only through online process is mandatory for this Bid. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- 15.2 The Bidder should get himself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of Bid Document from this site.
- 15.3 To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 15.4 Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of DD/BC/BG (Cost of Bid Form, E-bid Processing Fee & Bid Security). However, DD/BC/BG for Cost of Bid Form, E-bid Processing Fee & Bid Security should be submitted physically at the following address of JMRC by the scheduled date and time as per NIB.

**Director (Operations and Systems)
Jaipur Metro Rail Corporation,
IInd floor, RSIC Wing,
Udyog Bhawan Premises,
Tilak Marg, C-Scheme, Jaipur-302005.**

- 15.5 JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

- 15.6 Utmost care be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- 15.7 All pages of the bid document and the addendums/amendments uploaded by the JMRC on the website <https://eproc.rajasthan.gov.in> shall be deemed to have been initialed and accepted by the persons signing the bid when they submit their electronic bid.
- 15.8 The documents listed in ITB clause along with the addendum's uploaded till the date of bid of submission, shall be filled by the bidder to bind the bidder to the contract. All the pages of the bid to documents shall be digitally signed.
- 15.9 The uploaded documents for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.
- 15.10 All Bids in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totalling or other discrepancies or which contain tempering of BOQ templates, may **BE LIABLE FOR REJECTION**.
- 15.11 Any bid after the deadline of time, will not be received on website.
- 15.12 A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A : Technical Bid

This Part should contain the Technical Bid consisting of **a pdf copy of this Bid Document** with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, **along with scanned copy of all the required documents, DD/BC/BG with due annexures duly filled as detailed below, in support of eligibility.**

- i. Complete bid document along with addendums/amendments issued and uploaded by the department on the above website.
- ii. Bid form, formats, proformas, annexure(s) duly filled and signed.
- iii. Supporting documents to substantiate eligibility
- iv. Scanned copies of financial instruments (Cost of Bid Form, Bid Security, Performance Guarantee)
- v. Any other documents, Bidder deem fit but NOT the Commercial Bid/BOQ.

All such annexures should be duly filled, signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid.

No price bid should be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.

(b) Part-B: Financial Bid (BOQ).

This Part should contain the Financial Bid in the prescribed Format. Rate quoted should as per clause 9.2 to 9.6 & 8.0 of ITB.

Utmost care be taken to upload Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following Steps may be followed in submission of Financial Bid:

- i. Download format of Financial bid in XLS format (Password protected file).

- ii. This XLS file is password protected file. Don't unprotect the file. Price has to be filled in this file and the same has to be uploaded.
- iii. If it is a percentage rate item then fill Bidder Name, Percentage rate (Less/ Excess) to the estimated cost in down loaded Financial Bid format as specified (in XLS format only) in green back ground cells. Don't fill in any other back ground cells.
- iv. If item rate is asked to be quoted in the sheet then fill the item rate & Bidder name in the Financial Bid format in green cells. Don't fill in any other background cells.
- v. Save filled copy of downloaded financial bid file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

(c) Submit the Technical and Financial Bid Online.

16.0 LATE/DELAYED BIDS

- 16.1 Any bid after prescribed date and time as per NIB, will not be received on website.

BID OPENING AND EVALUATION

17.0 BID OPENING

- 17.1 The duly authorized Committee of JMRC will open the Bids in the presence of Bidder(s) or their authorized representative(s) who may choose to be present at the time of bid opening, if the bidder wishes. The Bids shall be opened in two stages. In first stage the pre-qualification bid shall be opened and evaluated. The financial part shall be opened of responsive bidders pre-qualified by competent authority, at a later date, which will be informed to all responsive and pre-qualified bidders.
- 17.2 In first stage, pre-bid of the Bids will be opened. The bidders' names, the presence (or absence) of Earnest Money, and other details such as deviations proposed in Covering letter, financial & technical eligibility etc. will be announced by the Bid Opening Committee at the time of opening or same shall be available at the web-site.
- 17.3 Preliminary Examination of Bids
- The contents of the pre-bid documents of the individual Bids will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness. Any bid not conforming to any of these requirements may be disqualified forthwith at the discretion of JMRC.

18.0 PROCESS TO BE CONFIDENTIAL

- 18.1 Except the public opening of bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 18.2 Any effort by a bidder to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, may result in the rejection of the bidders bid.

19.0 CLARIFICATION OF BIDS

- 19.1 To assist in the examination, evaluation and comparison of Bids, the Engineer / Employer may ask bidders individually for clarification of their Bids, including breakdowns of prices. The request for clarification and the response shall be in writing or by telefax but

no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of Bids in accordance with Clause 22.0 herein.

20.0 DETERMINATION OF RESPONSIVENESS

- 20.1 Prior to the detailed evaluation of Bids, the Engineer will determine whether each bid is responsive to the requirements of the bid documents.
- 20.2 For the purpose of this Clause, a responsive bid is one, which conforms to all the terms, conditions and specifications of the bid documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the bidder under the contract, or which limits in any substantial way, the Employer's rights or the bidders obligations under the Contract as provided for in the Bid documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive Bids at reasonable price. Minor deviation may be brought out in Form C.
- 20.3 If a bid is not substantially responsive to the requirements of the bid documents or if the working methods proposed by the bidder are considered impracticable, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the bidder by correction or withdrawal of the non-conformity or infirmity.
- 20.4 The decision of the Engineer/Employer as to which of the Bids are not substantially responsive or have impractical / methods or Programmes for execution shall be final.

21.0 EVALUATION OF BID

- 21.1 The Employer will, keeping in view the contents of Clause 2.1 to 2.7 & 8.0 of ITB, carry out technical evaluation of submitted technical proposals to determine that the bidder has a full comprehension of the work of the contract. Where a bidder's technical submittal has a major inadequacy, his bid will be considered to be non-compliant and will be rejected.
- 21.2 All technically acceptable Bids will be eligible for consideration of their financial proposals. The Firms who get technically qualified will be intimated by the JMRC. The financial proposal shall be evaluated to determine the lowest bidder/ bidder.
- 21.3 The evaluation of Financial proposals by the Employer / Engineer will take into account, in addition to the bid amounts, the following factors:
- a) Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 22.0
 - b) Such other factors of administrative nature as the Employer/Engineer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 21.4
- a) Offers, deviations and other factors, which are in excess of the requirements of the bid documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in bid evaluation.
 - b) The JMRC reserves the right not to consider any deviation that in the sole discretion of the JMRC is found unacceptable. JMRC shall require such deviations to be withdrawn, for the unaccepted deviations. The evaluation subsequently will be made on the rates quoted for such items in original offer.

- 21.5 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in bid evaluation.
- 21.6 Evaluation of financial proposal will be based on pricing schedule/quantities in Bill of Quantity (BOQ) and rates quoted. Bid amount will be calculated by summing up of quoted amounts of NBSR and BSR parts of BOQ.
- 21.7 The duly authorized Engineer / Committee reserves the right to ask for submission of the source of procurement for the materials for which the bidder has quoted his rates before the bid can be considered for acceptance. If the bidder, who is called upon to do so, does not submit within a reasonable time of written order to do so, JMRC shall be at liberty to forfeit the said earnest money absolutely.
- 21.8 If deemed necessary all the pre qualified bidders shall be asked to adopt a new set of design/specifications/General arrangement(s) for the desired component(s) etc. after the technical evaluation, in an effort to bring all the terms & conditions, specifications, layouts, designs etc. on a common Ground for all bidders. Along with this an opportunity shall be given to submit revised financial offers on the revised terms, conditions, designs etc. amended by the department. If revised financial offers are taken, the original financial offers shall not be opened.

Without prejudice to the changes asked herein along with the revised financial offer, the bidders shall be responsible for cost of all related components or accessories (even if not identified at this level of scrutiny) required to complete the job in all respect with the desired changes, at his revised price quoted. In this case only those pre qualified bidders who have submitted the bids on due date of submission shall be allowed to submit the revised financial offer.

22.0 CORRECTION OF ERRORS

- 22.1 The original financial offer or the revised financial offer as the case may be, of all qualified bidders determined responsive will be opened at a date notified to all qualified bidders.

The authorized bid opening committee of JMRC, Jaipur office will open the price bid.

Errors will be corrected by the Employer / Engineer as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer / Engineer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 22.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected and the Bid security forfeited.

AWARD OF CONTRACT

23.0 AWARD CRITERIA

- 23.1 Subject to Clause 9.3 and 21.0, the Employer will award, the Contract to the bidder, whose bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the bid documents and **whose evaluated bid price is determined to be lowest.**

- 23.2 In case, two or more responsive bidders have quoted the same price, which is also the lowest one rate offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid, which shall necessarily be lower than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders.

In case, two or more responsive bidders again quote the matching rates in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e. who have quoted the matching rates). Out of this open auction process, the bidders who offer the least rates shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.

24.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 24.1 Notwithstanding Clause 23.0, the Employer reserves the right to accept or reject any bid, and to annul the bid process and reject all Bids, at any time prior to award of Contract, or to divide the Contract between/amongst bidders without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the Employer's action.

25.0 NOTIFICATION OF AWARD

- 25.1 Prior to the expiry of the period of bid validity prescribed by the Engineer/Employer, the Engineer/Employer will notify the successful bidder by E-mail/fax, to be confirmed in writing by registered letter, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Bidder in consideration of the execution, completion of the works by the Bidder as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within three days from the date of issue of LOA by him. No correspondence will be entertained by the Employer from the unsuccessful Bidders.
- 25.2 The Letter of Acceptance will constitute a part of the contract.
- 25.3 Upon "Letter of acceptance" being signed and returned by the successful bidder as per Clause 25.1, the employer will promptly notify the unsuccessful bidders and discharge / return their Bid securities.

26.0 SIGNING OF AGREEMENT

- 26.1 The Employer shall prepare the Agreement in the Performa (Form E) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 45 days from the date of issue of the letter of acceptance, the successful bidder will be required to execute the Contract Agreement. The performance guarantee should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the bidder through their authorized signatories, will be supplied by the Employer to the Bidder.
- 26.2 Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 30 days from the date of issue of the Letter of Acceptance:
- a. Performance Guarantee

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

27.0 PERFORMANCE SECURITY

- 27.1 The successful bidder shall furnish to the Employer a security in the form of a bank guarantee/FDR for an amount of 10% of the Contract Price, in accordance with Clause 4.2 of the General Conditions of Contract. **The validity shall be six months beyond expiry of contract.** The Bank Guarantee/FDR has to be from a scheduled Commercial Bank based in India and the Form of Performance Security (Form D) provided in this Volume shall be used. The Performance Security shall be furnished within the time limit specified in Clause 26.0.
- 27.2 Failure of the successful bidder to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Bid security.

28.0 CANCELLATION OF LETTER OF ACCEPTANCE (LOA) & FORM OF BID

In case successful Bidder fails to commence the work (for whatsoever reasons) as per terms & conditions of Bid after issuance of LOA then the LOA shall be cancelled and the Bid Security shall be forfeited.

29.0 Corrupt & Fraudulent Practices

JMRC requires that the Bidders and / or their agents observe the highest standards of ethics during Biding and execution of this Contract. In pursuance with this policy, JMRC:-

Defines, for the purpose of these provisions, the terms set forth below as follows: -

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to Licensor or its employees, influence in the contract execution; and
- (ii) “fraudulent practice” means a concealment or misrepresentation of facts in order to influence execution of the contract to the detriment of JMRC, and includes collusive practice among Bidders (prior to or after bid submission) designated to establish bid prices at artificial non-competitive levels and to deprive JMRC of the benefits of free and open competition.
- (iii) Breach of any of the contract condition during execution.
 - a. Will reject the bid or rescind the contract if JMRC determines that the Bidder/Bidder or the employees deployed by the Bidder for the performance of services are engaged in corrupt or fraudulent practices.
 - b. Will declare a Bidder ineligible, either indefinitely or for a stated period of time, for participation in the bidding process, if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
 - c. The successful Bidder/Bidder shall apprise JMRC through CVO or equivalent officer or authorized officer of JMRC of any fraud/suspected fraud as soon as it comes to their notice.

APPENDIX I 'A'

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TECHNICAL BID

(to be included in Bid Index and front of the Technical Proposal)

Name of the Bidder - _____

S/N	Item	Bid Stipulations (if any)	Submission / Compliance Requirement	Reference Page No. in the Technical Submittal
1.0	Bid Document Cost Details, if applicable			
1.1	Bid Document Cost in the form of DD/BC/PO	1.1.2.d and 1.1.2.j of the NIB		
1.2	Name of Issuing Bank and Branch			
1.3	DD/BC/PO No.			
1.4	DD/BC/PO Date			
1.5	Value of DD/BC/PO			
2.0 (a)	Bid Security Details			
2.1(a)	Bid Security in the form of DD/BC/PO	1.1.2 c and 1.1.2.j of the NIB and 12 of the ITB		
2.2(a)	Name of Issuing Bank and Branch			
2.3(a)	DD/BC/PO No.			
2.4(a)	DD/BC/PO Date			
2.5(a)	Value of DD/BC/PO			
2.0 (b)	Processing Fee			
2.1(b)	Processing Fee in the form of DD/BC/PO	1.1.2 e and 1.1.2.j of the NIB		
2.2(b)	Name of Issuing Bank and Branch			
2.3(b)	DD/BC/PO No.			
2.4(b)	DD/BC/PO Date			
2.5(b)	Value of DD/BC/PO			
3.0	Eligibility and Qualification of Bidder			
3.1	Bid is from a Company	Clause 2.0 of the Instruction to Bidder/Bidder (ITB)		
3.1.1	Whether Power of Attorney with specimen signature has been submitted	As per ITB Document		
3.2	Bid is from JV / Consortium	As per ITB Document		
3.2.1	Whether Power of Attorney with specimen signature has been submitted	As per ITB Document		
3.2.2	Whether Power of Attorney from each member of JV/Consortium is enclosed	As per ITB Document		
3.2.3	Whether Power of Attorney	As per ITB Document		

	from each member of JV/Consortium is Notarized			
3.2.4	Board Resolution of each of the Consortium members authorizing execution of Consortium Agreement and appointing authorized signatory	As per ITB Document		
3.3	Memorandum of Agreement for JV/Consortium	As per ITB Document		
3.3.1	Who is the Leader of the Consortium	As per ITB Document		
3.3.2	Details of percentage participation of individual members specified in the MoA	As per ITB Document		
3.3.3	Whether all the members are jointly and severally liable to JMRC	As per ITB Document		
3.4	Whether Bidders or any member of the JV / Consortium has submitted more than one Bid	As per ITB Document		
3.5	Whether registration with RoC enclosed for a Bidder being a company / each member in case of JV/Consortium	As per ITB Document		
3.6	Whether registration with EPFO enclosed for a Bidder/each member in case of JV/Consortium	As per ITB Document		
3.7	Whether registration with ESIC enclosed for a Bidder/each member in case of JV/Consortium	As per ITB Document		
3.8	Whether registration with Service Tax department enclosed for a Bidder / each member in case of JV/Consortium	As per ITB Document		
3.9	Whether Annexure – I attached by Bidder / each member in case of JV/Consortium	As per ITB Document		
3.10	Whether Registration with applicable labour department enclosed for a Bidder/each member in case of JV/Consortium	As per ITB Document		
3.11	Appendix to the form of bid - Form A	As per ITB Document		
3.12	Form Of Bank Guarantee For Bid Security – Form B	As per ITB Document		
3.13	Performa for Statement of	As per ITB Document		

	Deviations – Form C			
3.14	Form of Performance security (guarantee) by bank – Form D	As per ITB Document		
3.15	Form of Agreement – Form E	As per ITB Document		
3.16	General Information And Joint Venture Data - Form T-I	As per ITB Document		
3.17	Experience Record - Form T-II	As per ITB Document		
3.18	Financial Data Form T-V	As per ITB Document		
3.19	Indemnity - Form T-VII	As per ITB Document		
4.0	Technical Proposal			
4.1	Whether sealed Technical Bid, submitted as per requirement	As per ITB Document		
4.1.1	Whether Form of Bid enclosed	As per ITB Document		
4.1.2	Whether each page of Bid Document, Addendum (if any) and other submissions, enclosed duly numbered, signed & stamped, as a token of acceptance	As per ITB Document		
4.2	Whether the bidder has the financial standing as per the requirement of the NIB	1.3 c of the NIB		
4.3	Whether the bidder fulfill the work requirement/physical requirement as per the NIB	1.3 of NIB		
5.0	Whether scanned copy of Bid Security, Cost of Bid Form and Processing Fee Documents /Instruments have been submitted online and original instruments submitted as per the schedule mentioned in the NIB	As per ITB Document		
6.0	Whether sealed Commercial Bid/BOQ submitted	As per ITB Document		

I have checked the above list with our submittal. I am aware that if the Bid does not contain above documents, our bid is likely to be rejected by the Employer.

(Authorized Signatory)

Note: - The above mentioned list is not an exhaustive list to decide the eligibility of the Bidder. It is the responsibility of the Bidder to go through the complete bid document and submit the requisite documents to establish his/her eligibility as per the stipulated requirement

APPENDIX I 'B'

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE FINANCIAL BID
COMPILED FROM THE PROVISIONS IN THIS VOLUME**

Sl.	Document	No. of sets to be submitted	Reference to Clause No. of "Instructions to Bidders"
	BID PACKAGE COMPRISING OF:		
1.	Bill of Quantities	One in original	8.0

INDEX ON PROFORMA OF FORMS

1. **PROFORMA OF FORMS – GENERAL** (Items (iv) & (v) applicable only for successful bidders)

S.No	Details	FORM
i.	Form of Bid with Appendix	A
ii.	Form of Bank Guarantee for Bid security	B
iii.	Performa for Statement of Deviations	C
iv.	Form of Performance Security (Guarantee) by Bank	D
v.	Form of Agreement	E

2. **PROFORMA OF FORMS – POST QUALIFICATION PARTICULARS FORM**

S.No.	Details	FORM
i.	General Information	T-I
ii.	Experience Record	T-II
v	Financial Data	T-V
vii	Indemnity certificate and obligation/ Compliance to be ensured by the Bidder.	T-VII

Note:- (Form No. T-III,T-IV & T-VI are deleted and not form part of this bid document.)

S.No.	Various Annexures	Annexure
i.	Declaration in case of consortium	I
ii.	Initial filter criteria of applicant	II
iii.	Compliance with the code of integrity and no conflict of interest	A1
iv.	Declaration by bidders regarding qualifications	B1
v.	Grievance Redressal during Procurement Process	C1
vi.	Certificate By Bidder	X

FORM OF BID

- Note :
- i. The Appendix and forms are part of the Bid
 - ii. Bidders are required to fill up all the blank spaces in this Form of Bid and Appendix.

Name of Work: **As in the NIB clause No. 1.1.2**

To

**Director (Operations & Systems), Jaipur Metro Rail Corporation Limited (JMRC),
2nd floor, RSIC Wing, Udyog Bhavan, C- scheme, Jaipur-302005**

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum as mentioned in the BOQ foror such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works within 7days of issue of the Letter of Acceptance to complete the whole of the Works comprised in the Contract.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 4.2 of the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount.

FORM A
PAGE 2 OF 3

9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any bid you may receive.
11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2013

Signature

Name..... in the capacity of

Duly authorized to sign Bids for and on behalf of.....

Address

Witness – Signature

Name

Address

Occupation

APPENDIX TO THE FORM OF BID

S.No	Details	Clause No.	Condition of Contract
I	Amount of Bank Guarantee as Performance Security	4.2 of General Conditions of Contract	10 percent of the Contract Price
II	Minimum amount of Third Party Insurance	15.3 of General Conditions of Contract	Rs.0.5 lakh for any one incident, with no of incidents unlimited.
III	Period for commencement of work from the date of issue of work orders	1.3(f) of Instructions to Bidders	7 days from the Issue of LOA
IV	Contract Period from the date of commencement of work	1.3(f) of Instructions to Bidders	2 Years
V	Penalty for Non completion of work or poor quality or work	13.3.1 of Special Conditions of Contract (General)	10% of the estimated cost of the work item
VI	Penalty for violating the safety norms or for causing any accident or causing any interference in Train operation due to his work		Shall be levied as worked out by the JMRC. In addition to this necessary legal actions can be also taken as per the statutory Rules & Laws applicable.

Signature of authorized

Signatory on behalf of Bidder

Date

Name

Place

Address

FORM OF BANK GUARANTEE FOR BID SECURITY

(Ref : Clause 27.1 of “Instructions to Bidders”)

1. KNOW ALL MEN by these presents that we
(Name of Bank) having our registered office at (Address and
Name of country) (hereinafter called “the Bank”) are bound unto Jaipur Metro Rail
Corporation Limited (hereinafter called “the Employer”) in the sum of Rs. -----for
which payment will and truly to be made to the said Employer, the Bank binds itself, its
successors and assigns by these presents.
2. WHEREAS.....(Name of Bidder) (hereinafter called “the Bidder”)
has submitted its bid dated_____for the “Maintenance Contract of Civil works –
Addition, alteration/ modification of various station buildings situated at Jaipur Metro
Section (Mansarover to Chandpole)” Contract ----- of
applicable Rail Corridor of Jaipur Metro Rail corporation hereinafter called “the Bid”.

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs.---
(Rupees -----) as Bid security against the Bidder’s offer as aforesaid.

AND WHEREAS_____ (Name and Address of the Bank) have, at the request
of the Bidder, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
 - a. That the Employer may without affecting this guarantee grant time or other indulgence to
or negotiate further with the Bidder in regard to the conditions contained in the said bid
and thereby modify these conditions or add thereto any further conditions as may be
mutually agreed upon between the Employer and the Bidder.
 - b. That the guarantee herein before contained shall not be affected by any change in the
constitution of our Bank or in the constitution of the Bidder.
 - c. That any account settled between the Employer and the Bidder shall be conclusive
evidence against us of the amount due hereunder and shall not be questioned by us.
 - d. That this Guarantee commences from the date hereof and shall remain in force till
.....(Date up to which Guarantee is valid i.e. 150 days from the last date of bid
submission.)
 - e. That the expression ‘the Bidder’ and ‘the Bank’ herein used shall, unless such an
interpretation is repugnant to the subject or context, include their respective successors
and assigns.

4. **THE CONDITIONS OF THIS OBLIGATION ARE :**

- a. if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or
- b. if the Bidder does not accept the correction of his bid price in terms of Clause 22.0 of the “Instructions to Bidders”.
- c. if the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity :
 - i. fails or refuses to furnish the Performance Security in accordance with Clause 27.0 of the “Instructions to Bidders” and/or
 - ii. fails to commence the work as per terms And Conditions of bid after issuance of LOA
 - iii. fails or refuses to enter into a Contract within the time limit specified in Clause 26.0 of the “Instructions to Bidders”.

We undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of

Authorized Official of the Bank

Signature of the witness

.....

Name of Official

Designation

I.D. No.

Name of the Witness

.....

Stamp/Seal

of the Bank

Address of the Witness

.....

PROFORMA FOR STATEMENT OF DEVIATIONS

(Refer Clause 20.2 of ITB)

1. The following are the particulars of deviations from the requirements of the Instructions to Bidders”, “General Conditions of Contract” and “Special Conditions of Contract :
- 2.

S.No.	Clause (Specify GCC or SCC also)	Deviations	Remarks (including justification)	Price adjustment for the withdrawal of each deviations

Signature of Bidder

The following are the particulars of deviations from the requirements of the Bid Specifications:

S.No.	Clause	Deviations	Remarks (including justification)	Price adjustment for withdrawal of each deviation/s

- 1) We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial bid.
- 2) We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as Null and Void and stand withdrawn.
- 3) We hereby confirm that but for the deviation noted here, our offer is fully and truly compliant.

Signature of Bidder

Note:- Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performance of deviations is not submitted or submitted as blank, it will be construed that the bidder has not proposed any deviations from bid documents and will provide all equipments as specifications.

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Clause 27.0 of “Instructions to Bidders”)

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the “Bank”) of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Jaipur Metro Rail Corporation limited has awarded the contract for “Maintenance Contract of Civil works – Addition, alteration/ modification of various buildings of Jaipur Metro. (Mansarovar Depot)” Contract for -----
-Rail Corridor of Jaipur Metro Rail Corporation (hereinafter called “the contract”) to M/s _____ (Name of the Bidder) (hereinafter called “the Bidder”).
3. AND WHEREAS the Bidder is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now we the Undersigned _____ (Name of the Bank)

being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Amount in figures and Words) as stated above.
5. After the Bidder has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Bidder or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Bidder and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Bidder. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Bidder in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least **six months** longer than the anticipated expiry date of Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Bidder or if the Bidder fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Bidder.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Bidder.

FORM D
PAGE 2 OF 2

9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions “the Employer”, “the Bank” and “the Bidder” hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2013 being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name :

Designation :

I.D. No. :

Stamp/Seal of the Bank :

Signed, sealed and delivered

for and on behalf of the Bank

by the above named _____

In the presence of :

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

FORM OF AGREEMENT

(Refer Clause 26.0 of “Instructions to Bidders”)

This Agreement is made on the _____ day of _____ 2013 Between Jaipur Metro Rail Corporation Limited, Metro Khanij Bhavan C- Scheme Jaipur-302005 hereinafter called “the Employer” of the one part and _____ (Name and Address of Bidder) _____ hereinafter called “the Bidder” of the other part.

Whereas the Employer is desirous that (***) certain Goods and Services should be provided and certain Works should be executed, viz “Maintenance Contract of Civil works – Addition, alteration/ modification of various buildings of Jaipur Metro. (Mansarovar Depot)” Contract for -----of applicable Rail Corridor of Jaipur Metro Rail corporation hereinafter called “the Works” and has accepted a Bid by the Bidder for the execution and completion of such works (***) as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESS as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Letter of acceptance
 - (b) General Conditions of Contract
 - (c) Special Conditions of Contract
 - (d) Notice Inviting Bid
 - (e) Bill of Quantities
 - (f) Form of Bid with Appendix
 - (g) Addendums, if any
 - (h) Other conditions agreed to and documented as listed below:
 - (i) Bidder’s Work Schedule as amended if required
 - (ii) Statement of deviations (if applicable)
 - (iii) Any other item as applicable
3. In consideration of the payments to be made by the Employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Employer to execute and complete the works by **_____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Bidder in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs_____ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE BIDDER

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

The staff/labour recruited by the Bidder for “Maintenance Contract of Civil works – Addition, alteration/ modification of various buildings of Jaipur Metro. (Mansarovar Depot)” will be the sole responsibility of the Bidder and JMRC will not be involved in it in any way. The staff / labour so recruited by the Bidder will not have any right whatsoever at any stage to claim employment in JMRC.

6. JURISDICTION OF COURT

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

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

For and on behalf of the Bidder

For and on behalf of the Employer

Signature of the authorized
official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Bidder

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said _____

Name _____

on behalf of the Bidder in the

presence of:

Witness _____

Name _____

Address _____

By the said _____

Name _____

on behalf of the Employer in the

presence of:

Witness _____

Name _____

Address _____

Note :

- * To be made out by the Employer at the time of finalization of the Form of Agreement.
- ** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.
- *** to be deleted if not applicable

GENERAL INFORMATION AND JOINT VENTURE DATA
(Refer Clauses 2.2.2,2.2.3 &2.3 of ITB)

Notes :

- (1) Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.
- (2) In case of Joint Venture / Consortium, attach an attested photocopy of Agreement indicating inter alia distribution of responsibilities among the members / constituents.
1. Names of participating members / constituents
 - (a)
 - (b)
 - (c)
2. Address, telephone, telefax, cable numbers of each members / constituent.

Registered Office	Office for correspondence
(a)
(b)
(c)
3. Name of Lead partner / Constituent
4. Distribution of responsibilities among partners / constituents. (Among other details, specify the sub-items of works for which each of the partners / constituents would be responsible).

.....

.....
5. Date and place of joint Venture/ Consortium Agreement.
6. Names and Addresses of Bankers to the Joint Venture/ Consortium
7. Names and Addresses of Associated Companies to be involved in the Project and whether Parent / subsidiary/ others.
8. If the company is subsidiary, what involvement, if any, will the Parent Company have in the Project?

EXPERIENCE RECORD

(Refer Clause 8.1.5(f))

1. Total number of years of experience in “Maintenance Contract of Civil works – Addition, alteration/ modification of various buildings of Jaipur Metro. (Mansarover Depot)” works
2. Details of experience in “Maintenance Contract of Civil works – Addition, alteration/ modification of various buildings of Jaipur Metro. (Mansarover Depot)” works for **last five years**.

Sl.	Date of start of work	Date of completion of work (including time extension)	Period of work execution	Details of work handled	Total Cost of work in Rs.	Manpower Engaged	Remark
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Notes :

- (j) Details submitted in any other Performa will not be considered.
- (ii) The details of work including the cost of the work and date of completion etc. should be supported by notarized/attested and self-certified copy of each Client’s work Completion certificates issued by the officer not below the rank of Executive Engineer or equivalent in case of central/state Govt. department and corresponding PSU’s.
- (iii) Additional pages may be attached if required. All the pages must be signed by the authorized signatory of the bidder.

FINANCIAL DATA

(Refer Clause 2.1)

Total value of “Maintenance Contract of Civil works – Addition, alteration/ modification of various buildings of Jaipur Metro. (Mansarover Depot)” work done during the period 2011-2012 to 2013-2014 (For each member in case of Joint Venture/Consortium)

S.No.	Description	Year 2011-2012 (Rs. in Crore)	Year 2012-2013 (Rs. in Crore)	Year 2013-2014 (Rs. in Crore)	Beyond 31.03.2014 (Rs. in Crore)
(1)	(2)	(5)	(6)	(7)	
1.	Total value of “Maintenance Contract of Civil works – Addition, alteration/ modification of various buildings of Jaipur Metro. (Mansarover Depot)” work done.				

NOTE:

ATTACH NOTARISED / ATTESTED &SELF ATTESTED COPIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST THREE FINANCIAL YEARS AS ANNEXURE.

FINANCIAL DATA

(Refer Clause 2.1)

List of all Ongoing Contracts

Name of the applicant (constituent member in case of Group)	Total number of works in hand	Number of contracts of each type		Number for which applicant went in for		Number of contracts in which date of completion given in the original has already lapsed	**Total value of balance works yet to be done in Rupee equivalent as on date of NIB			
		Type	Numbers	Arbitration	litigation		Year 2011 - 2012	Year 2012-2013	Year 2013-2014	Beyond 31/03/2014 but upto date of NIB

* Applicant (each member of the group) should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.

** This figure should also include the year-wise break-up of part value of works to be executed in the two years period.

INDEMNITY

(To be filled by Bidder)

I on behalf of M/shereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/swill abide by all safety rules and procedures. I declare that I M/swill be responsible for any safety violation/accident etc. and JMRC will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s.....declare that all the claim raised by staff deputed by me, shall be borne by me only.

I hereby declare that I am sole responsible on behalf of M/s..... for giving such declaration.

.....

Name of Indemnifier

Stamp/seal of the Indemnifier/Bidder

.....

Signature of Indemnifier

INDEMNITY

(To be filled by Bidder staff individually)

I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedures. I declare that I will be responsible for any safety violations/accident etc. and JMRC will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I shall not raise any claim against JMRC.

.....

Name of Indemnifier

.....

Signature of Indemnifier

.....

NAME OF BIDDER

.....

SIGNATURE OF BIDDER

Obligation/Compliance to be ensured by Bidder

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

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

Signature with seal of Bidder/Proprietor

Annexure – I

[ON COMPANY’S LETTER HEAD (EACH MEMBER IN CASE OF CONSORTIUM)]

A.

I, Mr./Ms. _____ (Authorized Signatory)* on behalf of _____ (Company’s Name) having its registered office at _____, hereby confirm and declare that no agent, middleman or any intermediary has been, or will be engaged by me to provide any services, or any other item or work related to the award and performance of this contract. I further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be paid by me and that the bid price will not include any such amount.

(Signature) _____

Name of signatory _____

Capacity of signatory _____

* Should be supported by authorized Power of Attorney in favour of authorized signatory along with their copy of Board Resolution.

Annexure - II

EVALUATION SHEET

(INITIAL FILTER OF APPLICANT)

[ON COMPANY'S LETTER HEAD (EACH MEMBER IN CASE OF CONSORTIUM)]

Name of the Applicant: _____

S/N	Criteria	Yes	No
1.	Has the Applicant abandoned any work in the last five years?		
2.	Has the Bidder contract with any organization ever been terminated due to poor performance?		
3.	Has the Bidder Security Deposit for any contract ever been forfeited by any Govt./ Semi Govt./ PSU/ MRTS/ Corporate houses?		
4.	Has the Applicant been involved in frequent litigations in the last five years?		
5.	Has the Applicant suffered bankruptcy / insolvency in the last five years?		
6.	Has the Applicant been blacklisted by any organization?		
7.	Has any misleading information been given in the application?		
8.	Is the Applicant financially not sound to perform the work?		
9.	Is the Applicant's Net Worth negative?		
10.*	Has the Applicant failed to certify that no agent / middleman has been or will be engaged or that any agency or commission has been or will be paid?		
11.*	Do the documents submitted by the Applicant reveal that agency commission has been or will be paid?		

NOTE: -

“YES” answer to any of the questions from 1 to 11 will disqualify the Applicant.

- * A blank Proforma of the Certificate is there at Annexure–1. The same should be completed and submitted along with the bid submission.

Dated _____

Signature of the Bidder
or his Authorized signatory
with seal of the Firm

Annexure A1 : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Annexure B1 : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement ofin response to their Notice Inviting Bids NoDated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name

Designation:

Address:

Annexure C1 : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Dir (O&S) JMRC, JAIPUR.

The designation and address of the Second Appellate Authority is MD, JMRC, JAIPUR.

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para(I) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to be in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(4) Form of Appeal

- (a) An appeal under para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(5) **Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(6) **Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1

[See rule S3]

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement
Act, 2012**

Appeal Noof

Before the.....(First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if
any:

(iii) Residential address:

2. Name and address of the respondent

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer /
authority who passed the order (enclose copy), or a statement of a decision, action or
omission of the Procuring Entity in contravention to the provisions of the Act by which the
appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address
of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
..... (Supported by an affidavit).

7.

Prayer:.....

....

Place.....

Date

Appellant's Signature

Annexure – ‘X’

CERTIFICATE BY BIDDER

**(“Maintenance Contract of Civil Work- Addition, alteration/ modification of various
buildings of Jaipur Metro. (Mansarovar Depot)”**

Name of Contract :
.....
.....
.....

Name of Station :

Period: FromTo.....

1. In Compliance to the provision of the Minimum wages act 1948 and rules made there under in respect of any employees engaged by me/us, I/We hereby declare that the labour engaged be me/us have been fully paid for. In the event of any outstanding due to be payable to any labour/labours engaged by me/us, JMRC is entitled to recover the same from any money due to accruing to me/us in consideration of payment to such labour/labours.
2. Certified that all valid insurance policies as per GCC clauses are available. Copies of Insurance policies are enclosed/already submitted.
3. Certified that the EPF Act 1952 the Minimum Wages act, 1948, ESI Act, Contract Labour Act, 1971, Factories, Act, 1948, have been fully complied with the me/us. Photocopies of challans for EPF/ESI deposited are enclosed herewith.
4. The payment has been made to the employees in presence of Station Manager/Station Superintendent as per Minimum Wages Act, 1948 (As per latest notification). The attached photocopy of ESI & EPF Challans has been verified from original.

Signature of Bidder with Seal

Station Manager : (Verified)

Manager

JGM (Civil)

SPECIAL CONDITIONS OF CONTRACT

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PART-1

SPECIAL CONDITIONS OF CONTRACT (GENERAL)

1.0 SPECIAL ATTENTION

- 1.1 The Contract will be awarded to the Bidder whose responsive bid is determined to be the lowest evaluated bid and who satisfies the appropriate standards of capacity and financial resources. Clause 23.0 and 24.0 of “Instructions to Tenderers” may be referred to in this connection.

2.0 RIGHT OF WAY

Right of way (within JMRC land) to the work site will be provided to the Bidder.

3.0 COORDINATION WITH OTHER CONTRACTORS

The bidder for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages,

4.0 SUFFICIENCY OF BID

- 4.1 The Bidder shall be entirely responsible for sufficiency of rates quoted by him in his bid.
- 4.2 The Bidder (Successful Bidder) shall be paid for only at quoted/accepted rates.

5.0 NOTICES AND INSTRUCTIONS

- 5.1 The Bidder shall furnish to the Employer/Engineer the postal address of his office at Jaipur. Any notice or instructions to be given to the Bidder under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Bidder or if conveyed by the E-mail from the authorized email.

6.0 SUPPLY OF MATERIALS TOOLS, AND EQUIPMENT BY THE EMPLOYER

- 6.1 No material, tools, and equipment shall be supplied by the Employer. The Bidder has to arrange all tools, equipment, materials etc. required for the work. The Bidder shall have to identify sources for supply of all materials and get them approved by the in-charge before the use. The Bidder shall submit the sample to the in charge and shall use only after the sample is approved. Nothing extra shall be payable to the Bidder on this account.

7.0 USE AND CARE OF SITE

- 7.1 The Bidder shall not demolish, remove or alter structures or other facilities on the site without prior approval of the In-charge.
- 7.2 All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved MCD locations in covered position. The necessary materials required i.e. cartoons/ dustbins etc to be provided by the bidder at his cost. The transportation for disposing the debris shall also be arranged by the bidder.
- 7.3 All surrounding surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.

- 7.4 Necessary permissions/approval of the Employers representative shall be obtained before carryout the work.
- 7.5 **ACCIDENTS:** - It shall be the entire responsibility of the bidder to adopt all the safety measures and deploy the personnel who are adequately trained in safety. If any accident occurs within the JMRC jurisdiction while carrying out the works or due to negligence on the part of the bidder's personnel, it shall be the full responsibility of the bidder.
- 8.0 **DUTIES, TAXES, OCTROI, ROYALTY ETC**
- 8.1 The rates quoted by the Bidder for all materials, required to be purchased for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes, octroi, royalties, rentals etc.
- 8.3 The Bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Bidder's in respect thereof, which may arise.
- 9.0 **SALES TAX REGISTRATION CERTIFICATE**
- 9.1 If the Bidder is a Sales Tax / VAT assessee, he should produce a valid Sales Tax / VAT Registration Certificate before payment of final bill; otherwise, final payment to the Bidder will be withheld.
- 10.0 **HOUSING FACILITIES (Supplemental to Clause 6.6 of "General Conditions of Contract")**
- 10.1 The Bidder shall have to make his own arrangements for housing facilities for his staff
- 11.0 **ACCESS ROADS AND HAUL ROADS**
- 11.1 Existing roads and other public roads may be used by the Bidder to carry out works with prior approval of the competent authority. The Bidder shall pay the statutory vehicle license and permit fees for use of public roads.
- 11.2 The Bidder shall repair any damage to the road or bear the cost thereof due to movement of bidder's plants and equipment, vehicles etc. to the specifications and satisfaction of road authorities as well as of Engineer.
- 12.0 **DEDUCTIONS TO BE MADE FROM BIDDER'S BILL**
- 12.1 Tax deduction at source from each on account progress bill shall be made by the Employer as per the provisions of the statutes/ acts of statutory bodies/ local authorities.
- 13.0 **PROGRAM OF WORKS:**
- 13.1 The period of contract is for 2 years from the date of commencement of work. However the work should be started immediately after issue of LOA by the competent authority as and when required. The period of work shall be further extended up to 1 year based on the performance of preceding years.
- 13.2 The bidder should work round the clock if required. The major activities, which are affecting the commuters/ traffic to be done at the non-operational hours.

13.3 PENALTY

- 13.3.1** Penalty for non-attending the works within the minimum specified time as mentioned for the different works after issue of instructions by the competent authority or for the poor quality of works will be levied at the rate of 10% of the estimated cost of the work item. Repeated failure by the bidder to attend to the works within specified time period may lead to termination of contract. The penalty shall be preceded with proper show cause notice. The penalty once levied may be reviewed by the authority next higher to the authority who has levied penalty on written submission by the bidder within 15 days of levy of penalty.
- 13.3.2** This penalty shall not relieve the bidder from his obligation to execute the works or from any other of his obligations and liabilities under the contract.
- 13.3.3** The Bidder shall co-ordinate his programme to the extent feasible with the programmes of other contractors to be engaged at the site or in the vicinity of the site, as furnished by the Engineer so that the works can be carryout as per the overall program.

14.0 SECURITY MEASURES

- 14.1** Security arrangements for the work shall be in accordance with general requirements and the Bidder shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.
- 14.2** Contractors' employees and representatives shall wear Identification Badges (cards), helmets, gum boots, approved uniform and other safety/protection wear as directed by incharge, and to be provided by the Bidder. Badges shall identify the Bidder and show the employee's name and number and shall be worn at all times while at site.
- 14.3** All vehicles used by the Bidder shall be clearly marked with the Bidder's name or identification mark.

15.0 ECOLOGICAL BALANCE

- 15.1** The Bidder shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Bidder shall, so conduct his works activities, as to prevent any avoidable destruction, scarring or defacing of natural surrounding in the vicinity of work. In respect of ecological balance, the Bidder shall observe the following instructions.
- (a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to works activities, the same shall be repaired, replanted or otherwise corrected at Bidder's expense. All work areas shall be smoothened and graded in a manner to confirm to natural appearance of the landscape as directed by the Engineer.
 - (b) All trees and shrubbery, which are not specifically required to be cleared or removed for works purposes, shall be preserved and shall be protected from any damage that may be caused by Bidder's maintenance activities. The removal of trees or shrubs will be permitted only after prior approval by the In charge. Trees shall not be used for anchorage. The Bidder shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches etc. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Bidder's expenses.
 - (c) In the conduct of works activities and operation of equipment, the Bidder shall Utilize

such practicable methods and devices as are reasonably available to control Prevent and otherwise minimize air/noise pollution.

- 15.2 Separate payment shall not be made for complying with provisions of this clause and all cost shall be deemed to have been included in the price in the Bill of Quantities.

16.0 BRIEF SCOPE OF WORK

Brief scope of work is included in Sub-Clause 2.0 of Notice Inviting Bid issued with the bid documents.

17.0 PAYMENT

- 17.1 For the purpose of On-account payment, the bidder shall submit detailed activities carried out as per Work orders recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.

- 17.2 The bidder shall submit certified copies of vouchers showing quantity of materials brought to site for in charge's record. In case of specified items such as steel, cement, paint and bitumen etc if required.

- 17.3 If any activities not carried out as per the work orders the applicable amount will be deducted from the bill. If the work carried out through other agency under the intimation to the bidder and the charges incurred on it will be deducted from the bidder's bill. In addition the applicable penalty will be levied as per Clause No.13.3.1 of SCC.

- 17.4 The payment shall be made on a monthly basis for the activities carried out as per the work orders in a month. At the end of the month, the bidder shall submit necessary documents and Bill in the standard format for payment.

18.0 BIDDER'S OFFICE

- 18.1 The Bidder shall establish an office in Jaipur in consultation with the in charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to incharge.

- 18.2 In addition, the Bidder shall also set up field offices at convenient and approved locations at respective lines for co-ordination and for monitoring the progress of maintenance work at his own cost. The space for the office shall be provided by JMRC free of cost. This office may be utilized as control room and store for keeping minimum inventory required for executing the work. Minimum level of inventory shall always be maintained. The details of inventory are mentioned in sub clause 2.0 of NIB. This office shall be manned by bidder staff consisting of One manager, One Supervisor and one helper cum beldar. One Helper cum beldar shall be available round the clock. The cost of providing such man power shall be borne by the bidder. Nothing extra shall be provided by JMRC. The contact number / Mobile number of manager supervisor shall be intimated in writing to DGM/C&S or his authorized representative. Identity card shall be issued to these staff by JMRC on submission of application in prescribed format and payment of requisite fee.

- 18.3 One "Site Order Book / Complaint and Progress Monitoring register" shall be maintained at field office. All complaints should be recorded in this register and should be attended to within 24 hours of reporting or any reasonable time as specified. Failure to attend the complaint within the specified time period shall attract penalty at the rate of 10% of estimated

cost of that item(s). In addition to that, the work shall be executed at the risk and cost of bidder. Repeated failure to execute the work within specified time shall lead to termination of contract. The works noted in complaint register shall be in addition to regular items as per clause 16.0

The qualification details of staff deployed at site office is as follows. In case of non-deployment of specified staff, suitable penalty as mentioned below shall be levied.

a) Minimum qualification and experience of bidder staff employed at site office

- | | |
|-----------------|--|
| i) Manager | Graduate Civil Engineer with 3 year experience /
Recognized Diploma Holder in Civil Engineering
with 5 year experience |
| ii) Supervisor. | Recognized Diploma holder with 2 years
experience |

- b) Penalty in the event of non-deployment of specified staff at site office.** Rs. 20000/- per month for Manager.
Rs. 15000/- per month for Supervisor.
- c)** The bidder's staff should come to duty in proper uniform. The uniform of the Contractors agency shall be got approved by the Engineer in charge.
- d)** Identity card to each bidder staff shall be issued by the Chief Security Commissioner office of JMRC on payment of requisite fee for police verification and cost of card. The bidder should submit application for this in the prescribed format clearly providing basic details affixing photograph and finger prints of the concerned staff. In the absence of valid identity card, the bidder staff shall not be permitted to enter into the station premises.

19.0 NOISE AND DISTURBANCE/POLLUTION

- 19.1** All works shall be carried out without unreasonable noise and disturbance. The Bidder shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.

- 19.2** Subject and without prejudice to any other provision of the Contract and the law of the land and its obligation as applicable, the Bidder shall take all reasonable precautions.

20.0 ADVANCES

No advances shall be paid to the Bidder

21.0 PRICE VARIATION CLAUSE

10% per annum escalation shall be payable on the accepted rate of BOQ.

22.0 WATER SUPPLY AND ELECTRICITY

Water supply and electricity will be provided by JMRC if possible as per site condition.

23.0 MINIMUM WAGES ACT

The bidder shall comply with all the provisions of the Minimum Wages Act, 1948, The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act 1996 and Contract Labour (Regulation and Abolition) Act, 1970, EPF act, ESI Act etc as applicable and amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought into force from time to time.

24.0 ADDITIONAL WORK

Bidder is to carry out their self-assessment in respect of their capacity .in terms of manpower, machinery, materials and finance. He is to indicate separate set of manpower, machinery, materials in different bids. Once a bid is accepted, resources required for its execution shall not be considered for assessment of other bid. The bidder is to consider + ve or – ve variation in the annual value to the extent of 50% (rounded off to next higher whole number) and should be able to take up additional similar work at short notice at the accepted rate for which he is to indicate his additional resources. Similarly the scope of work may also be reduced on account.

25.0 RETURNS OF SURPLUS MATERIAL

Surplus material provided by the bidder at the start of AMC for maintaining inventory will be the property of bidder and is to be removed within 7 days after completion of work. After expiry of 7 days, charges for the space occupancy will be charged from bidder @ ` 500 /- per day per inventory.

26.0 STORAGE OF DISMANTLED MATERIAL

Storage of dismantled materials will be the responsibility of bidder. Dismantled material so accumulated is to be submitted to STORES of JMRC on quarterly basis on the risk and cost of bidder after getting written permission from O/o Engineer-in-charge.

27.0 MANDATORY REGISTRATION OF BIDDER

The bidder should get registered under Rajasthan BUILDING AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) RULES, 2002 before commencement of the maintenance Work.

28.0 WORK NOT TO BE SUBLET

The work should not be sublet without the written approval of Engineer-in-Charge.

29.0 SCHEDULE OF INSPECTIONS

All the stations must be inspected jointly by contractors and JMRC representative and inspection note shall be issued jointly. All the defects appearing in inspection note shall be rectified within specified time, The progress will be checked during the next monthly inspection. The Performa of Inspection shall be provided by Engineer in charge.

30.0 List of additional approved sources/ vendors of material are as follows:-

VENDOR LIST

S.No.	Details of Materials/ Products	Manufacturer's Name / or Equivalent specification
1.	Adhesive	Pidilite, Araldite ,
2.	Flush Doors	Samrat,Kanchan Prima Swastik, Kutty, Diamond, Raveela, Alpro.1
3.	Gypsum Board	India Gypsum Limited , GYPROC, Saint Gobain or equivalent
4.	Aluminium Sections	Indian Aluminium Co./Hindustan Aluminium/Jindal
5.	Float Glass	Float Glass India Ltd/Asahi Float/Modiguard Reliable Safety Glass Ltd/Glaverbell/Saint Gobain/Tata Float.
6.	Powder Coatings	Berger/Nerocoat/Jenson and Nicholson
7.	Tile Joint Filler	Bal Adhesives and Grouts/"Roff Rainbow Tile Male" of Roff Construction Chemicals Pvt. Ltd/Winsil 20/Silicon Sealant of CE Bayer Silicon/"Zentrival FM" or MC Bauchemie (India)Pvt.Ltd/Laticrete, Ferrous Crete.
8.	Ceramic Tiles	Kajaria/Bell/Johnson/Nitco/Naveen/Somany/ Orient
9.	Vitrified Tiles	"Naveen Diamontile" of Murudeshwar Ceramics Ltd./"Granamite of Restile Ceramics Limited/"Marbo Granit" of Bell Granito Ceramica Ltd./Kajaria, NITCO.
10.	Synthetic Enamel	ICI Dulux Gloss/Berger/Asian/Nerolac/Jenson and Nicholson
11.	Interlock Paving Tiles	Unistone/CCC Builders Merchant Delhi Pvt. Ltd./Nimco Prefab.
12.	Door Fittings	Dorma, Hafele,Doorset,Dline./Godrej/Classic
13.	Cement	L&T,ACC,GRASIM,Gujrat Ambuja, Birla (Ordinary Portland Cement of Grade 43.
14.	Reinforcement Bars	TISCO,SAIL,RINL,IISCO
15.	Admixture	FORSOC,MBT,Asian Lab, MC Bauchemie,Chembond.
16.	Structural Steel	TATA, SAIL,ESSAR, JINDAL,RINL,IISCO
17.	Welding Electrodes	ADVANI,ESAB-MODI-ARC/Weld Excel India
18.	Ready-Mix Concrete(RMC)	ACC,Unitech,Grasim,LandT,Jindal
19.	Internal and External Paints	Berger/Asian/Nerolac/Jenson andNicholson.
20.	PVC Doors	M/s. Rajashri Forex Ltd. or equivalent, SYNTEX, CACTUS.
21.	Plastic Emulson Paint	Berger,Asian, Nerolac,Jenson and Nicholson, ICI , Dulux

22.	Sanitary Installations	Hindustan Sanitary Wares and Industries Ltd, CERA
23.	G.I. Pipes	Jindal Pipes Ltd,TATA, Prakash ,Surya
24.	G.I. Pipe Fittings	UNIK make or equivalent.
25.	Water supply Fittings	Heavy Duty Industrial fittings of Jaguar or equivalent make, Parko, Hindware, Pariware, Cera, Roca ETC

In case of non-availability of specified materials the alternative material of similar/ superior make should be used with the prior approval of Engineer in charge. The approval should be obtained in writing. If any material is used without approval it will not be paid by JMRC.

31.0 Minimum Level of inventory will be maintained at site office.

INVENTORY LIST

Minimum Quantity of following items to be kept as needs required in store of contractor's:-

S.No	Items	Details	Quantity
1	Stone(granite, kota, marble red stone etc)	All colours and thickness as per BOQ/Requirement.	10sqm each
2	Tiles- wall and floor	All colours and thickness as per BOQ/Requirement.	1 box each
3	False ceiling	All colours and thickness as per BOQ/Requirement.	10 sqm each
4	Sanitary fittings	All fixture as per BOQ/Requirement.	5 nos. each types
5	Door closer	All type as per BOQ/Requirement.	5 nos. each types
6	Door locks	All types as per BOQ/Requirement.	5 nos. each types
7	Safety equipments (PPE, CAUTION TAPE ETC)		5 nos. each types
8	G.I. Pipes	All types as per BOQ/Requirement.	5 nos. each
9	Ceramic Tiles	All types as per BOQ/Requirement.	10 sqm each type
10	Vitrified Tiles	All types as per BOQ/Requirement.	10 sqm each type
11	Synthetic Enamel	All types as per BOQ/Requirement.	20 litres each type
12	Plastic Emulsion Paint	All types as per BOQ/Requirement.	10 litres each type
13	Internal / External Paints	All types as per BOQ/Requirement.	10 litres each type
14	Sanitary Installation	All types as per BOQ/Requirement.	5 Nos each types

Issue /receipt and upkeep of store items shall be responsibility of contractor.

The colors and thickness of stone, tiles, false ceiling and type of doors, sanitary and water supply fittings shall be intimated at the time of start of work.

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JAIPUR METRO RAIL CORPORATION LIMITED

GENERAL CONDITIONS OF CONTRACT (GCC)
(NOVEMBER 2013)



GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1 DEFINITIONS AND INTERPRETATION

Definitions

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



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



- 1.1.2.9 **"Engineer"** means any person nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.
- 1.1.2.10 **"Engineer's Representative"** means any Assistant of the Engineer appointed from time to time by the Engineer under Sub-clause 3.3
- 1.1.2.11 **"Sub-contractor"** means any person named in the Contract as a sub-contractor, manufacturer or supplier for a part of the Works or any person to whom a part of the Works has been sub-contracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of such person.

1.1.3 Dates, Times and Periods

- 1.1.3.1 **"Commencement Date"** means the date on which the Contractor shall commence the Works on the written instructions of the Employer contained in the Notice to Proceed.
- 1.1.3.2 **"Contract Period"** means the period from the Commencement Date to the end of Defects Liability Period including Integrated Testing and Commissioning and as certified by the Engineer under Clause 7.11 (or as extended under Sub-Clause 10.3).
- 1.1.3.3 **"Day"** means a calendar day, **"Week"** means 7 calendar days, **"Month"** means a calendar month and **"Year"** means 365 days.
- 1.1.3.4 **"Effective Date"** means the date on which the Contract comes into force and effect.
- 1.1.3.5 **"Gazetted Holiday"** means every holiday which is observed by Jaipur Metro Rail Corporation Limited as a gazetted holiday as well as a weekly holiday.
- 1.1.3.6 **"General Holiday"** means Sunday.
- 1.1.3.7 **"Key Date"** means a date identified as such in the Contract.
- 1.1.3.8 **"Milestone"** means the completion of a part of the Works or the occurrence of an event identified as such in the Schedule of Milestones.
- 1.1.3.9 **"Milestone Date"** means the date prescribed in the Schedule of Milestone by which a Milestone is to be achieved, if Interim Payments for the Cost Centre in which the Milestone is included are not to be suspended.
- 1.1.3.10 **"Stage"** means level of progress of the works identified as such and more particularly described in the Employer's Requirements for which a Key Date for the achievement thereof is stipulated in the Contract.
- 1.1.3.11 **"Time for Completion"** means the time for completing the Works or a section or a part thereof (as the case may be), and passing the Tests on Completion, including Integrated Testing and Commissioning, as stated in the contract, calculated from the Commencement Date.

1.1.4 Tests and Completion

- 1.1.4.1 **"Factory Tests"** means the tests required to be carried out in the factory premises on components, equipment, subsystem, system, etc. during and/or after manufacture in the factory.
- 1.1.4.2 **"Integrated Testing"** in the contracts where applicable means the programme of tests performed by the Contractor at the direction of the Engineer following satisfactory completion of Contractor's tests on his equipment, sub-systems or system to verify and confirm the compatibility and compliant performance of his equipment/ sub-system/ system with the equipment/ sub-system/ system provided by others.
- 1.1.4.3 **"Milestone Certificate"** means the certificate to be issued by the Engineer in relation to the achievement or otherwise of Milestones.
- 1.1.4.4 **"Performance Certificate"** means the certificate issued by the Engineer under Sub-Clause 10.9.
- 1.1.4.5 **"Taking Over Certificate"** means a certificate issued under Clause 9.1.



1.1.4.6 **"Tests on Completion"** means the tests specified in the Contract and designated as such, including Integrated Testing where applicable and any other such tests as may be agreed by the Engineer and the Contractor, or instructed as a Variation, which are to be carried out before the Works, or any Section are taken over by the Employer.

1.1.5 Money and Payments

1.1.5.1 **"Contract Price"** means the sum stated in the Letter of Acceptance as payable to the Contractor, subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract .,

1.1.5.2 **"Cost"** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site,

1.1.5.3 **"Cost Centre Amount"** means the amount apportioned to a Cost Centre as set out in the Pricing Document, as the same **may be revised from** time to time in accordance with the Contract.

1.1.5.4 **"Final Payment Certificate"** means the payment certificate issued by the Engineer under Sub-Clause 11.9.

1.1.5.5 **"Final Statement"** means the agreed statement defined in Sub-Clause 11.10.

1.1.5.6 **"Foreign Currency"** means a freely convertible international trading currency in which part of the Contract Price is payable, but not the Local Currency.

1.1.5.7 **"Interim Payment Certificate"** means any payment certificate issued by the Engineer under Sub-Clause 11.5, other than the Final Payment Certificate.

1.1.5.8 **"Local Currency"** means Indian Rupees.

1.1.6 Other Definitions

1.1.6.1 **"Approval or Approved"** means **Approval in writing including subsequent written confirmation of previous verbal approval.**

1.1.6.2 **"Contractor's Equipment"** means all machinery, apparatus, appliances, other things of whatsoever nature required for purpose of the Contract, including without limitation, Contractor's Plant and Equipment, or Materials to or from the Site, but does not include Plant, or Materials intended to form or forming part of the Permanent Works.

1.1.6.3 **"Cost Centre"** means a group of activities and/ or items of work identified as such in the Pricing Document.

1.1.6.4 **"Materials"** means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Contractor, including the supply- only items (if any), which are to be supplied by the Contractor as specified in the Contract.

1.1.6.5 **"Plant"** means the machinery, equipment, and apparatus and the likes, intended to form or forming part of the Permanent Works, including the supply-only items (if any), which are to be supplied by the Contractor as specified in the Contract.

1.1.6.6 **"Section"** means a part of the Works specifically designated in the Appendix to Form of Tender as a Section (if any).

1.1.6.7 **"Site"** means the places provided by the Employer where the Works are to be executed and to which Plant, Rolling Stock and Materials are to be delivered, and any other place as may be specifically designated in the Contract as



forming part of the Site. Site includes Depot, where Rolling Stock will be delivered, tested and commissioned as provided in the Contract.

- 1.1.6.8 "Scheduled Bank"** means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modifications thereto.
- 1.1.6.9 "Specification"** means the Specification referred to in the contract and any modification thereof or addition thereto, as may from time to time be furnished or approved in writing by the Engineer.
- 1.1.6.10 "Test"** means such Tests as are prescribed in the Specifications or by the Engineer or Engineer's Representative, whether performed by the Contractor or by the Engineer or his Representative or any agency acting under the direction of the Engineer.
- 1.1.6.11 "Variation"** means any alteration and/ or modification to the Employer's Requirements, which is instructed by the Engineer or approved as a variation by the Engineer, in accordance with Clause 12.
- 1.1.6.12 "Works"** means the work, both permanent and temporary, or services to be carried out, designed, manufactured, fabricated, delivered to Site, erected, installed, completed, tested, commissioned, (including Integrated Testing and Commissioning) and remedying of any defects, and/ or supplied in accordance with the Contract and include Plant, Rolling Stock and Materials and their accessories.
- 1.1.6.13 "Permanent Works"** means the permanent works to be designed and executed in accordance with the Contract.
- 1.1.6.14 "Temporary Works"** means all temporary works of every kind (other than Contractor's Equipment) required for the execution and completion of the Works, and the remedying of any defects.
- 1.1.6.15 "Project"** means project implemented by or on behalf of Jaipur Metro Rail Corporation.

Interpretation **1.2** In the Contract except where the context requires otherwise:

- 1.2.1** (a) words indicating one gender include all genders;
(b) words indicating the singular also include the plural and words indicating the plural also include the singular and
(c) "written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in the interpretation of these condition.

- 1.2.2** Terms and expressions not herein defined shall have the meanings assigned to them in the "**General Clauses Act, 1897**" or the "**Indian Contract Act, 1872**" or the "**Sale of Goods Act, 1930**" or any other applicable Indian Law, as the case may be.

Law and Language **1.3** The contract shall be governed by the Acts and laws of India, the rules, regulations and bye-laws of the concerned public bodies and authorities. Language of the Contract shall be English.

Contract Agreement **1.4** The Employer and the Contractor shall execute a Contract Agreement, with such modifications as may be necessary to record the Contract. The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.

Priority of Documents **1.5** The documents forming the Contract are to be taken as mutually explanatory of one another . If there is an ambiguity or discrepancy in the documents, the



Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:

- (a) The Contract Agreement; The
- (b) Letter of Acceptance; Pre and
- (c) Post bid proceeds
- (d) Form of Tender
- (e) BOQ/Payment schedule
- (f) NIT
- (g) ITT
- (h) The Outline Design Specifications (Design Criteria) and
Outline Construction Specifications; or any other specification
- (i) Drawings
- (j) The Employer's Requirements
- (k) The Special Conditions of Contract; The
- (l) General Conditions of Contract;
- (m) The Contractor's Proposal; and
- (n) Any other document forming part of the Contract.

**Care and
Supply of
Construction
and/or
Manufacture
Documents**

- 1.6** The Construction and/or Manufacture Documents shall be in the custody and care of the Contractor during the Contract. Unless otherwise stated in the Employer's Requirements, the Contractor shall provide three copies for the use of the Engineer and assistants (as referred to in Sub-Clause 5.3).

The Contractor shall keep on Site one complete set of the documents forming the Contract, the Construction and/or Manufacture Documents, Variations, other communications given or issued from time to time and the documents/samples mentioned in Sub-Clause 5.3. The Employer, the Engineer and their assistants (as referred to in Sub-Clause 3.3) shall have the right to access these documents all reasonable times.

On discovery of any technical error or defect in a document intended to be used for the purpose of Contract, the Contractor shall promptly give notice to the Engineer of such error or defect.

**Communica-
tions**

- 1.7** Communications between parties, unless otherwise specified shall be effective only when made in writing. A notice will be effective only when delivered.

**Employer's
Use of
Contractor's
Documents**

- 1.8** As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site



and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

Contractor's Use of Employer's Documents	1.9	As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.
Compliance with Statutes, Regulations and Laws	1.10	<p>The Contractor shall familiarise themselves and conform in all aspects with:</p> <ul style="list-style-type: none">(a) the provision of any enactment in India as applicable from time to time(b) the regulations or bye-laws of any local body and utilities.(c) the Contractor shall be bound to give all notices required by statute, regulations or by-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The Contractor will arrange necessary clearances and approvals before the Work is taken up. <p>Ignorance of Rules, Regulations and Bylaws shall not constitute a basis for any claim at any stage of work.</p> <p>The Contractor shall indemnify the Employer against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye-laws or rules.</p>
Joint and Several Liability	1.11	<p>If the Contractor is (under applicable Laws) a joint venture, consortium, or other incorporated grouping of two or more Persons:</p> <ul style="list-style-type: none">a) these Persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;b) these Persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; andc) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.
	2	The Employer
General Obligations	2.1	The Employer shall provide the Site/area of works and shall pay the Contractor in accordance with the Contract.
Access to and Possession of the Site	2.2	<p>The Employer shall grant the Contractor right of access to, and / or possession of, the Site progressively for the completion of Works. Such right and possession may not be exclusive to the Contractor. The Contractor will draw/modify the schedule for completion of Works according to progressive possession/right of such sites.</p> <p>If the Contractor suffers delay from failure on the part of the Employer to grant right of access to, or possession of the Site, the Contractor shall give notice to the Engineer in a period of 28 days of such occurrence. After receipt of such notice the Engineer shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly.</p> <p>For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time and no monetary claims whatsoever shall be paid</p>



or entertained on this account.

Permits, Licences or Approvals	2.3	<p>It shall be Contractor's exclusive responsibility to get approvals, permits or license required for the Contract. However, the Employer may (where he is in a position to do so) provide reasonable assistance to Contractor at the request and cost of the Contractor in getting Permits, License or Approvals required during the Contract.</p> <p>The rendering of such assistance by the Employer shall not be interpreted as a pretext by the Contractor as condoning of any delay or non-performance of any of the Contractors obligations. The following-up of all such applications shall be the responsibility of the Contractor.</p>
Assignment by the Employer	2.4	<p>The Employer shall be fully entitled without the consent of the Contractor, to assign the benefit of the part thereof and any interest therein or there under to any third party.</p>
	3	The Engineer
Appointment of Engineer	3.1	<p>The Employer shall notify the Contractor in writing of the appointment and identity of the Engineer and of any replacement from time to time.</p>
Duties and Authorities of the Engineer	3.2	<p>The Engineer shall carry out the duties specified in the Contract. The Engineer shall have no authority to amend the Contract.</p> <p>The Engineer may exercise the authority specified in, or necessarily to be implied from the Contract. If the Engineer is required to obtain the specific approval of the Employer before exercising such authority, such requirements shall be as stated in Special Conditions of Contract. Any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.</p> <p>The Engineer shall have no authority to relieve the Contractor of any of his duties, obligations, or responsibilities under the Contract. Any proposal, inspection, examination, testing, consent, approval or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility, including responsibility for his errors, omissions, discrepancies, and non-compliance with Sub-Clause 5.4.</p> <p>The Engineer shall convey to the Employer all communications given or received by him in accordance with the Contract.</p>
Engineer's Authority to Delegate	3.3	<p>i. The Engineer, may from time to time assign and delegate authority to Engineer's representatives/assistants and may also revoke such assignments and delegations. The delegation or revocation shall be in writing and shall be applicable only after same has been notified in writing to the Contractor.</p> <p>ii. Each Assistant to whom duties have been assigned or authority has been delegated, shall be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any determination, approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by an assistance shall have the same effect as though the act had been an act of the Engineer. However:</p> <p>(a) Any failure to disapprove any Plant, Goods , Material, design and workmanship shall not prejudice the right of the Engineer to reject such Plant, Goods , Material, design and workmanship;</p>



- (b) if the Contractor questions any determination or instruction of an assistant of the Engineer, the Contractor may refer the matter to the Engineer within three days of such decision having been given, who shall confirm, reverse or vary such determination or instruction.

Engineer's Instructions

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

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

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

Engineer to Attempt Agreement

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

4 The Contractor

General Obligations

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

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

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

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

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



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

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

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

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

Performance security Amount

4.2

4.2.1 (i)

Performance security shall be solicited from all successful bidders except the departments of the Government of Rajasthan & the Central Government & Undertakings, Corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled and managed by the Government of Rajasthan or the Central Government and are authorized by them to bid without furnishing performance security.

(ii)

Within 30 days of receipt of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security in the form of a bank guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer for an amount of 10% of the Contract value in types and proportions of currencies in which the Contract Price is payable. The approved form provided in the Instructions to Tenderer's documents or any other form approved by the Employer shall be used for Bank Guarantee. The Bank Guarantee shall be valid up to 6 months beyond the Defect Liability Period (except specified in special condition of contract). In case the contract value exceeds beyond 25% of the original contract value, the contractor shall have to submit additional performance security.

(iii)

Whenever the contract value exceeds beyond 25% of the original contract value either due to Employer's variation or due to Contractor's variation, the contractor shall submit additional performance security equal to an amount of 10% of the variation reduced by an amount equal to 5% of the work already certified as completed by the Engineer-in-Charge on the date of variation subject to a maximum limit of 10% of the variation amount.

(iv)

No additional performance security will be required to be submitted if the variation is within 25% of the original contract value.

(v)

In lieu of bank guarantee, Performance Security may be furnished in the form of valid Banker's Cheque or Demand Draft or FDR /TDR from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer.



Forfeiture	4.2.2	Failure of the successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the tender security.
Release	4.2.3	<p>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>i. On completion of the entire work, one half of the Performance Security shall be refunded to the Contractor, on issue of Taking over Certificate by the Engineer, in accordance with Sub-Clause 9.1 and 9.2 of these conditions. This shall not relieve the Contractor from his obligations and liabilities, to make good that may be detected during the Defects Liability Period</p> <p>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 as per Clause 10.9 of these conditions.</p>
Guarantees and Warranties	4.2.4 4.2.4.1	<p>Within 30 days of the date of Letter of Acceptance of the Tender, the Contractor shall submit to the Employer:</p> <p>(a) An Undertaking in the approved format from a parent company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection.</p> <p>(b) A written Guarantee in the approved format from a parent company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection.</p> <p>(c) A warranty in the approved format from the Contractor.</p>
	4.2.4.2	<p>In the event that the Contractor shall comprise two or more members, corporations acting in partnership, joint venture, consortium or otherwise each such member or corporation shall submit a parent company Undertaking and Guarantee.</p> <p>Notwithstanding any other provision of the Contract:</p> <p>(a) submission by the Contractor of the requisite Performance security, parent company Undertakings and written Guarantees shall be condition precedent to the Contractor's entitlement to any payment, under the Contract; and</p> <p>(b) failure by the Contractor to provide a Performance security or parent company Undertakings or parent company Guarantees shall entitle the Employer either to suspend the Works or to terminate the Contract forthwith by notice in writing to that effect, notwithstanding that the Contractor may have been permitted to proceed with the Works, and the Contractor shall not be entitled to any compensation whatsoever as a consequence of such suspension or termination.</p>
Representation on Works	4.3	<p>Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 14 days of Notice to Proceed, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior consent of the Engineer. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing the preparation of the Construction and/or Manufacture Documents and the execution of the Works. The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, no objection certificate approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement</p>



person shall be appointed, with prior consent of Engineer.

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

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

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

4.4

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

a The Contractor shall take all reasonable steps to ensure that the Works are co-ordinated and integrated with the design, manufacture, installation execution and testing of such other works and shall in particular (but without limitation):

- (i) comply with any direction which the Engineer may give for the integration of the design of the Works with the design of any other part of the Project;
- (ii) consult, liaise and co-operate with those responsible for carrying out such other works, including where necessary, in the preparation of the respective designs, the preparation of co-ordinated programmes, method statements, co-ordination drawings and specifications together with arrangements of service priorities and zoning;
- (iii) participate in Integrated Testing and Commissioning of the system with Designated Contractors and demonstrate to the satisfaction of the Engineer that the Works have been designed and constructed in a manner compatible with the works of Designated Contractors.

b The Contractor shall undertake design co-ordination with other contractors who are carrying out works forming part of the Project as described in the Employer's Requirements. At the end of each such co-ordination period, the Contractor and the other contractor with whose works the interface period refers shall jointly state in writing that their design co-ordination activities are complete and that their respective designs are integrated and can be finalised without interference with each other's designs or the designs with which their designs have already been integrated. A copy of this joint written statement shall be provided to the Engineer within 7 days of the end of the said design co-ordination period. Unless and until copies of all relevant and necessary design co-ordination statements have been submitted to the Engineer, the Engineer shall be entitled to suspend any review or further review of the Contractor's or the other contractor's design submissions. Such suspension shall not be grounds for the Contractor to claim nor shall be entitled to receive an extension of time or additional payments.



- c The Contractor shall provide within the Site, staging, storage and unloading areas for the use of Designated Contractors, if any, who are undertaking trackwork, fare collection system, supply, testing and commissioning of Rolling Stock, escalators, lifts, signalling and telecommunications and traction power installation works, etc. Separate locations shall be provided for each such contractor. The exact size and location of these staging, storage and unloading areas, and the commencement date shall be co-ordinated and agreed during the design interface period with each Designated Contractor.
- d Any other contract which depends for its execution on the Contract or upon which the Contract is dependent for its own execution shall be identified by the Engineer as a "Designated Contract". The Contractor shall provide attendance on Designated Contractors in accordance with the Employer's Requirements and as instructed by the Engineer. The identity of the contractor for a Designated Contract may not be known before the execution of the Contract but this shall not be a ground for the Contractor to object to the subsequent appointment of a Designated Contractor.
- e The Contractor shall in accordance with the requirements of the Engineer co-ordinate his own Works with that of Designated Contractors through Co-ordinated Installation Programme (CIP) stated in the Employer's Requirements, or as the Engineer may require, and shall afford the Designated Contractors all reasonable opportunities for carrying out their works.
- f The Contractor shall afford all reasonable opportunities, for carrying out their work, to other contractors employed by the Employer and their workmen respectively and the workmen of the Employer who may be engaged on or near the Site of any work, ancillary to the Works, but, not included in the Contract and shall not cause them inconvenience.
- g If the Contractor shall suffer delay by reason of failure by any Designated Contractor to meet the specified installation interfacing and co-ordination, completion dates, which delay shall be caused otherwise than by fault of the Contractor, or, if compliance with sub-clause (f) herein shall involve the Contractor in delay beyond that which could be reasonably foreseen by an experienced contractor at the time of tender, then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under the Contract.
- h It shall be the responsibility of the Contractor to ensure that the full extent of the Works under the Contract and the works to be carried out by Designated Contractors within the Works or, in, on, under, through and over the Site are co-ordinated and integrated in their design, manufacture, installation and construction. Such responsibility shall neither be mitigated nor in any other way affected by virtue of similar responsibilities being placed on other contractors.



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

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

**Sub-contract-
-ors**

4.5

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

4.5.2 Unless otherwise stated in the Special Conditions of Contract:

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

4.5.3 The Contractor shall be responsible for observance by all Sub-contractors of all the provisions of the Contract. The Contractor shall be responsible for the acts or defaults of any Sub-contractor, his representatives or employees, as fully as if they were the acts or defaults of the Contractor, his representatives or employees and nothing contained in Sub-clause (a) of clause 4.5 shall constitute a waiver of the Contractor's obligations under this contract. The Contractor shall provide to the Engineer of all the Sub Contracts including terms, conditions and pricing. The Contractor shall endeavour to resolve all matters and payments amicable and speedily with the sub-contractors.

4.5.4 The contractor shall ensure that their sub contractors, material/equipment suppliers, consultants and other agencies deployed by them in connection with execution of the contract do not make any claim or raise any dispute before JMRC. For this, necessary provision is to be made in the agreement between contractor and their sub contractors/consultants/other agencies. Similarly the agreement should also incorporate the provision of dispute resolution. An undertaking in the following format shall be submitted by contractor in respect of each such agency:-

"Name of work.....

In connection with above work, M/s....., Contractor has/is engaging M/s....., as sub contractor(or consultant or material/equipment supplier or service provider). For this, the terms and conditions of agreement include necessary provisions for resolution of dispute if any arising between contractor and sub contractor.

It is confirmed by the sub contractor that any claim/dispute arising out of the above work shall be resolved in terms of agreement and shall not be raised before JMRC and also shall not make any claim against JMRC before any forum/court.

Signature of Contractor



Assignment of Contractor's and Sub-Contractor's Obligations	4.6	<p>The Contractor shall not assign a right or benefit under the Contract without first obtaining Employer's prior written consent, otherwise than by:</p> <ul style="list-style-type: none">a. a charge in favour of the Contractor's bankers of any money due or to become due under the Contract, orb. assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable. <p>If a SubContractor's obligations extend beyond the expiry date of Defects Liability Period then the Contractor shall assign the benefits of such obligations to the Employer.</p> <p>In the event that a sub-contractor of any tier provides to the Contractor or any other sub-contractor a warranty in respect of Plant, Materials or services supplied in connection with the Works, or undertakes a continuing obligation of any nature whatsoever in relation to such Plant, Materials or services (including without limitation an obligation to maintain stocks of spare parts) extending for a period exceeding that of the Defects Liability Period or where there is more than one Defects Liability Period exceeding that of the latest Defects Liability Period, and if the Engineer so directs in writing within 21 days of the expiry of the Defects Liability Period or the latest Defects Liability Period (as the case may be), the Contractor shall immediately assign or obtain the assignment of the benefit of such warranty or obligation to the Employer or at the direction of the Employer, to any third party referred to in Sub- Clause 2.4.</p>
Compensation for Breach	4.7	<p>Any breach of Sub-clauses 4.5 to 4.6 shall entitle the Employer to rescind the contract under Clause 13.2 of these conditions and also render the Contractor liable for loss or damage arising due to such cancellation.</p>
Setting Out	4.8	
Accurate Setting Out	4.8.1	<p>The Contractor shall be responsible for</p> <ul style="list-style-type: none">(a) the accurate setting out of the Works in relation to the original points, lines and levels of reference given by the Engineer in writing(b) the correctness of position, levels, dimensions and alignments of all parts of the Works(c) the provisions of all necessary instruments, equipment, apparatus and labour in connection with the foregoing responsibilities(d) Carefully protecting and preserving all bench marks, sight rails, pegs and other things used in setting out the Works <p>The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy or correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting out the Works.</p>
Errors in Setting out	4.8.2	<p>If at any time during the execution of the Work, an error appears in the positions, levels, dimensions or alignment of any part of the Works, the Contractor on being required to do so by the Engineer shall, at Contractor's cost, rectify such error to the satisfaction of the Engineer.</p>
Site Data	4.9	<ul style="list-style-type: none">i. The Employer shall have made available to the Contractor with the Tender documents such relevant data in Employer's possession on hydrological and sub-surface conditions. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by the Employer or Engineer is not warranted with respect to the viability of his design and execution of Works and



the Contractor shall be responsible for interpreting all such data. The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in Employer's data at any stage will not constitute ground for any claim for extra time and costs.

- ii. The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works.
- iii. The Contractor shall also be deemed to have inspected and examined the Site, its surroundings, the above data and other available information with respect to the viability of his design and execution of Works and to have satisfied himself before submitting the Tender, as to all the relevant matters including without limitation:
 - (a) the form and nature of the Site, including the sub-surface conditions;
 - (b) the hydrological and climatic conditions;
 - (c) the extent and nature of the work, Plant, and Materials necessary for the execution and completion of the Works and the remedying of any defects;
 - (d) the applicable laws, procedures and labour practices
 - (e) The Contractor's requirement for access, accommodation, facilities, personnel, power, transport and other services.
 - (f) the risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk.

Sufficiency of accepted Contract Amount	4.10	The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for the proper design, execution and completion of the Works, testing and commissioning (including Integrated Testing and Commissioning) and remedying of any defects.
Access Route	4.11	<p>The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall (as between the parties) be responsible for the maintenance of access routes. The Contractor shall provide at his cost signs or directions, which he may consider necessary or as instructed by Engineer for the guidance of his staff, labour and others. The Contractor shall obtain any permission concessions and related easement right that may be required from the relevant authorities for the use of such routes, signs and directions.</p> <p>The Employer will not be responsible for any claims which may arise from the use or otherwise of any access route. The Employer does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route.</p>
Rights of way and Facilities	4.12	The Employer will acquire and provide land for Permanent Works and right of way (within JMRC's land) for access thereto over routes established by the Contractor. The Contractor shall bear all cost and charges for special or temporary rights of way which he may require including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facility outside the Site which he may require for the purpose of the Work. The Employer reserves the right to make use of these service roads/rights of way for itself or for other Contractors working in the area, as and when necessary without any payment to the Contractor



Programmes 4.13

The Contractor shall submit a detailed programme to the Engineer after receipt of the Letter of Acceptance not later than 28 days from the date of receipt of Letter of Acceptance. The Contractor shall also submit a revised programme whenever the Engineer finds that the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall include the following:

- a the order in which the Contractor proposes to carry out the Works (including each stage of design, procurement, manufacture, delivery to Site, construction, erection, testing and commissioning),
- b all major events and activities in the production of Construction and/or Manufacture Documents; and
- c the sequence of all tests specified in the Contract including Integrated Testing and Commissioning.

Unless otherwise stated in the Contract, the programmes shall be developed using precedence networking techniques, showing early start, late start, early finish and late finish dates.

No significant alteration to the programmes, or to such arrangements and methods, shall be made without obtaining consent of the Engineer. If the progress of the Works does not conform to the programmes, the Engineer may instruct the Contractor to revise the programmes, showing the modifications necessary to achieve completion within the Time for Completion.

Consent by the Engineer to Programmes shall not relieve the Contractor of any of his responsibilities or obligations under the Contract. If the Programmes indicate that a Key Date has not, or will not be met, it shall not, by itself entitle the Contractor to an extension of time in relation to such Key Date.

Progress Reports

4.14

The Contractor shall submit to the Engineer by the end of each calendar month his Monthly Progress Report which shall, amongst other things, highlight actual or potential departures from the Works Programmes and/or the Design Submission Programme and state the measures which the Contractor proposes to take in order to make good or reduce any delay.

If requested by the Engineer, the Contractor shall submit to the Engineer, at weekly intervals, a written report as to the progress of off-Site manufacture of Plant, Rolling Stock and Materials.

The Contractor shall also submit to the Engineer such other reports as may reasonably be required by him or any relevant authority or public body.

The progress reports shall conform to the Employer's Requirements.

Contractor's Equipment

4.15

4.15.1

All Contractor's Equipment and Temporary Works provided by the Contractor shall, when brought on to the site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent in writing of the Engineer. Such consent shall not be unreasonably withheld or delayed

4.15.2

Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and his unused materials

4.15.3

The Employer shall not, at any time, be liable for the loss or damage to any of the Constructional Plant, Temporary Works or materials save as mentioned in **Clauses 14.1**



- 4.15.4** In respect of any Constructional Plant which the Contractor shall have imported for the purpose of the Works, the Employer may assist the Contractor, where required, in procuring any necessary Government consent for re-export of the same after the completion of the Works.
- 4.15.5** The Employer may assist (but is not obligated to) the Contractor, where required, in obtaining clearance through the Customs of Constructional Plant, materials and other things required for the Works

Safety of Works

- 4.16** The Contractor shall throughout the execution of the Works including the carrying out of any testing, commissioning (including Integrated Testing and Commissioning), or remedying of any defect:
- a. take full responsibility for the adequacy, stability, safety and security of the Works, Plant, Rolling Stock, Contractor's Equipment, Temporary Works, operations on Site and methods of manufacture, installation, construction and transportation;
 - b. have full regard for the safety of all persons on or in the vicinity of the Site (including without limitation persons to whom access to the Site has been allowed by the Contractor), comply with all relevant safety regulations, including provision of safety gear, and insofar as the Contractor is in occupation or otherwise is using areas of the Site, keep the Site and the Works (so far as the same are not completed and occupied by the Employer) in an orderly state appropriate to the avoidance of injury to all persons and shall keep the Employer indemnified against all injuries to such persons.
 - c. provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or required by the Engineer or by laws or by any relevant authority for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site; and
 - d. where any work would otherwise be carried out in darkness, ensure that all parts of the Site where work is being carried out are so lighted as to ensure the safety of all persons on or in the vicinity of the Site and of such work.

Contractor is required to take note of all the necessary provisions in Employer's Safety, Health and Environment Manual (SHE Manual) and the Contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In the case, the Contractor fails in the above, the Employer may provide the necessary arrangements and recover the costs from the Contractor.

Protection of the Environment

- 4.17** The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values indicated in the Employer's Requirements, and shall not exceed the values prescribed by law. The Contractor shall conform to the Employer's Requirements and shall indemnify the Employer against any liability or damages or claims arising out of his operations. The Contractor shall be responsible and liable for any stoppage, closure or suspension of the works due to any contravention of statutory requirements relating to the protection of the environment and shall indemnify and keep indemnified the Employer in this regard.
- The Contractor's Site Environmental Plan shall be developed from his Employer's Safety, Health and Environmental Manual (SHE Manual), as per the Employer's Requirements and Special Conditions of Contract. Nothing extra shall be payable to the Contractor on this account and his Tender price shall be inclusive of expenditure required to be incurred for working as per SHE Manual.

Electricity Water and Gas

- 4.18** The Contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water, electricity or gas for the Works. The Employer where feasible may at its discretion assist the Contractor in this respect.



Tools, Plants And Equipment Supplied By The Employer	4.19	<p>Except for any specific item mentioned in the Special Conditions of Contract or in Employer's Requirements, the Contractor shall provide all tools, plants and equipment for the Works. In respect of such exceptional tools, plants or equipment committed to be provided by the Employer under terms and conditions specified in the Special Conditions of Contract, the Contractor shall take all reasonable care and shall be responsible for all damages or loss caused by him, his representatives, sub- contractors or his workmen or others while they are in his charge.</p> <p>On completion of the Works, the Contractor shall hand over the unused balance of the tools, plants and equipments to the Employer in good order and repair, fair wear and tear expected, and shall be responsible for any failure to account for the same or any damage done thereto.</p> <p>The decision of the Engineer as to the amount recoverable from the Contractor on this account shall be final and binding.</p>
Employer's Materials & Excavated Materials	4.20	<p>(I) Except for items mentioned in the Special Conditions of Contract, the Contractor shall provide all materials for the Works. Material if any, to be provided by Employer will be done only in a phased manner as per pre-approved program, against a Bank Guarantee for the value of the Material and at terms and conditions for issue, upkeep, usage, return and recovery of such Materials as specified in Special Conditions of Contract.</p> <p>(ii) Unless otherwise specified, the Contractor shall not sell or remove, except for the purpose of this Contract, sand, stone, clay, ballast, earth, rock or other materials obtained from the work Site and these shall be the property of the Employer and will be disposed off only in the manner instructed by him.</p>
Sheds, Stores, Yards	4.21	<p>It shall be the responsibility of the Contractor to provide at his own expense the required sheds, store houses, and yards for both Permanent and Temporary Works and provide free access to the Engineer and the Engineer's Representative who will have right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the Works.</p>
Temporary Works	4.22	<p>All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his cost and subject to the consent of the Engineer shall be removed by Contractor at his own expense when they are no longer required and in such manner as the Engineer shall direct. In case the Contractor fails to remove the temporary works on completion the Engineer is authorized to get the same removed and recover the cost there of from the Contractor.</p>
Unforeseeable Physical Conditions	4.23	<p>In this Clause "physical conditions" means natural physical conditions, which the Contractor encounters at Site while executing the Works excluding climatic conditions.</p> <p>If, during the execution of the Works, the Contractor shall encounter physical conditions, which, in his opinion, could not have been reasonably foreseen by an experienced Contractor, the Contractor shall forthwith give written notice thereof to the Engineer and if, in the opinion of the Engineer, such conditions could not have been reasonably foreseen by an experienced Contractor, then the Engineer shall certify and the Employer shall pay reasonable additional cost to which the Contractor shall have been put by reason of such conditions in the following cases:</p> <ol style="list-style-type: none">for complying with any instruction which the Engineer may issue to the Contractor in connection therewith, andfor any proper and reasonable measures approved by the Engineer which



the Contractor may take in the absence of specific instructions from the Engineer, as a result of such conditions or obstructions being encountered. The decision of the Engineer as to the additional cost shall be final and binding.

Access for Engineer	4.24	The Contractor shall allow the Engineer or the Engineer's Representative or any other person authorised by him, at all times access to the Site, and to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the Works. The Contractor shall ensure that sub contracts if any shall contain provisions entitling the Engineer or any person authorised by him to have such access.
Access Road and Way Leaves	4.25	Providing access roads/ way leaves to the site will be Contractor's responsibility.
Contractor to keep Site Clear	4.26	<p>During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.</p> <p>On completion of the works, the Contractor shall clear away and remove from site all Constructional Plant, surplus material and Temporary Works. He should leave the whole of the site and Works in a clean, tidy and workman like condition to the satisfaction of the Engineer.</p> <p>On completion of Work the Contractor shall also clear away the labour camps, hutments and other related installations and restore the land to its original condition to the satisfaction of the Engineer within 45 days of the physical completion of Work. The cost on account of delay in return of land and reinstatement of original condition within the stipulated time as determined by Engineer will be recovered from the Contractor's dues.</p> <p>No final payment in settlement of the accounts for Works shall be made or held to be due to the Contractor, till, in addition to any other condition necessary for such final payment, site clearance and clearances of labour camps etc shall have been effected by him. Such clearance may be made by the Engineer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the Engineer. All expenses on such removal / clearance shall be debitable to the Contractor as loans due from the Contractor to the Employer, and the Employer shall be competent to recover the same from Contractor's on-account or final bills, or from Performance Security amount or from any other amount payable to the Contractor in any other Contract.</p>
Security of the Site	4.27	<p>The Contractor shall be wholly responsible for security of site and Works. Unless otherwise stated in Special Conditions of Contract</p> <p>a. the Contractor shall be responsible for keeping unauthorised persons off the Site; and</p> <p>b Authorized persons shall be limited to the Employees of the Contractor, Subcontractor or persons authorized by the Engineer.</p>
Contractor's Operations on Site	4.28	The Contractor shall confine his operations to the Site, and to any additional area which may be provided to the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep his personnel and equipment within the Site and such additional areas, and to keep and prohibit them from encroaching on adjacent land.



Discoveries	4.29	All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest, in addition to oil and other minerals discovered on the Site shall be the absolute property of the Government of India and the Contractor shall take all the necessary precautions to prevent its workmen or its sub-contractors' workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof, acquaint the Engineer of such discovery and carry out the instructions of the Engineer.
Publicity	4.30	The Contractor shall not publish or otherwise circulate alone or in conjunction with any other person, any articles, photographs or other materials relating to the Contract, the Site, the Works, the Project or any part thereof, nor impart to the Press, or any radio or television network any information relating thereto, nor allow any representative of the media access to the Site, Contractor's Works Areas, or off-Site place of manufacture, or storage except with the permission, in writing, of the Employer. The Contractor shall ensure that his sub-contractors of any tier shall be bound by a like obligation and shall, if so required by the Employer, enforce the same at his own expense. The provisions of this Sub-Clause shall not exempt the Contractor from complying with any statutory provision in regard to the taking and publication of photographs.
Disclosure Of Relationship	4.31	If the Contractor or any partner of the Contractor or Director of the Contractor's company is closely related to any of the Officers of the Employer or the Engineer, or alternatively, if any close relative of an officer of the Employer or the Engineer has financial interest / stake in the Contractor's firm, the same shall be disclosed by the Contractor at the time of filing his tender. Any failure to disclose the interest involved, shall entitle the Employer to rescind the Contract, without payment of any compensation to the Contractor. The Contractor shall note that he is prohibited from developing such interest during the Contract period.
Use Of Explosives	4.32	Explosives if required on the Work shall be used by Contractor only with prior Approval of the Engineer and in the manner and to the extent permitted by him. The Contractor shall be responsible for safe upkeep of such explosives in a special magazine as per the law on explosives as well as for taking all the precautions in the usage of the explosives with proper license and at Contractor's cost, sole risk and responsibility. The Contractor shall hold the Employer harmless and indemnify for the above.
Corrupt or fraudulent practices	4.33	Wherever the term "corrupt and fraudulent practices" is used, it shall mean and include all practices mentioned in 4.33.1(a), unless repugnant to the context.
Definition	4.33.1	<p>The Employer requires that the Bidders/Contractors, their designated contractors and/or their agents observe the highest standards of ethics during Tendering and execution of this Contract. In pursuance with this policy, the Employer:</p> <ol style="list-style-type: none">defines, for the purpose of these provisions, the terms set forth below as follows:<ol style="list-style-type: none">"corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Contract execution and ancillary processes;"fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Contract execution and ancillary processes;"coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Contract execution and ancillary processes;"undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Contract execution and ancillary processes; or (ii) having a Conflict of Interest; and"restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Contract execution and ancillary processes.



- b. Will reject the Tender for the Work, or rescind/terminate the contract if the Employer determines that the bidder/contractor has engaged in corrupt or fraudulent practices.
- c. Will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/s if he at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- d. The successful Bidders/Contractors shall apprise the Employer through Chief Vigilance Officer, JMRC of any fraud/suspected fraud as soon as it comes to their notice.

Compensation Contractor on rescission of Contract 4.33.2 In the event of rescission/termination. of Contract under **Sub-clause 4.33.1**, the contractor shall not be entitled to any compensation whatsoever, except for the work done up to the date of termination. Rescission/Termination of the contract shall be dealt with under clause 13.

5 Design

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

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

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

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

Contractor's warranty of design 5.2

- a. The Contractor shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Contractor's proposal.
- b. The Contractor warrants that the Contractor's Proposals meet the Employer's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Employer's Requirements or any part thereof, the Contractor's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Contractor's own cost.
- c. The Contractor warrants that the Works have been or will be designed, manufactured, installed and otherwise constructed and to the highest standards available using proven up-to-date good practice
- d. The Contractor warrants that the Works will, when completed, comply with enactments and regulations relevant to the Works
- e. The Contractor warrants that the design of the Works and the manufacture of plant have taken or will have taken full account of the effects of the intended manufacturing and installation methods, Temporary Works and Contractor's Equipment
- f. The Contractor shall also provide a guarantee from the Designer for the design for suitability, adequacy, practicality of design for Employer's Requirements
- g. The Contractor shall indemnify the Employer against any damage,



expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.

- h. The Contractor further specifies and is deemed to have checked and accepted full responsibility 'for the Contractor's Proposal and warrants absolutely that the same meets the Employer's Requirements:
 - i. Notwithstanding that such design may be or have been prepared, developed or issued by the Employer, any of Contractor's consultants, his sub contractors and/or his qualified personnel/persons or cause to be prepared, developed or issued by others.
 - ii. Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person.
 - iii. Notwithstanding that the same have been accepted by the Engineer

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

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

No claim for additional payment or extension of time shall be entertained and/or the Contractor shall not be relieved from any obligation/liability under the Contract, for any delay, suspension, impediment to or adverse effect upon the progress of the Works due to any mistake, inaccuracy, discrepancy or omission in or between the Contractor's, the Definitive Design and the final design, or any failure by the Contractor to prepare any Design Data or submit the same to the Engineer in due time and the Contractor shall promptly make good any such defect at his own cost.

**Construction
and/or
Manufacture
Documents**

5.3

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

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

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

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

- (a) In the case of a Construction and/or Manufacture Document which has (as specified) been submitted for the Engineer's approval
 - (i) The Engineer shall give notice to the Contractor that the Construction and/or Manufacture Document is approved with no objection, with or without comments, or that it fails (to the extent stated) to comply with the



Contract

- (ii) Execution of such part of the Works shall not commence until the Engineer has provided his no objection to the Construction and/or Manufacture Document; and
- (iii) The Engineer shall be deemed to have provided his no objection to the Construction and/or Manufacture Document upon the expiry of the review periods for all the Construction and/or Manufacture Documents which are relevant to the design and execution of such parts, unless the Engineer has previously notified otherwise in accordance with sub-paragraph (i)
- (b) construction and/or manufacture of such part of the Works shall not commence prior to the expiry of the review of the Construction and/or Manufacture Documents which are relevant to its design and execution;
- (c) construction and/or manufacture shall be in accordance with such reviewed (and if specified, approved) Construction and/or Manufacture Documents; and
- (d) if the Contractor wishes to modify any design or document which has previously been submitted for such pre-construction and/or pre-manufacture review, the Contractor shall immediately notify the Engineer, and based on Engineer's approval shall subsequently submit revised documents to the Engineer in accordance with the above procedure.

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

Errors, omissions, ambiguities, inconsistencies, inadequacies and other defects, if found at any stage in any construction or manufacture documents, shall be rectified by the Contractor at his own cost and any approval or consent or review (under this sub-clause or otherwise) by the Employer/Engineer of the Manufacture and Construction Documents under this Sub-clause shall not relieve the Contractor from any obligations or responsibility under the Contract.

Technical Standards and Regulations

5.4

The design, the Construction and/or Manufacture Documents, the execution and the completed Works (including remedying of defects therein) shall comply with the specifications, technical standards, building construction, safety and environmental regulations and other standards specified in the Employer's Requirements applicable to the Works or defined by the applicable laws and regulations

Samples

5.5

The Contractor shall submit at his own cost the following samples and relevant information to the Engineer for pre-construction and/or pre-manufacture review in accordance with the procedure for Construction and/or Manufacture Documents described in Sub-Clause 5.3:

- a manufacturer's standard samples of Materials,
 - b samples (if any) specified in the Employer's Requirements.
- Each sample shall be labelled as to origin and intended use in the Works.

As-Built Drawings and Documents

5.6

This clause is applicable for „Build“ part of contract also. The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact "as-built" locations, sizes and details of the Works as executed, with cross references to relevant specifications and data sheets. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause. Six copies shall be submitted to the Engineer prior to the commencement of the Tests on Completion.

In addition, the Contractor shall prepare and submit to the Engineer "as-built drawings" of the Works, showing all Works as executed. The drawings shall be prepared as the Works proceed, and shall be submitted to the Engineer for his inspection. The Contractor shall obtain the consent of the Engineer as to their size,



the referencing system, and other pertinent details.

Prior to the issue of any Taking Over Certificate, the Contractor shall submit to the Engineer one microfiche copy, one full-size original copy and six printed copies of the relevant "as-built drawings", and any further Construction and/or Manufacture Documents specified in the Employer's Requirements. The Works shall not be considered to be completed for the purposes of Taking Over under Sub-Clause 9.1 until such documents have been submitted to the Engineer.

**Operation
and
Maintenance
Manuals**

5.7

Prior to commencement of the Tests on Completion, the Contractor shall prepare, and submit to the Engineer, Operation and Maintenance Manuals in accordance with the Employer's Requirements and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Works. The Works shall not be considered to be completed for the purposes of Taking Over under Sub-Clause 9.1 until such Operation and Maintenance Manuals have been submitted to the Engineer and received his consent.

**Intellectual
Property
Rights and
Royalties**

5.8

The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights.

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

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

If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer and the Contractor shall grant to the Employer a non-exclusive irrevocable and royalty-



free licence (carrying the right to grant sub-licence) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use.

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

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

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

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

6 Staff and Labour

**Engagement
of Staff and
Labour**

- 6.1** The Contractor shall make his own arrangements for the engagement of staff and labour at his own cost.

**Rates of
Wages and
Conditions of
Labour**

- 6.2** Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out.

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

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

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



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

6.3

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

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

Labour Laws

6.4

- (a) In dealing with labour and employees, the Contractor and his Sub-Contractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of the labour in India.
- (b) The Contractor shall have a Labour Welfare Organisation which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines.
- (c) The Contractor shall prepare and submit compliance reports of adherence to labour laws as and when desired by the Engineer.
- (d) The Contractor will ensure to open bank accounts for each worker employed by him and his sub-contractors and all the payments to workers will be released through bank accounts.
- (e) The violation of Labour Laws viz. Contract Labour (Regulation & Abolition) Act, 1976 & Central Rules, 1971 made there under or other there under or other applicable Labour Laws under the jurisdiction shall attract following penalties in addition to the penalties Imposed by Statutory authorities in terms of applicable Act/Rules :-

Delay in payment of dues to any Workmen	Rs.100/- per day per workman
Non- Compliance(s) of any other provision of labour laws, pointed	Rs. 5000/- for each non- compliance informed in writing, under the contract



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

(f) The contractor shall ensure the registration of all his eligible workers (inclusive of sub-contractors and petty contractors) with BOCW Board.

Working Hours

- 6.5** The Contractor, if required, shall carry out work during night hours or in shifts, unless specifically provided otherwise in the Contract. No increase in rates or extra payments shall be admissible for night work.

The Contractor shall provide adequate lighting and safety arrangements.

Facilities for staff and Labour

- 6.6** The Contractor shall provide and maintain at his own expense, all necessary accommodation and welfare facilities as per prevailing labour & welfare laws for his (and his Sub-contractor's) staff and labour. This includes good practices like provision of temporary crèche (Bal Mandir) where 50 or more women are employed at a time. All accommodation shall be maintained in a clean and sanitary condition, by the Contractor at his cost.

Health and Safety

- 6.7** Precaution shall be taken by the Contractor to ensure the health and safety of his staff and labour. The Contractor shall, in collaboration with and to the requirements of the local health authorities, ensure that medical staff, first aid facilities, sick bay and ambulance service are available at the accommodation and on the Site at all times, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as per the Engineer's requirement and will ensure complete compliance with relevant clauses of Employer's Health, Safety and Environment Manual (SHE Manual).

The Contractor's Site Safety Plan shall be developed from his Outline Safety Plan as per Employer's Requirements and SHE Manual of the Employer. The Contractor shall appoint a member of his staff at the Site to be responsible for maintaining the safety, and protection against accidents, of personnel on the Site. This person shall be qualified for his work and shall have the authority to issue instructions and take protective measures to prevent accidents.



Contractor's Superintendence	6.8	The Contractor shall provide all necessary superintendence during the design and execution of the Works, and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be provided by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.
Provision Of Efficient And Competent Staff	6.9	<p>The Contractor shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer:</p> <ul style="list-style-type: none">a. persists in any misconduct,b. is incompetent or negligent in the performance of his duties,c. fails to conform with any provisions of the Contract, or <p>persists in any conduct which is prejudicial to safety, health, or the protection of the environment.</p>
Preservation of Peace and orderly conduct	6.10	
	6.10.1	The Contractor shall be responsible for preservation of peace and orderly conduct at the site and its neighbourhood by Contractor's employees, Representatives, petty contractors, Sub Contractors etc. In case, deployment of a Special Police Force, becomes necessary at or near Site, during the tenure of Works, the expenses for the same shall be borne by the Contractor.
	6.10.2	The Contractor shall at all times take all reasonable precautions which will include that no labour or employee is permitted to work at site in an intoxicated state or under influence of drugs, to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour, and to preserve peace and protection of persons and property in the neighbourhood of the Works against such conduct.
Labour to be Contractor's Employee	6.11	If, the Contractor directly or through petty contractors or Sub-Contractors supplies any labour to be used wholly or partly under the direct orders and control of the Engineer or the Employer, whether in connection with any work being executed by the Contractor or otherwise for the purposes of the Employer, such labour shall, for the purpose of this clause, be deemed to be persons employed by the Contractor
Report Of Accidents To Labour	6.12	The Contractor shall be responsible for safety of all employees, employed by him on Works, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer or the Engineer's Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases with utmost expeditious in accordance with the Workmen's Compensation Act.
Claim on	6.13	The Contractor shall be solely accountable for violation of any labour law by it, its



**account of
violation of
Labour laws**

petty contractors or Sub Contractors and will pay any such claim/damage to the authorities forthwith on demand. If any moneys shall, as a result of any instructions, directions or decisions from the Authorities or claim or application made under any of the labour laws or regulations, be directed to be paid by the Employer, such moneys shall be deemed to be moneys payable to the Employer by the Contractor and he will pay the same to the Employer forthwith on demand, without demur and without asking for any reasons/explanations from the Employer. On failure of the Contractor to repay the Employer any moneys paid or to be paid by it as aforesaid within seven days after the same shall have been demanded, the Employer shall be entitled to recover the amount from any moneys due or accruing to the Contractor under this or any other Contract with the Employer.

7 QUALITY CONTROL

**Manner of
Execution**

7.1 All Plant, goods, and Materials to be supplied shall be manufactured, and all work to be done shall be executed, in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper, workmanlike and careful manner, with properly equipped facilities and non-hazardous Materials, and in accordance with modern recognized good practice.

**Source of
Materials**

7.2 Sources of Materials being supplied shall be intimated to the Engineer and are subject to his approval. Materials that are not specified in the Contract document shall conform to the relevant Indian Standards or in their absence conform to any International Standard approved by the Engineer.

Save as otherwise expressly provided in the contract, samples shall be supplied by the Contractor at his own cost.

**Delivery to
Site**

7.3 The Contractor shall be responsible for procurement, transport, receiving, unloading and safe keeping of all Plant, Rolling Stock, construction, Materials, Contractor's Equipment and other things required for the completion of the Works.

Inspection

7.4 The Employer and the Engineer shall at all reasonable times

- a. have full access to all parts of the Site and to all places from which natural materials are being obtained, and
- b. during production, manufacture, fabrication and construction (at the site and elsewhere) be entitled to inspect, examine, measure and test the materials and workmanship, and to check the progress of manufacture, of all Plant, goods, construction and Materials to be supplied under the Contract.

The Contractor shall give the Engineer full opportunity to carry out these activities including providing access, facilities, permissions and safety equipments. No such activity/inspection shall relieve the Contractor from any obligation or responsibility.

Testing

7.5 This sub clause shall apply to all tests specified in the Contract, other than the Tests after Completion.

The Contractor shall provide all documents and other information necessary for all types of testing and such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently.

The Contractor shall agree, with the Engineer, the time and place for the testing of any Plant, goods, Materials and other parts of the Works as specified in the Contract. **The employer/Engineer may instruct the contractor for any additional test, at Employer's cost.**

The Engineer shall give the Contractor not less than 24 hours' notice of his intention to attend the tests.



If the Engineer does not attend at the time and place agreed, or if the Contractor and the Engineer agree that the Engineer shall not attend, the Contractor may proceed with the tests, unless the Engineer instructs the Contractor otherwise. Such tests shall be deemed to have been made in the Engineer's presence.

The Contractor shall promptly forward to the Engineer duly certified reports of the tests. If the Engineer has not attended the tests, he shall accept the readings as accurate. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect.

The expense of conducting such Tests shall be borne by the Contractor. No such testing shall relieve the Contractor from any obligation or responsibility.

Rejection	7.6	<p>(i) If, as a result of inspection, examination or testing, any Plant, goods, Material, design or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the same and by giving notice to the Contractor with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item after rectification complies with the Contract.</p> <p>(ii) If the Engineer requires such Plant, goods, Material, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any sum due, or to become due, to the Contractor.</p> <p>(iii) Notwithstanding any previous Test or certification, the Engineer shall have the authority to instruct the Contractor:-</p> <p>a) To remove from the Site and replace any plant or Materials which is not in accordance with the Contract.</p> <p>b) To remove and re-execute any other work which is not in accordance with the Contract.</p> <p>c) Execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.</p> <p>(iv) In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other parties, to carry out the same, and all expenses consequent thereof or incidental thereto, shall be recoverable from the Contractor or may be deducted by the Employer from any sum which may be due to the Contractor..</p>
Liability after Inspection and Testing	7.7	<p>The Contractor shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Engineer.</p>
Ownership of Plant and Materials	7.8	<p>Each item of Plant, goods, and Material shall become the property of the Employer, when it is delivered to Site or payment thereof, either in part or full, has been made. The Contractor shall however continue to bear the risk in respect of such items which continue to remain in his custody.</p>
Cost of Employer's Attendance Including Travel	7.9	<p>The Employer shall bear the costs of attendance including travel by the Employer or his Representative for the purposes of Sub-Clauses 7.4 and 7.5 above. The cost of attendance including travel by the Employer, Engineer or his Representative for the purpose of Sub-clause 7.6 shall be borne by the Contractor.</p>
Covering up of Works	7.10	



Examination of work before covering up	7.10.1	No work or part of work shall be covered up or put out of view, without the prior approval of the Engineer or the Engineer's Representative.
Cost of uncovering the work already covered up	7.10.2	<p>The Contractor shall uncover any part or parts of the Works, or make openings in or through the same, as the Engineer may from time to time direct, and shall reinstate and make good such part or parts, to the satisfaction of the Engineer. If any such part or parts have been covered up, or put out of view after compliance with the requirement of Sub-clause 7.11.4 and the Works are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same, shall be borne by the Employer, but if the Works are found to be defective, costs shall be borne by the Contractor.</p> <p>In case after completion of a part of the Work, the part of Work is not fully consistent with the Employer's Requirements and there is no way to change the same, in that case, the same (provided it has no implication on safety and operation) shall be accepted only at a Contractor's deemed variation at lower negotiated price. The decision of the Engineer in this regard shall be final and binding on the Contractor.</p>
Tests after Completion	7.11	
Contractor's Obligations	7.11.1	<p>The Contractor shall carry out the Tests on Completion at his own cost in accordance with the Contract after providing the documents in accordance with Sub-Clauses 5.4 and 5.5. The Contractor shall give, to the Engineer, 21 days' notice of the date after which the Contractor will be ready to carry out the Tests on Completion. Unless otherwise agreed, such Tests shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.</p> <p>Unless otherwise stated in Special Conditions of Contract, the Tests on Completion shall be carried out in the following sequence</p> <ul style="list-style-type: none">(a) pre-commissioning test, which shall include appropriate instructions and ("dry" or "cold") functional tests to demonstrate that each item of the Plant, goods and Work can safely undertake the next stage(b) Commissioning Test shall include the specified operational tests to demonstrate that Works or Sections can be operated safely and as specified under all available operating condition(c) trial operation which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract <p>The Contractor at his cost shall arrange all tools, equipments, gadgets, facilities or as deemed necessary by the Engineer for such tests, In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed the Tests on Completion described in sub-paragraphs (a), (b) or (c), the Contractor shall provide the Engineer and the Employer with a certified report of the results of all such Tests</p>



Delayed Tests	<p>7.11.2 If the Engineer opines that Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out such Tests within 21 days after the receipt of the notice. The Contractor shall carry out such Tests on such day or days as the Contractor may fix and of which he shall give notice to the Engineer.</p> <p>If the Contractor fails to carry out the Tests on Completion within 21 days, the Engineer may proceed with such Tests at the risk and cost of the Contractor. The Tests on Completion then shall be deemed to have been carried out in the presence of the Contractor and the results of such Tests shall be accepted as accurate.</p>
Retesting	<p>7.11.3 If the Works, or a part thereof, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.6 "Rejection" shall apply, and the Engineer or the employer may require such failed Tests, and the Tests on Completion on any related work, to be repeated under the same terms and conditions.</p>
Failure to Pass Tests on Completion	<p>7.11.4 If the Works, or a part thereof, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 7.11.3, the Engineer shall be entitled to:</p> <ul style="list-style-type: none">(a) order further repetition of Tests on Completion under Sub-Clause 7.11.3;(b) reject the Works, or a part thereof, or a Section (as the case may be), in which event the Employer shall have the same remedies against the Contractor as are provided under Clause 13; or(c) issue a Taking Over Certificate, if the Employer so requires. The Contract Price shall then be reduced by such amount as determined by the Engineer and as shall be appropriate to cover the reduced value to the Employer as a result of this failure. The Contractor shall then proceed in accordance with his other obligations under the Contract.
Integrated testing and system commissioning	<p>7.12</p>
Integrated Testing	<p>7.12.1 Tests on Completion shall also include Integrated Testing where applicable as per the contract conditions. The Contractor shall, following satisfactory completion of tests on his works, equipment, sub-systems or system, perform, at the direction of the Engineer, programme of tests to verify and confirm the compatibility and complete performance of his works, equipment, sub-systems or system with the works, equipment, sub-systems or system provided by others.</p>
Compilation of Test Results	<p>7.12.2 The results of the Integrated Testing and Commissioning shall be compiled and evaluated by the Engineer and the Contractor.</p>
Retesting	<p>7.12.3 If the Works, or a part thereof, or a Section, fail to pass the Integrated Testing and Commissioning, the Engineer shall require such failed Tests, to be repeated under the same terms and conditions. If such failure and retesting result from a default of the Contractor and cause the Employer to incur additional costs, the same shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due, or to become due, to the Contractor.</p>
Failure to Pass Test	<p>7.12.4 If the Works, or a part thereof, or a Section, fail to pass Integrated Testing and Commissioning and the Contractor in consequence proposes to make any adjustment or modification to the Works or a part thereof, or a section, the Engineer may, with the approval of the Employer, instruct the Contractor to carry out such adjustment or modification, at his own cost and to satisfy the</p>



requirements of Integrated Testing and Commissioning within such time as the Employer / Engineer may deem to be reasonable.

Statutory Requirements	7.12.5	The Contractor along with others shall carry out all statutory tests and trials, under the supervision of the Engineer, necessary for obtaining sanction of the competent authority for opening the system for public carriage of passengers.
	8	Time Management
Commencement of Works	8.1	<p>The Contractor shall commence the Works on the date specified in the Letter of Acceptance or if no date is specified in the Letter of Acceptance, on the date specified in an instruction in writing to that effect from the Engineer (Notice to Proceed). Thereafter the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works. Time will be the essence of Contract and time for Completion shall run from the date the Contractor is to commence the Works under this Clause.</p> <p>The Contractor shall not commence the construction, manufacture or installation of the Works or of any part of the Works unless and until the Engineer has endorsed the relevant Working Drawings in accordance with the Employer's Requirements.</p>
Time for Completion	8.2	Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract. The Contractor shall ensure defect free completion and have passed the tests on the completion, including integrated testing where ever in the scope of work and commissioning of the whole of the Works and/or parts thereof before the same is taken over by the Employer.
Delay	8.3	<p>In case of delay on the part of the Contractor, the Contractor shall be liable to pay liquidated damages and any other compensation for the damages suffered by the Employer as per clause 8.5. This is without prejudice to the right of the Employer to rescind the Contract.</p> <p>Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is / are reasonable.</p>
Extension of Time for Completion	8.4	
Extension of Time	8.4.1	<p>The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:</p> <ol style="list-style-type: none">"Force Majeure" referred to in Clause 16The Contractor's work held up for not being given possession of or access to the Site in accordance with the ContractInstruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension.Acts or omissions of other Designated Contractors in executing work not forming part of this Contract and on whose performance, the performance



- of the Contractor necessarily depends.
- e. Any act of prevention or Breach of Contract by the Employer and not mentioned in this Clause
 - f. Any order of Court restraining the performance of the Contract in full or in any part thereof
 - g. Any other event or occurrence which, according to the Employer is not due to the Contractor's failure or fault, and is beyond his control without Employer being responsible for the same.
 - h. An Employer's Variation

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

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

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

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

Extension of time for completion for other reasons

8.4.2

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

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

Extension of time for delays due to Contractor

8.4.3

If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide.

Liquidated Damages for Delay

8.5

Time is the essence of the Contract. Appendix to the Form of Tender shall include in respect of the Works and in respect of any Stage, a percentage of the total contract value which will be recoverable from the Contractor as liquidated damages for delay in completion of the Works or in achievement of a stage by a particular Key Date. The total amount of liquidated damages in respect of the



Works in all stages shall, however, not exceed the limit of liquidated damages stated in the Appendix to the Form of Tender. The aforesaid liquidated damages do not, however, include the sums payable by the Employer to Designated Contractors on account of delay caused by the Contractor to Designated Contractors which sums shall be recoverable from the Contractor in addition to any liquidated damages payable under this clause, the total ceiling limit of which is 15% of the contract value including liquidated damages levied under the provision of Appendix 1 to the Form of Tender.

The liquidated damages are recovered by the Employer from the Contractor for delay and not as penalty.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any **sum** due, or to become due, to the Contractor. In the event of an extension of time being granted under Sub- Clause 8.3, 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.

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

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

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

Rate of Progress

8.6

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

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

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

Suspension of Work

8.7

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

Consequences of Suspension

8.8

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

a. provided for in the Contract, or



- b. necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor, or
- c. necessary for the safety of Works or any part thereof or
- d. necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site or
- e. to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities,

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

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

Resumption of Work

8.9

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



Stock and Materials, which has occurred during the suspension.

9 Employer's Taking Over

Taking Over Certificate

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

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

- (a) issue the Taking Over Certificate to the Contractor, stating the date on which the Works or Section were completed, including the Tests on Completion and Integrated Testing and Commissioning where ever applicable as per the contract in accordance with the Contract if defects and/or outstanding works are minor that does not affect the use and safety of the Works or Section for their intended purposes. The list of such works alongwith the target date of completion for each work shall be enclosed with the taking over certificate and completion of all these works /rectification of defects within the stipulated time shall be the responsibility of the contractor and any failure in it may be considered a reason by the Engineer to cancel the taking over certificate issued earlier; or
- (b) reject the application, giving his reasons and specifying the work required to be done by the Contractor to enable the Taking Over Certificate to be issued. The Contractor shall then complete such work before issuing a further notice under this Sub-Clause.

Taking over of Parts of the Works

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

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

10 Defects Liability

Completion of Outstanding Work and Remedying Defects

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

In order that the Construction and/or Manufacture Documents and the Works shall be in the condition required by the Contract (fair wear and tear excepted) at, or as soon as practicable after the expiry of the Contract Period, the Contractor shall execute all such work of amendment, reconstruction, and remedying defects



or damage, as may be instructed in writing by the Employer or the Engineer during the Defect Liability Period.

**Cost of
Remedying
Defects**

- 10.2** All work referred to in Sub-Clause 10.1 shall be executed by the Contractor at his own cost, if the necessity for such work is due to:
- (a) the design of the Works;
 - (b) Plant, Rolling Stock, Materials or workmanship not being in accordance with the Contract; or
 - (c) failure by the Contractor to comply with any of his other obligations.
- If in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an adjustment to the Contract Price, with the approval of the Employer, and shall notify the Contractor accordingly. In this event, Sub-Clause 12.3 shall apply to such work.

**Extension of
Contract
Period**

- 10.3** The Contract Period shall be extended by a period, after the Works are taken over, during which the Works or any Section or item of Plant, Rolling Stock, cannot be used, for the purposes for which they are intended, by reason of a defect or damage.

When delivery of Plant, Rolling Stock, and/or Materials, or erection of Plant, or installation of Materials, has been suspended under Sub-Clause 8.7, the Contractor's obligations under this Sub-Clause shall not apply to any defects or damage occurring more than three years after the Plant, Rolling Stock and/or Materials would otherwise have been delivered, erected and taken over.

**Failure to
Remedy
Defects**

- 10.4** If the Contractor fails to remedy any defect or damage within such time as the Employer / Engineer may deem to be reasonable, the Employer or the Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date and the necessity for such work is due to a cause stated in Sub-Clause 10.2(a), (b) or (c), the Employer may (at his sole discretion):
- (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such work: the costs incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;
 - (b) require the Engineer to determine and certify a reasonable reduction in the Contract Price; or
 - (c) if the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use, the Employer shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Plant, Rolling Stock and Materials to the Contractor, and Sub-Clause 13 shall not apply.

**Removal of
Defective
Work**

- 10.5** If the defect or damage is such that it cannot be remedied expeditiously on the Site and if the Employer gives consent, the Contractor may, remove from the Site for the purposes of repair any part of the Works, which is defective or damaged. This consent may require the Contractor to increase the amount of Performance Security by the full replacement cost of these items or to provide other appropriate security acceptable to the Employer.

Further Tests

- 10.6** If the remedying of any defect or damage is such that it may affect the performance of the Works, the Engineer may require that Tests on Completion, including Integrated Testing, be repeated to the extent necessary. The requirement shall be made by notice within 28 days after the defect or damage is



remedied. Such Tests shall be carried out in accordance with Clause 7.11

Right of Access	10.7	Until the Performance Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the working and performance of the Works, except as may be inconsistent with any reasonable security restrictions by the organisation responsible for operating the Works.
Contractor to Search	10.8	The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is one for which the Contractor is liable, the Cost of such search shall be added to the Contract Price.
Performance Certificate	10.9	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.
Unfulfilled Obligations	10.10	After the Performance Certificate has been issued, the Contractor and the Employer shall remain liable for the fulfillment of any obligation, which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.
Emergency defect rectification	10.11	If any defect or damage is one requiring immediate attention from safety, environmental or operational viewpoint, the Engineer has the authority to proceed with rectification in any manner suitable and deduct such sums from the Contract Price.

11 Contract Price and Payment

The Contract Price	11.1	
Inclusions / Exclusions	11.1.1	<p>i) Unless otherwise stated in the Special Conditions of Contract the Contract Price, subject any to any adjustment thereto in accordance with the Contract shall be all inclusive (including all taxes, duties, royalties etc.) except :Value Added Tax (VAT) paid under Rajasthan VAT Act 2003 where work is done in Jaipur and also Value added tax(VAT) paid under other State Govt VAT act if work is done in that state.</p> <p>ii) Nothing extra shall be payable over the quoted rates, notwithstanding any provision to the contrary in any law for the time being in force, save and except what is specifically provided in General or Special Conditions of Contract.</p> <p>iii) The reimbursement (as per this Sub-clause) of whatsoever nature shall be provided only for Permanent Works. No reimbursement (as per this Sub-clause) shall be provided for Temporary Works and fuel.</p>
Maintaining Records and Availing Exemptions	11.1.2	<p>i) In the event of exemption of custom duties, excise duties, CST/VAT or any other tax/duty/cess/levy being granted by the Government in respect of the Works, the benefit of the same shall be passed on to Employer. The Contractor shall therefore maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer, so that the Employer is able to avail the reimbursement for which JMRC may issue a procedure order separately. Alternatively, the Employer may direct the Contractor to get the reimbursements based on exemption certificates / government's order and it shall be obligatory on part of the Contractor to get the reimbursements from the statutory authorities and pass on the benefit to JMRC.</p> <p>ii) In case of Contractor's failure in availing the exemptions as stipulated above, the recovery of equivalent amount will be made from Contractor's dues.</p>



Adjust in Contract Price	11.1.3	Adjustment in contract price on account of inflation shall be done only if a "Price Variation Formula" is given in the special conditions of contract otherwise it will be a fixed price contract.						
Change in Taxes/Duty	11.1.4	The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract unless a contrary provision exists in Special Conditions of Contract. However, where rate of any taxes/duties/levies have been separately asked for and quoted in the tender and form part of the contract, the benefit of any decrease of rates of such taxes/duties/levies shall be passed on to the Employer. In case any increase occurs in the rate of such taxes/duties/levies within the scheduled period of execution/supply of the relevant item(s) during the unextended contract period or within the extended scheduled period/ contract period if extension is on Employer's account, the burden of such increase will be on Employer's account.						
Advances	11.2							
Mobilisation Advance	11.2.1	<p>Mobilisation Advance shall be generally 5% of original contract value payable in two equal installments or as mentioned in the Special Conditions of Contract. The first installment shall be paid after mobilisation has started and next installment shall be paid after satisfactory utilization of earlier installment.</p> <p>Mobilisation advance shall be paid interest free against acceptable Bank Guarantee from a scheduled commercial bank in India. The value of Bank Guarantee taken towards security of "Mobilisation advance" shall be 110% of the advance taken by the contractor. The Contractor, once the 50% mobilization advance has been recovered, shall have a one-time option to reduce the Bank Guarantee for the mobilization advance by the amount recovered.</p> <p>This clause shall not apply to supply, service and/or marketing/lease/licensing contracts unless specifically so mentioned in the special conditions of contract thereof.</p>						
Advance against Plant and Machinery	11.2.2	<p>Plant and machinery advance shall generally be 5% of original contract value or as specified in Special Conditions of Contract.</p> <p>This advance is payable against plant, equipment and machinery, provided the same have reached the site or in the case of new items meant specifically for the work firm purchase order has been placed and the invoices received. The advance will be given only if the plant/machinery has been purchased for the this contract and not for those which are already in the books of the contractor. The plant and machinery shall be valued by the Engineer as follows:</p> <table><tr><td>a. New Items</td><td>: 80% of purchase price</td></tr><tr><td>b. Used items in working order</td><td>: 80% of the depreciated value as assessed by the Engineer</td></tr><tr><td>c. Items valued at less than Rs.25,000 per unit</td><td>: Not to be considered</td></tr></table> <p>The total advance for Plant & Machinery shall be limited to 5%. This shall also be an interest free advance.</p> <p>This clause shall not apply to supply, service and/or marketing/lease/licensing contracts unless specifically so mentioned in the special conditions of contract thereof.</p>	a. New Items	: 80% of purchase price	b. Used items in working order	: 80% of the depreciated value as assessed by the Engineer	c. Items valued at less than Rs.25,000 per unit	: Not to be considered
a. New Items	: 80% of purchase price							
b. Used items in working order	: 80% of the depreciated value as assessed by the Engineer							
c. Items valued at less than Rs.25,000 per unit	: Not to be considered							
Written Request for Advances	11.2.3	Advances as admissible, shall be payable only on Contractor's written request to the Employer.						
Recovery of Advances	11.2.4	<table><tr><td>a.</td><td>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 original completion date whichever is earlier. As far as possible the recovery of advances shall be limited to 30% of an account bill.</td></tr><tr><td>b.</td><td>No advance shall be given after 40% of the original contract amount has been paid.</td></tr><tr><td>c.</td><td>The contractor shall always have the option to have the recoveries commenced and / or completed earlier, and / or to have recoveries affected in installments of higher amount and also to repay part or whole of the</td></tr></table>	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 original completion date whichever is earlier. As far as possible the recovery of advances shall be limited to 30% of an account bill.	b.	No advance shall be given after 40% of the original contract amount has been paid.	c.	The contractor shall always have the option to have the recoveries commenced and / or completed earlier, and / or to have recoveries affected in installments of higher amount and also to repay part or whole of the
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c.	The contractor shall always have the option to have the recoveries commenced and / or completed earlier, and / or to have recoveries affected in installments of higher amount and also to repay part or whole of the							



advance by direct payment rather than through On-account Bills.

- 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 16th day onwards till the same is returned by the contractor.

**Interest in
Case of Delay
in Repayment
of Advances**

- 11.2.5** Should there be delay in the progress and completion of work, as a result of which it is not possible to recover the advance and interest thereon, before the date of completion stipulated in the Contract, then the interest to be charged from the Contractor on the remaining portion of the advance beyond the original completion date specified in the Contract, shall be the State Bank of India prime lending Rate plus 3% per annum or 12% per annum whichever is higher.

**Advances to
be Used only
for This Work.**

- 11.2.6** The advances shall be used by the Contractor strictly for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. Employer retains the right for any other remedy prescribed for breach of Contract in this regard.
The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilization advance.

11.3 Provisional Payment Against Material at Site

- 11.3.1** A provisional payment on account of main construction materials required for the Permanent Works, shall be paid on request of the Contractor after these materials are brought to Site, against an Indemnity Bond in a form acceptable to Employer is duly executed. The payment shall be limited to 80% of the actual value or assessed value of these materials and the total of such provisional payment on account of construction materials at a time shall be limited to three percent of original contract value or likely average consumption of such materials for three months, whichever is less and at any time the total outstanding provisional payment against material at site shall not exceed four percent of the original control value. The valuation of the average consumption of such main construction materials shall be approved by the Engineer, whose decision shall be final. Materials which are of perishable nature should be adequately insured.

11.3.2 Written Request for Advances/Provisional Payment against material at site

Advances and provisional payments as admissible, shall be payable only on Contractor's written request to the Employer/Engineer.

11.3.3 Recovery of Advances/Provisional Payment

(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 of original Date of Completion. As far as possible the recovery of advances shall be limited to 30% of On- account bill.

(b) No advance shall be given after 40% of the original contract amount has been paid. However, provisional payment against material at site will continue to be paid as stipulated in Clause 11.3 till end of the contract period.

(c) In case of provisional payment against Materials, the amount consumed every month shall be recovered from the next month's on account bill and completing the recovery in 3 monthly installments. In case recovery could not be made due to any reason, interest will be charged as per Clause 11.2.5



Application for Interim Payment Certificates

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

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

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

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

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

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

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

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

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

Issue of Interim Payment Certificates

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



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

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

**Payment-
Interim and
Final**

- 11.6** Unless otherwise stated in Special Conditions of Contract,
- (a) After preliminary scrutiny and certification by the Engineer, payment of 80% of the certified interim amount shall be made by the Employer within 14 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The balance 20% shall be paid within 28 days, from the date of the preliminary certification of the bill by the Engineer.
 - (b) Next 80% interim payment shall be made only after 100% payment of preceding interim payment certified has been completed.
 - (c) the Employer shall pay the amount certified in the Final Payment Certificate within 56 days from the date of issue of the Certificate..

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

**Statement at
Completion**

- 11.7** Not later than 60 days after the issue of the Taking Over Certificate for the whole of Works, the Contractor shall submit, to the Engineer, three copies of a statement at completion with supporting documents, showing in detail, in the form approved by the Engineer under Sub-Clause 11.4.:
- (a) the final value of all work done in accordance with the Contract, up to the date stated in such Taking Over Certificate,
 - (b) any further sums which the Contractor considers to be due, and
 - (c) an estimate of amounts which the Contractor considers will become due to him under the Contract.

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

**Application
for
Final Payment
Certificate**

- 11.8** Not later than 56 days after the issue of the Performance Certificate, the Contractor shall submit to the Engineer three copies of a draft final statement with supporting documents showing in detail, in a form approved by the Engineer:
- (a) the value of all work done in accordance with the Contract, and
 - (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

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



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

Discharge	11.9	When submitting the final statement, the Contractor shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all monies due to the Contractor under the Contract. Such discharge may state that it shall become effective only after payment due under the Final Payment Certificate has been made and the Performance security referred to in Sub-Clause 4.2 has been returned to the Contractor.
Issue of Final Payment Certificate	11.10	<p>The Engineer shall issue to the Employer, with a copy to the Contractor, the Final Payment Certificate within 28 days after receiving the Final Statement and written discharge in accordance with Sub-Clause 11.7 and 11.8, stating:</p> <p>(a) the amount which is finally due, and</p> <p>(b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.</p> <p>If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clauses 11.8 and 11.9, the Engineer shall request the Contractor to do so. If the Contractor fails to make such an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he considers to be due.</p>
Cessation of Employer's Liability	11.11	In respect of any matter or thing arising out of (or in connection with) the contract or execution of the Works before the issue of the Taking Over Certificate for the whole of the Works, the Employer shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Statement at Completion described in Sub-Clause 11.7. For any such matter or thing arising after the issue of the Taking Over Certificate for the whole of the Works, the Employer shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Final Statement.
Calculation of Payments in Foreign Currency	11.12	All payments made by the Employer pursuant to the terms of the Contract shall be in the currency or currencies specified in the Contract. Wherever any sum in a foreign currency has to be converted into Indian Rupees for any purpose, the exchange rate to be employed for such conversion shall be the selling rate of exchange at the close of business of the State Bank of India 28 days before the latest date of submission of Tenders.
Round off	11.13	In every payment to the Contractor, sums of less than fifty paise shall be omitted and sums of fifty paise and more up to one rupee shall be reckoned as one rupee.
Payment By Cheque and E-Payment	11.14	All payments to the Contractor will be made by cheque or "E-Payment" as desired by the Employer.
Tax Deduction at Source	11.15	Tax deductions will be made at source as per statutory requirement from every payment made to the Contractor at rates notified from time to time.



Production of Vouchers	11.16	<p>i. The Contractor shall, whenever required by the Engineer, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the parties.</p> <p>ii. If any part or item of the work is allowed to be carried out by a sub-Contractor, assignee or any subsidiary or allied firm, the Engineer shall have power to secure the books of such sub-Contractor, assignee or any subsidiary or allied firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders.</p>
Withholding And Lien For Sums Claimed	11.17	<p>i. The Employer shall have lien over all or any moneys that may become due and payable to the Contractor under the Contract, and / or over the deposit of Performance Security or other amount or amounts made under the Contract and which may become payable to the Contractor</p> <p>ii. And further, unless the Contractor pays and clears immediately on demand any claim of the Employer, the Employer shall at all times be entitled to deduct the amount of the said claim from the moneys, securities and / or deposits which may have become or will become payable to the Contractor under these presents, or under any other Contract or transaction whatsoever between the Employer and the Contractor even if the matter stands referred to Arbitration. The Contractor shall have no claim for any interest or damage whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor.</p>
Signature On Receipts For Payments	11.18	<p>Every receipt of payment to Contractor including refund of the Performance Security shall be signed by the person authorized to do so on his behalf. In the event of death of any of the Contractor's partners in case the Contractor is a partnership firm, during the currency of the Contract, it is hereby expressly agreed that every receipt by any one of surviving Contractor's partners, shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid, provided that nothing in this Clause shall be deemed to prejudice or affect any claim, which the Employer may hereafter have against the legal representatives of any Contractor's partner so dying, for or in respect of breach of any of the conditions of the Contract. Provided also that nothing contained in this clause shall be deemed to prejudice or affect the respective rights and obligations of the Contractor's partners, or of the legal heirs / representatives of any deceased Contractor / partner inters.</p>
Post Payment Audit	11.19	<p>It is an agreed term of the Contract, that the Employer reserves to himself the right to carry out a post payment audit and / or technical examination of the Works, and the Final bill including all supporting vouchers, abstracts, etc., and to make a claim on the Contractor for the refund of any excess amount paid to him, if as a result of such examination, any over-payment to him is discovered to have been made in respect of any work done or alleged to have been done by the</p>



Contractor, under the Contract. If any under-payment is discovered, the same shall be paid by the Employer to the Contractor. Such payments or recoveries, however, shall not carry any interest.

Recovery of money due to the Employer

11.20

All damages (including, without limitation, liquidated damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract (including, without limitation, liquidated damages) and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other contract between the Employer and the Contractor.

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

Variations

12

Right to Vary

12.1

All Variations shall be recorded in a written instruction from the Engineer either as a Contractor's Variation or as an Employer's Variation, and shall not be implemented by the Contractor without such an instruction in writing from the Engineer. No Variation shall in any way vitiate or invalidate the Contract. The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation. If the Construction and/or Manufacture Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.

Contractor's Variations

12.2

Variation Proposals

12.2.1

The Contractor may submit to the Employer, in writing at its own cost, any engineering proposal as contractor's variation for modifying the Employer's Requirements, provision of additional land, access or feasibility over and above that is provided in the Contract for the purpose of saving in time, construction or manufacture costs. Such variation proposal shall not impair the essential character, functions or characteristics or the Work, including service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

The Contractor shall provide his variation proposal in a time limit prescribed by the Engineer. The Engineer's decision in this regard shall be communicated to the Contractor within a reasonable period of time. If by any reason the time limit specified by the Engineer is exceeded, the proposal may not be considered. The decision of the Engineer in this regard shall be final and binding.

Contents of Variation

12.2.2

If the Employer requires or accepts it, and if the Contractor wants to proceed with the proposal, the Contractor must provide (at no cost to the Employer) a detailed report prepared by a consultant acceptable to the Employer and which shall include:

- a. a general description of the original Contract requirements for the Works and the proposed changes
- b. a detail of all the proposed modifications to the drawings and specifications
- c. a detail of all Work and goods affected by the value engineering proposal



- d. a detailed estimate of the construction cost based on the original Contract requirements and based on the proposed changes.
- e. any resultant time extensions or reductions for the Contract
- f. statement to the extent of minimum saving expected. The Contractor's cost of preparing the variation proposal shall be excluded in determining the estimated net savings in construction costs.

Employer Review

- 12.2.3** The Employer may in his sole discretion, accept or reject the contractor's variation or any part thereof and determine the estimated net saving in the construction cost. The Employer shall not be liable for delays or damages to the Contractor due to any failure of the Employer to accept or act upon any such variation proposal submitted pursuant to this Clause.
- Once, the Employer or the Engineer rejects the contractor's variation during proposition due to any reason, it shall not be pursued by Contractor in any other form.

Amendments- Employer Issuance

- 12.2.4** If the variation proposal is acceptable to the Employer/Engineer in whole or in parts, it will accept by execution of an amendment. Such amendment shall identify all the changes in the specifications, Contract Period etc. and shall specify net savings on construction costs which shall be adjusted in the contract value by the Employer.

Contractor's Acceptance and Payment

- 12.2.5** The Contractor shall either accept or reject any proposed amendment executed by the Engineer pursuant to this section within 5 working days of its receipt date from the Employer. If the Contractor does not reject the same in the period stipulated above, the amendments shall be deemed to be accepted by the Contractor and shall become a variation to the Contract. The Contractor's acceptance shall be unconditional and the contract value / price shall be adjusted by the amount of saving due to the variation.

Employer's Variations

- 12.3** If the Engineer requests a proposal, prior to instructing a Variation which may be for additional work or alteration in the work on deletion / reduction in the scope of work, the Contractor shall submit at his own cost within 14 days or such period as the Engineer may allow of the receipt of such request of the Engineer
- a a description of the proposed design and/or work to be performed and a programme for its execution,
 - b the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 4. 13, and
 - c the Contractor's proposal for adjustment to the Contract Price, Time for Completion and/or modifications to the Contract.

Variation Procedure

- 12.4** The Engineer shall, as soon as practicable after receipt of proposals under sub-clauses 12.2 and / or 12.3, respond with approval, rejection or comments.
- If the Engineer instructs or approves a Variation, he shall proceed in accordance with Sub-Clause 3.5 to agree or determine adjustments to the Contract Price, Time for Completion and Schedule of Payments.
- After receipt of proposal, it will be the prerogative of the Employer, whether to Instruct and proceed ahead with the variation or drop the proposal in part or full. In that case, no cost of preparing And submitting the proposal will be payable to Contractor. In case, the design part of variation has been completed on submission of same to the Engineer, the Employer decides to abandon the



**Variation in
the Bill of
Quantities**

12.5

variation, only cost for design to the extent of work done will be paid to the Contractor.

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 up to 1% of the total contract value, shall be payable at the rates stated in the Contract. notwithstanding the magnitude of variation up to 2% of the original Contract Value for each item.

f) In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity.

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 Tender. In case this is not possible, the rate may be decided on the following basis:

- i) Cost of Materials at current market price, as actually utilized in the final finished Permanent Works, including a reasonable percentage for wastage and transportation.
- 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.
- 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 utilized at Site and



- other ancillary and incidental expenses on labour.
- iv) Hire charges for Plant & Machinery, scaffolding, shuttering, forms, etc., required to be used at the site of the work. The tools used by the various trades shall not be counted as Plant & Machinery for this purpose.
- 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.
- 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 execution arises.

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.

Payment in Applicable Currencies	12.6	If the Contract provides for payment of the Contract Price in more than one currency, and an adjustment is agreed or fixed as stated above, the amount payable in each of the applicable currencies shall be specified when the adjustment is agreed or fixed. In specifying the amount in each currency, the Contractor and the Engineer (or, failing agreement, the Engineer) shall take account of the actual or expected currency proportions of the Cost of the varied work, without being bound by the proportions of various currencies specified for payment of the Contract Price.
	13.0	Termination (or rescission) of the Contract
Notice to Contractor	13.1	If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.
Termination Of Contract Due To Contractor's Default	13.2	
Conditions Leading To termination Of Contract	13.2.1	<p>The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,</p> <p>a) fails to comply with a notice under Sub clause 13.1</p> <p>b) abandons or repudiates the Contract</p> <p>c) without reasonable excuse acceptable to the Engineer, fails to</p>



- d) commence the Works in accordance with the Contract
 - e) sub contracts the whole of the Works or assigns the Contract without approval of the Employer
 - f) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
 - g) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
 - h) fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or
 - i) fails to remove materials from the Site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or
 - j) fails to take steps to employ competent and/or additional staff and labour, or
 - k) fails to afford the Engineer or his representative proper facilities for inspecting the Works or any part thereof, or
 - l) indulges in corrupt or fraudulent practices as explained in Clause 4.33
- Breach of any of the contract condition during execution.

13.2.2 In any one of these events or circumstances, the Employer may upon giving 14 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in case of sub-paragraph (e) or (k), the Employer may by notice of 7 days terminate the Contract immediately.

13.2.3 For the purpose of sub Para (c) above, this clause, reasonable excuse shall be one, which in the opinion of the Engineer has resulted from,
Any Circumstance which

- is beyond the employer's or contractor's control and
- made the failure unavoidable and it is evidenced by the Contractor to the satisfaction of the Engineer that the failure was remedied without unreasonable delay once that obstacle was out of the way.

13.2.4 In case of sub Para(g), the Engineer at its sole discretion may terminate only part of the contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of open/limited/single tender or by calling quotations, to do so at the risk and cost of the contractor.

13.2.5 The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.

13.2.6 On termination of contract due to contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such JV or partnership firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

13.2.7 The Engineer shall not make a claim under the Performance Security except for amounts to which the JMRC is entitled under the contract (Notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:



- i) Failure by the contractor to extend the validity of the Performance Security as described herein above, in which event the Engineer may claim the full amount of the Performance Security.
- ii) Failure by the contractor to pay JMRC any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
- iii) The contract being determined/terminated 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.

Valuation at the date of Termination	13.2.8	The Engineer shall, as soon as possible after termination under Sub-Clause 13.2.1, determine and advise the Contractor of the value of the Construction and/or Manufacture Documents, Plant, Rolling Stock, Materials, Contractor's Equipment and works and all sums then due to the Contractor as at the date of termination.
Payment after Termination	13.2.9	<p>After termination under Sub-Clause 13.2.1, the Employer shall not be liable to make any further payments to the Contractor until the costs of design, manufacture, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established.</p> <p>The Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-Clause 13.2.8. If there are no such extra costs, the Employer shall pay any balance to the Contractor.</p>
Non-exercise of power not to constitute waiver	13.2.10	Provided always that in case any of the powers conferred upon the Employer by Sub-clause 13.1 and Sub-clause 13.2.1 above, shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.
Default of Employer	13.3	
Notice by Contractor	13.3.1	<p>In the event of the Employer:</p> <ul style="list-style-type: none">a. failing to pay the Contractor, without reasonable cause, the amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-Clause 11.5 within which payment has to be made, subject to any deduction that the Employer is entitled to make under the Contract, orb. becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, <p>then, the Contractor may give notice requiring the Employer to remedy the default within 28 days after receipt of the notice. If the Employer fails to remedy the default or fails to propose steps reasonably acceptable to the Contractor to do so and in that case, the Contractor may terminate the Contract after issue of 14 days notice to the Employer with a copy to the Engineer. In this case, the Contractor shall be compensated as per Sub clause 13.3.4</p> <p>The Engineer's decision on the amount payable on this account shall be final and binding.</p>



Contractor's Entitlement to Suspend the Work	13.3.2	<p>The Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-Clause 11.6, within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days' prior notice to the Employer, with a copy to the Engineer, suspend work or reduce the rate of work.</p> <p>If the Contractor suspends work or reduces the rate of work in accordance with the provisions of this Sub-Clause and thereby suffers delay or incurs costs the Engineer shall, after due consultation with the Employer and the Contractor, determine:</p> <ol style="list-style-type: none">any extension of time to which the Contractor is entitled under sub-clause-8.4, andthe amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.
Cessation of Work by Contractor	13.3.3	<p>After termination under Sub-13.3.1, the Contractor shall:</p> <ol style="list-style-type: none">cease all further work, except for such work as may be necessary and instructed by the Engineer for the purpose of making safe or protecting those parts of the Works already executed, and any Work required to leave the Site in a clean and safe condition,hand over all Construction and/or Manufacture Documents, Plant, Rolling stock, and Materials for which the Contractor has received payment,hand over those parts of other Works executed by the Contractor up to the date of termination, andremove all Contractor's Equipment which is on the Site and repatriate all his staff and labour from the Site. <p>Any such termination shall be without prejudice to any other right of the Contractor under the Contract.</p>
Payment on Termination	13.3.4	<p>After termination under Sub-Clause 13.3.1 the Employer shall return the Performance security, and shall pay the Contractor an amount calculated and certified in accordance with the following conditions:</p> <ol style="list-style-type: none">The value of approved materials actually brought to the site and reasonably required to execute the works during next three months, as per approved programme, andValue of work completed up to date by the contractor at rates specified in the Contract, after taking into account any deductions, retentions, setoff.In addition a sum not exceeding 2% (two percent) of the value of the work remaining incomplete on the date of Termination notice taking effect. <p>The payment as above shall be full compensation for termination under this clause and the Contractor shall have no claim for damages or other entitlements whether under the contract or otherwise.</p>
	13.3.5	<p>In case termination/foreclosure of the Contract under whatsoever circumstances, any remaining tools, plants, equipments and surplus materials of Employer with contractor will be returned to the Employer in good condition at Employer's depot at Contractor's cost. In case of the failure of the contractor to do so, the Employer will be entitled to recover their cost from the contractor from the amount becoming due to the contractor or from any other money due in any other contracts. The decision of the Engineer of the amount to be recovered will be final decision and full credit at rates initially charged to the contractor shall be allowed for such materials. Similarly the Employer shall be entitled to recover the cost of the</p>



unreturned material, plant equipment and tools from the contractor where such material have been supplied free of cost and plant, equipment and tools free of cost or on lease basis to the contractor as stipulated in the Conditions of Contract.

14 Risk and Responsibility

Indemnity

14.1 The Contractor shall indemnify and hold harmless the Employer, the Engineer, the Designated Contractors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same.

These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:

- (a) sickness, or disease, or death of, or injury to any person; and
- (b) loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and
- (c) loss, damage or costs arising from the carriage of Plant, Rolling Stock and Materials and/or ownership or chartering of marine vessels by the Contractor, or any sub-contractor of any tier.

The Contractor shall also indemnify and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc as detailed out in clause 5.8.

All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. The decision of the Engineer as to compensation claimed shall be final and binding.

Contractor's Care of the Works

14.2 The Contractor shall take full responsibility for the care of the Works, or any part thereof, including full responsibility for the care of any work being manufactured, or stored off-Site for inclusion in the Works, or in the course of transportation to the Site, and for the care of Contractor's Equipment, Temporary Works, Plant, Rolling Stock, and any other Material, whatsoever, on the Site or delivered to or placed on the Site in connection with, or for the purpose of the Works.

The Contractor shall take this responsibility from the Commencement Date until the date of issue of the Taking Over Certificate, when responsibility shall pass to the Employer. If the Engineer issues a Taking Over Certificate for any Section or part of the Works, the Contractor shall cease to be responsible for the care of that Section or part from the date of issue of such Taking Over Certificate when responsibility shall pass to the Employer.

The Contractor shall take responsibility for the care of any outstanding work which is required to be completed prior to the expiry of the Contract Period, until the Engineer confirms in writing that such outstanding work has been completed.

If any loss or damage happens to the Works, any other property or person, arising from any cause other than the Employer's risks listed in Sub-Clause 14.3, during the period for which the Contractor is responsible, the Contractor shall rectify such loss or damage, at his cost, so that the Works conform with the



Contract or at the option of the Employer, will pay or allow to the Employer the cost of rectifying such loss or damage. Notwithstanding such loss or damage, the Contractor shall proceed with the execution of works in all respects in accordance with the contract and the Engineer's instructions. The Contractor shall also be liable for any loss or damage to the Works caused by any operations carried out by the Contractor after the date of issue of the Taking Over Certificate.

**Employer's
Risks**

- 14.3** The Employer's risks of loss or damage to physical property in India and of death and personal injury occurring in India in consequence of the performance of obligations under the Contract are:
- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (b) rebellion, revolution, insurrection, or military or usurped power, or civil war, within India,
 - (c) riot, commotion or disorder by persons unless solely restricted to or caused by employees of Contractor or of sub-contractors currently or formerly engaged in the Works,
 - (d) Ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
 - (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, and
 - (f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract.

**Consequences
of Employer's
Risks**

- 14.4** If an Employer's risk results in loss or damage, the Contractor shall promptly notify the Engineer and shall rectify this loss or damage to the extent required by the Engineer.
- If the Contractor suffers delay and/or incurs cost from rectifying this loss or damage, the Contractor shall give notice to the Engineer and shall be entitled to claim:
- (a) extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4, and
 - (b) amount of such cost, which shall be included in the Contract Price.

**Contractor's
Risks**

- 14.5** The Contractor's risks are all risks other than the Employer's risks given in sub-clause 14.3.

**Limitation of
Liability**

- 14.6** Except as provided otherwise in these Conditions, neither party shall be liable to the other party for loss of use of any Works, loss of profit, loss of any Contract or any other indirect or consequential loss or damage which may be suffered by the other party in connection with the Contract. The total liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub-Clause shall not limit the liability of the Contractor:



- (a) under Sub-Clauses 4.18, 4.19, 5.7, 8.6, and Clauses 7.10 and 7.11
- (b) under any other provisions of the Contract which expressly impose a greater liability,
- (c) in cases of fraud, willful misconduct or illegal or unlawful acts, or
- (d) in cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances.

15 Insurance

Professional Indemnity Insurance

- 15.1 The Contractor shall effect and maintain professional indemnity insurance, preferably in the name of JMRC, for the amount in Indian Rupees stipulated in Appendix to the Form of Tender in respect of any design of the Works to be carried out by, or on behalf of the Contractor. This insurance, which shall ensure the Contractor's liability by reason of professional negligence and errors in the design of the works, shall be valid from the date of commencement of Works, until 5 years after the date of issue of Performance Certificate. **Alternatively the Contractor shall redeem the insurance before the expiry of the Yearly Insurance in such a way that the entire validity period is covered.**

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.

Insurance for Works and Contractor's Equipment

- 15.2 The Contractor shall insure the Plant, Rolling stock, Materials and Works in the joint names of the Employer, the Contractor and Sub-contractors (wherever applicable) against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed in Sub-Clause 14.3 sub paragraphs (a), (b), (d) and (e). Such insurance shall be for a limit of not less than the full replacement cost (including profit) and shall also cover the costs of demolition and removal of debris. Such insurance shall be in such a manner that the Employer and the Contractor are covered from the commencement date until the date of issue of the Taking Over Certificate for the whole of Works. The Contractor shall extend such insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking Over Certificate, and for loss or damage occasioned by the Contractor or Sub-contractors in the course of any other operations (including Clauses 7.10, 7.11 and 10).

The Contractor shall insure the Contractor's Equipment against all risks in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed in Sub-Clause 14.3 sub- paragraphs (a), (b), (d) and (e). Such insurance shall be for a limit of not less than the full replacement value (including delivery to Site). Such insurance shall be in such a manner that each item of equipment is insured while it is being transported to the Site and throughout the period it is on or near the Site.

Insurance against injury to Persons and Damage to Property

- 15.3 The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 15.2) or to any person (except persons insured under Sub-Clause 15.4), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate. Such insurance shall be at least for the amount specified in the



Appendix to Form of Tender.

**Insurance for
Workers**

- 15.4** The Contractor shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Sub-contractor (wherever applicable) in such a manner that the Employer and the Engineer are indemnified under the policy of insurance. For Sub-contractor's employees (wherever applicable), such insurance may be effected by the Sub-contractor, but the Contractor shall be responsible for compliance with this Clause.

**General
Requirements
for Insurances**

- 15.5** The Contractor shall, within the respective periods stated in the Appendix to Form of Tender (calculated from the Commencement Date), submit to the Employer:

- (a) evidence that the insurances described in this Clause have been effected, with an Indian Insurance Company, and
- (b) copies of the policies for the insurances described in Sub-Clause 15.2, 15.3 and 15.4.

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

The contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the employer. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify such loss or damage. Payments received from insurers shall be used for the rectification of such loss or damage.

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

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

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

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

16 Force Majeure

**Definition of
Force Majeure**

- 16.1** In this Clause, "force majeure " means an event beyond the control of the Employer and the Contractor, which makes it impossible or illegal for a party to



perform, including but not limited to:

- (a) act of God;
- (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- (c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly;
- (e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors currently or formerly engaged on the Works.

If a party considers that it may be affected by Force Majeure, the party shall promptly notify the other party and Engineer of such Force Majeure within 21 days of such occurrence. If neither party issues any notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract shall continue to have effect as such.

Effect of Force Majeure Event	16.2	Neither the Employer nor the Contractor shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure event which arises after the date of Notice to Proceed Upon the occurrence of such Force Majeure, the affected party shall endeavour to continue to perform its obligations as far as reasonably practicable.
Contractor's Responsibility	16.3	If affected by such Force Majeure, the Contractor shall promptly notify the Engineer of any proposals for overcoming the consequences of the Force Majeure, including any reasonable alternative means for performance, but shall not carry out these proposals without the consent of the Engineer.
Employer's Responsibility	16.4	If affected by such Force Majeure, the Employer shall promptly notify the Engineer and the Contractor of any proposals for overcoming the consequences of the Force Majeure.
Payment to Contractor	16.5	If the Works shall suffer loss or damage due to such Force Majeure, the Contractor shall be entitled to have included, in an Interim Payment Certificate, the Cost of work executed and measured in accordance with the Contract.
Resumption of Work	16.6	<p>The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.</p> <p>In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.</p> <p>Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.</p>
Optional	16.7	Irrespective of any extension of time, if a Force Majeure occurs and its effect



**Termination,
Payment and
Release**

continues for a period of 6 months, after notice has been given under Sub- Clause 16.1, either party may give to the other party a notice of termination of the Contract which shall take effect in 28 days after the notice is given. Unless at the end of 28 days period the effect of the Force Majeure has ceased, the Contract shall terminate upon that date. Otherwise, the Contract shall remain in effect.

The Contractor shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any Plant, Rolling Stock and Materials lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.

**Release from
Performance
Under the Law**

16.8 If under the law of the Contract the Employer and the Contractor are released from further performance, the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 16.7, if the Contract had been terminated under that Sub-Clause.

17 CLAIMS, DISPUTES, CONCILIATION AND ARBITRATION

**Procedure for
Claims**

17.1 If the Contractor intends to claim any additional payment under any clause of these Conditions or otherwise, the Contractor shall give notice to the Engineer as soon as possible and in any event within 28 days of the start of the event giving rise to the claim.

The Contractor shall 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.

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.

If the Contractor fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.

**Payment for
Claims**

17.2 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.

**No legal
action Till
Dispute
Settlement
Procedure is
Exhausted**

17.3 Any and all Disputes shall be settled in accordance with the provisions of Clause 17. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 17 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.



Notice of Dispute	17.4	For the purpose of Sub-Clause 17.5, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by the Engineer.
Two Stages for Dispute Resolution	17.5	<p>Disputes shall be settled through two stages:</p> <ol style="list-style-type: none">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;Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" (as amended from time to time) and in accordance with this Clause.
Conciliation	17.6	<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 Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner</p>
Conciliation Procedure	17.7	<p>The Employer shall maintain a panel of Conciliators, who shall be from serving or retired engineers of JMRC, Government Departments or 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 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>



If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement.

When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties.

As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

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

**Termination of
Conciliation
Proceedings**

- 17.8** The conciliation proceedings shall be terminated:
- by the signing of the settlement agreement by the parties on the date of agreement; or
 - by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
 - 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
 - by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.
- Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

Arbitration

- 17.9** If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:
- Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.5 million and to a panel of three Arbitrators if total value of claims is more than Rs.5 million. The Employer shall provide a panel of three arbitrators which may also include JMRC officers for the claims up to Rs.5 million and a panel of five Arbitrators which may also include JMRC officers for claims of more than Rs.5 million. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only who shall also act as the Presiding Arbitrator. 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 arbitration proceedings shall be held in Jaipur only. The language of proceedings, that of documents and communication shall be English.



- (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.
- (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.

Interest on Arbitration Award	17.10	Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.
Cost of Arbitration	17.11	The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.
Jurisdiction of Courts	17.12	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.
Suspension of Work on Account of Arbitration	17.13	The reference to Conciliation / Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

18 Service of Notices

Notice to Contractor	18.1	<ul style="list-style-type: none">a. All notices to the Contractor, shall be served by post or telex or telefax or by hand to the Contractor or his authorized representatives. In case of notices delivered by post, they will be deemed to have been delivered after 7 days of dispatch.b. The Contractor shall, on award of the Contract, furnish to the Engineer, the name, designation, address and telephone, telex and telefax numbers and e-mail address of his representative referred to in Clause 4.3.
Notice to Employer and Engineer	18.2	All notices to the Employer or Engineer shall be served by post or telex or telefax, or by delivering by hand to the address nominated for the purpose.
Change of Address	18.3	Parties to the Contract may change the nominated address by Employer with a notice to all concerned.

Appendix 19 Appendix – A,B & C

APPENDIX- A

PARENT COMPANY UNDERTAKING

(Refer Sub - Clause 4.2.4 of GCC)

THIS UNDERTAKING is made on the day of

By [.....] [whose registered office is at]/[of] [.....] ("the Parent Company").

To The JAIPUR METRO RAIL CORPORATION LIMITED together with its successors and assigns, "the Employer") of:

Khanij Bhavan, 'C' Scheme,
Tilak Marg,
Jaipur – 302005

WHEREAS

- (A) By a contract _____ dated [.....] ("the Contract") made between
(1) the Jaipur Metro Rail Corporation Limited (" the Employer") and
(2) [.....] ("the Contractor") the Contractor has agreed to design, execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.
- (B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of an undertaking in the terms hereof.
- (C) The Parent Company is the beneficial owner of [.....]% [see Note 1] of the issued share capital of [the Contractor] [see Note 2].
- (D) At the request of the Contractor, the Parent Company has agreed to provide this undertaking.

NOW IT IS HEREBY UNDERTAKEN AND AGREED as follows:

1. In consideration of the Employer entering into the Contract with the Contractor, the Parent Company hereby undertakes to the Employer that, without the written consent of the Employer, it will not [and will ensure that none of the companies referred to in Recital (C) will] [see Note 5]:-
 - (a) sell transfer assign or otherwise dispose of or deal with ownership of the whole or any part of EITHER [the share holding or other interest in the [Contractor] [see Note 3] OR [the share holdings or other interests] [see Note 4] referred to in Recital (C) in any way which will affect the beneficial ownership and control in [the Contractor] [see Note 3] of the Parent Company [and the other companies referred to in Recital (C)] [see Note 5]; and

- (b) take any action which may result in the Contractor being unable to comply with his obligations or perform in any way his duties under the Contract [or take any action which may result in [the subsidiary forming part of the Contractor] [see Note 3] being unable to comply with his obligations or perform in any way his duties under the [joint venture or other relevant] agreement] [see Note 6]

until such time as the Works shall have been completed, all the Contractor's obligations under the Contract shall have been performed and the Maintenance and Defects Liability Period (as defined in the Contract) for the whole and every part of the Works shall have elapsed and further that it will ensure [that the subsidiary forming part of the Contractor will take all steps necessary to ensure [see Note 6] compliance by the Contractor with the provisions of the Contract.

2. The obligations of the Parent Company under this Undertaking shall remain in full force and effect and shall not be affected or discharged in any way and the Parent Company hereby waives notice of:-

- (a) any suspension of the Works, variation or amendment to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of
[] [see Note 7];
- (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) the termination of the Contract or of the employment of the Contractor [and/or
[] [see Note 7] under the Contract for any reason;
- (d) any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and/or [] [see Note 7] or negligence by the Employer in enforcing any such right of action or remedy;
- (e) any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and/or [] [see Note 7] under the Contract or any release or waiver thereof.

This Undertaking shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or [] [see Note 7] and for the avoidance of doubt the Parent Company hereby authorises the Employer and the Contractor [and/or [] [see Note 7] to make any such amendment, variation or supplemental agreement.

General Conditions of Contract (GCC)

4. All documents arising out of or in connection with this Undertaking shall be served:
 - (a) upon the Employer, at [] marked for the attention of [];
 - (b) upon the Parent Company, at [] India. [Note 8]
5. The Employer and the Parent Company may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
6. This Undertaking shall be governed by and construed according to the laws for the time being in force in India and the Parent Company agrees to submit to the jurisdiction of the courts of India.

IN WITNESS whereof this Undertaking has been executed as a deed on the date first before written.

THE COMMON SEAL of

[.....]

was affixed hereto in the
presence of:-

Notes: (for preparation of but not for inclusion in the engrossment of this Undertaking)

1. If the Parent Company is not the immediate parent company, the chain of ownership must be recited, identifying each company in the chain and the shareholdings or other interests in each subsidiary.
2. If the Contractor comprises more than one company, that fact and the joint venture or other relevant agreement must be recited. In such case, insert the name of the subsidiary forming part of the joint venture, partnership or consortium, and in respect of which the parent company undertaking is being given.
3. If Note 2 applies, refer to the subsidiary of the Parent Company and not the Contractor.
4. If Note 1 applies, use this alternative.
5. If Note 1 applies, add this provision.
6. If Note 2 applies, add this provision.
7. If Note 2 applies, add this provision and insert the name of the subsidiary.
8. The address for service shall be in India.

APPENDIX- B

PARENT COMPANY GUARANTEE

(Refer Sub – Clause 4.2.4 of GCC)

THIS GUARANTEE is made on the day of between

(1) [.....] whose registered office is at [.....] and [.....] whose registered office is at [.....] ("the Guarantor").

(2) The JAIPUR METRO RAIL CORPORATION LIMITED (together with its successors and assigns, "the Employer") of:

Khanij Bhavan, 'C' Scheme,
Tilak Marg,
Jaipur – 302005

WHEREAS

(A) By a contract [NO.] dated [.....] ("The Contract") made between (1) the Jaipur Metro Rail Corporation Limited ("the Employer") and (2) [.....] ("the Contractor"), the Contractor has agreed to design, execute, complete and remedy any defects in the Works upon the terms and conditions contained in the Contract.

(B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of a guarantee in the terms hereof. [see Note 1].

(C) At the request of the Contractor, the Guarantor has agreed to guarantee performance of the Contract by the [Contractor] [see Note 2] as set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the Employer entering into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees to the Employer as a primary obligation and not as a surety due performance by the [Contractor] [see Note 2] of all of its obligations and liabilities under and in accordance with the Contract save that nothing herein shall be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the [Contractor] [see Note 2] in the Contract.
2. The obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the

Guarantor hereby waives notice of:-

- (a) any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of [] [see Note 3] under the Contract;
 - (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - (c) the termination of the Contract or of the engagement of the Contractor [and / or [.....]] [see Note 3] under the Contract for any reason;
 - (d) any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and / or [.....]] [see Note 3] or negligence by the Employer in enforcing any such right of action or remedy;
 - (e) any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and/or [.....]] [see Note 3] under the Contract or any release or waiver thereof.
3. This Guarantee shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or [] [see Note 3] and for the avoidance of doubt the Guarantor hereby authorises the Employer and the Contractor [and/or [] [see Note 3] to make any such amendment, variation or supplemental agreement.
4. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the [Contractor] [see Note 2] under the Contract and remain in full force and effect until all the said obligations and liabilities of the Contractor shall have been carried out, completed and discharged in accordance with the Contract. This Guarantee is in addition to any other security which the Employer may at any time hold and may be enforced without first having recourse to any such security or taking any steps or proceedings against the Contractor.
5. Until expiry of the Maintenance and Defects Liability Period (as defined in the Contract) for the whole and every part of the Works, the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Contractor [and/or [] [see Note 3] for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Employer may have against the Contractor [and/or [] [see Note 3] arising out of or in connection with the Contract until such time as such claims shall be satisfied by the Contractor [and/or [] [see Note 3] or the Guarantor as the case may be. To that intent the Guarantor shall not claim or

have the benefit of any security which the Employer holds or may hold for any monies or liabilities due or incurred by the Contractor [and/or []] [see Note 3] to the Employer and, in case the Guarantor receives any sum from the Contractor [and/or []] [see Note 3] in respect of any payment by the Guarantor hereunder, the Guarantor shall hold such sum in trust for the Employer for so long as any sum is payable (contingently or otherwise) under this Guarantee.

6. The Employer shall be entitled to assign the benefit of this Guarantee at any time without the consent of the Guarantor or the [Contractor] [see Note 2] being required.
7. All documents arising out of or in connection with this Guarantee shall be served:
 - (a) upon the Employer, at [.....] marked for the attention of [.....];
 - (b) upon the Guarantor, at [.....] India. [Note 4]
8. The Employer and the Guarantor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
9. This Guarantee shall be governed by and construed according to the laws for the time being in force in India and the Contractor agrees to submit to the jurisdiction of the courts of India.

IN WITNESS whereof this Guarantee has been executed as a deed on the date first before written.

THE COMMON SEAL

of[.....]

was affixed hereto in the
presence of:-

Notes (for preparation of but not inclusion in the engrossment of this Guarantee)

1. If the Contractor comprises more than one company, that fact, the joint venture or other relevant agreement and the relationship of the Guarantor to its subsidiary forming part of the Contractor must be recited.
2. If Note 1 applies, replace the word "Contractor" with name of the subsidiary being guaranteed.
3. If Note 1 applies, add additional wording and insert the name of the subsidiary being guaranteed.
4. The address for service shall be in India

APPENDIX-C

CONTRACTOR'S WARRANTY
(Refer Sub-Clause 4.2.4 of GCC)

THIS AGREEMENT is made on the day of between:

- (1) [.....] of [.....] [and [see Note 1]]
([jointly] "the Contractor")
- (2) [Jaipur Metro Rail Corporation Limited] [of]/[whose registered office is at] [Khanij Bhavan, 'C' Scheme, Tilak Marg Jaipur – 302005] (together with its successors and assigns, "the Employer").

WHEREAS

- (A) By a contract _____ dated [] ("the Contract") made between (1) the Jaipur Metro Rail Corporation Limited ("the Employer") and (2) the Contractor, the Contractor has agreed to design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works upon the terms and conditions contained in the Contract.
- (B) [See Note 3].
- (C) At the request of the Employer and pursuant to the terms of the Contract the Contractor has agreed to enter into this Warranty.

NOW IT IS AGREED AS FOLLOWS:

1. The Contractor hereby warrants and undertakes that:
- (a) he will design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works in accordance with the terms of the Contract; and
 - (b) he owes a duty of care to the Employer in relation to the performance of its duties under the Contract; and
 - (c) he will replace free of cost to the Employer any defect or failure of equipment provided in the Works for a period of 36 months from the date of Taking Over of the last Section of the Works; and
 - (d) he agrees that should any design modification be required to any section or component due to any defect, the period of 36 months shall re-commence from the date when the modified part is commissioned into service, and such modification shall be carried out free of cost to the Employer in all sub-systems and systems for all sections; and
 - (e) he shall maintain the manufacture or spare of replacement parts for at least 10 years.

2. The liability of [the companies comprising [see Note 3]] the Contractor under this Warranty [shall be joint and several and [see Note 3]] shall not be released, diminished or in any way affected by any independent inquiry or investigation into the Works or any matter related to the Contract whether carried out by or on behalf of the Employer or any liability or right of action which may arise out of such inquiry or investigation.
3. Insofar as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Works shall be vested in the Contractor, the Contractor grants to the Employer his successors and assigns a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works or the Mass Rapid Transport System – Phase Two including without limitation the design, execute, complete, test and commission (including Integrated Testing and Commissioning) reinstatement, extension and the remedy of any defect in the Works. To the extent that beneficial ownership of any such copyright or other intellectual property rights is vested in anyone other than the Contractor, the Contractor shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the Contractor shall for any reason cease to be employed in connection with the Works.
4. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Contractor, whether in tort or otherwise.
5. Nothing contained in this Warranty shall vary or affect the Contractor's rights and obligations under the Contract.
6. The address for service of all documents arising out of or in connection with this Warranty shall be:-
 - (a) upon the Employer at [] India. [Note 4]
 - (b) upon the Contractor at [] India. [Note 4]
7. The Employer and the Contractor may change their respective nominated addresses to another address in India but only by prior written notice to each other. All notices must be in writing.
8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
9. (1) Any dispute or difference of any kind whatsoever between the Employer and the Contractor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the Conciliation and Arbitration rules set out in the General Conditions of Contract. "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and Contractor.

General Conditions of Contract (GCC)

- (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 9(1), the Employer may by notice in writing to the Contractor require and the Contractor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
- (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objections relating to the dispute.
- (4) Subject to the foregoing provisions of this clause 9, the Employer and the Contractor shall submit to the jurisdiction of the Courts of India at Jaipur.

IN WITNESS whereof, this Warranty has been executed as a deed on the date written at the head hereof.

THE COMMON SEAL of

[.....]

was affixed hereto in the
presence of:-

Notes (for preparation of and not inclusion in the engrossment of this Warranty)

- (1) If the Contractor comprises more than one company, each such company shall be a party and liability under this warranty will be joint and several, with consequential grammatical changes.
- (2) If Note 1 applies, that fact and the joint venture or other relevant agreement must be recited.
- (3) Delete if Note 1 does not apply.
- (4) The address for service shall be in India.

Volume-3

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Tender Inviting Authority : Director (Operations & Systems),JMRC, 2nd floor RSIC Wing, Udyog Bhavan, C-Scheme, Tilak Marg, Jaipur-302005.

Nature of Work: Maintenance Contract of Civil Work- Addition, alteration/ modification of various buildings situated on Jaipur Metro. (Mansarover Depot)” of JMRC LTD

PRINT

Contract No: NIB No. 06/NIB/O&S/CIVIL/ WORKS-CCW/2014-15

Bidder Name :

HELP

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SCHEDULE OF WORKS

Abstract of Cost

(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Description of work	BoQ	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
			Figures	Words	
1.00	Total of NBSR ITEMS	BoQ 2	0.00	Rupees only	0.00
2.00	SCHEDULE A BSR ITEMS	BoQ 3	1100000.00	Rupees Eleven Lakh Only	1100000.00
3.00	SCHEDULE B BSR ITEMS	BoQ 4	700000.00	Rupees Seven Lakh Only	700000.00
4.00	SCHEDULE C BSR ITEMS	BoQ 5	800000.00	Rupees Eight Lakh Only	800000.00
5.00	SCHEDULE D BSR ITEMS	BoQ 6	1280000.00	Rupees Twelve Lakh Eighty Thousand Only	1280000.00
6.00	SCHEDULE E BSR ITEMS	BoQ 7	790000.00	Rupees Seven Lakh Ninety Thousand Only	790000.00
Total in Figures			2870000.00		
Total in Words			Rupees Twenty Eight Lakh Seventy Thousand Only		

Signature of Tenderer with seal

Tender Inviting Authority : Director (Operations & Systems),JMRC, 2nd floor RSIC Wing, Udyog Bhavan, C-Scheme, Tilak Marg, Jaipur								
Nature of Work: Maintenance Contract of Civil Work- Addition, alteration/ modification of various buildings situated on Jaipur Metro. (part of the contract) of JMRC LTD								
Contract No: NIB No. 06/NIB/O&S/CIVIL/ WORKS-CCW/2014-15								
Bidder Name :								
SCHEDULE OF WORKS NBSR ITEMS (This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
Sl. No.	Description of work	No.or Qty.	Unit	Estimated Rate (in. Rs.)	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P	
					Rs. P	Words		
1.00	30mm thick and minimum 1200mm Red/Raw silk black tan broen honed granite approx. 300mm wide tread on stairs with and including half bullnosed nosing laid on 20mm (average) thick cement mortar 1:3 (1cement :3 coarse sand) colour of granite as approved by engineer in charge .	70.000	sqm	4800.00		Rupees only	0.00	
2.00	providing and laying 18mm thick pre-polished Red/Raw silk tan brown grante slab in riser of steps, skirting over prepared base on 12 mm (average) thick cement mortar 1:3 (1 cement :3 coarse sand)	40.000	sqm	4250.00		Rupees only	0.00	
3.00	providing and fixing granite stone cladding with 25 mm thick polished granite stone slabs with flush on 20mm thick base mortar 1:4 (1 cement:4 coarse sand) using stainless steel clamps 25mmx4mmx75mm long of desired shape and stainless steel pins of 6mm dia.	40.000	sqm	5360.00		Rupees only	0.00	
5.00	providing and applying non-metallic monolithic surface hardening compound such as nitofloor hardtop standard of fosroc or approved equivalent to concrete floor and bonding and to seal, harden, waterproof abrasion , chemical resistance and to form a dustfree surface as per anufacturers specifications. the work to include surface prepration of concrete surface and application using machine trowelling as per technical specifications .	1000.000	sqm	240.00		Rupees only	0.00	
6.00	providing and fixing acees raised floor of light grade of minimum 15kn/m2 udl panels manufactured from pressed formed corrosion resistant galavanised steel with total encapsulating high performance cementations board case stitched and and with a panel to carter in the size of 600mm x 600 mm. the panel has to placed on the pedestal made from all solid steel construction galvanised plated consisting of stringer an anti vibrational head cap with criticform .	30.000	sqm	4000.00		Rupees only	0.00	
9.00	calcium silicate ceiling providing and installing suspended ceiling system/ vertical fascia as per controlled sample with semi gloss paint incuding supply of suspension system of galavanised steel as per manufacturers recommendations , top fixing s.s expanding anchor bolts , rigid hangers , accessories inclusive of providing openings for electrical fixtures/fittings. fixed framing to support fixtures and fittings and providing secondary supporting system for cable tray and duct and all complete as per relevant drawings and the direction of engineer in charge .	300.000	sqm	3700.00		Rupees only	0.00	
10.00	providing and fixing 6 mm thick clear float toughened glass in aluminium door , window , ventilator , shutters and partitions etc. with PVC/ Neoprene gasket etc. complete as per architectural drawings and the directions of engineer in charge (cost of aluminium snap beading shall be paid in the basic item .	120.000	sqm	1850.00		Rupees only	0.00	
11.00	core cutting in members of RCC /plain cc (of all grades)							
11.10	200 mm dia 150 mm long	30.000	each	6000.00		Rupees only	0.00	
11.20	150 mm dia 150 mm long	16.000	each	5300.00		Rupees only	0.00	
11.30	100 mm dia 200 mm long	16.000	each	5200.00		Rupees only	0.00	
12.00	providing and fixing on wall face unplasticiced PVC (working pressure 6kg/cm) rain water pipes confirming to IS : 4985 including jointing with seal ring confirming to IS : 5382 leaving 10 mm gap for thermal expansion							
12.10	110 mm dia	200.000	RM	620.00		Rupees only	0.00	
12.20	160 mm dia	200.000	RM	970.00		Rupees only	0.00	

Signature of Tenderer with seal

Tender Inviting Authority : Director (Operations & Systems),JMRC, 2nd floor RSIC Wing, Udyog Bhavan, C-Scheme, Tilak Marg, Jaipur								
Nature of Work: Maintenance Contract of Civil Work- Addition, alteration/ modification of various buildings situated on Jaipur Metro. (part of the contract) of JMRC LTD								
Contract No: NIB No. 06/NIB/O&S/CIVIL/ WORKS-CCW/2014-15								
Bidder Name :								
<div>SCHEDULE OF WORKS NBSR ITEMS (This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</div>								
Sl. No.	Description of work	No.or Qty.	Unit	Estimated Rate (in. Rs.)	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P	
					Rs. P			
					Figures	Words		
12.30	200 mm dia	50.000	RM	1450.00		Rupees only	0.00	
12.40	250 mm dia	50.000	RM	2350.00		Rupees only	0.00	
13.00	Providing Door Locks at Station : Providing & fixing 6 lever /pin cylinder mortice lock, latch set,complete with door strike, lever or knob handle, screws etc complete in stainless steel of approved manufacturer, for use on paneled/solid/glazed door etc including all fixing & other accessories as per required and as directed by engineer in charge.	40.000	Each	2100.00		Rupees only	0.00	
14.00	Mirror of Staff Toilets : Providing & fixing toilet mirror made of 6mm thick BWP ply ply with craft paper fixed to wall with screws/wooden plugs 5mm thick float glass mirror fixed to ply backing with 38x9mm polished teak wood moulding (as approved) around etc including all necessary arrangement complete as directed by engineer in charge.	40.000	Sqm	800.00		Rupees only	0.00	
15.00	Interlocking Tiles: Removing of old uneven interlocking tiles and fixing of new & prefixing of inter locking tiles over 50mm over plain concreting (1:3:6) this includes demolishing old pcc & laying new pcc (BOQ No- DMRC/ISBT/13/011/2004)	500.000	Sqm	600.00		Rupees only	0.00	
16.00	Cleaning of sewer line: cleaning including pumping out water from blocked sewer lines or other wise by suitable sewerage pump of 5HP all work completed as per directed by engineer in charge.	170.000	Each	3000.00		Rupees only	0.00	
17.00	Flush valve: Providing 32mm CP brass flush valve concealed or exposed type with isolation valve CP brass flush bend etc(fixing charge excluding)	24.000	Each	4500.00		Rupees only	0.00	
18.00	Providing Plumber/fitter for plumber/sewerage rectification works with all required T&P as per directions of engineer in charge	500.000	per day	400.00		Rupees only	0.00	
19.00	Providing Welder/fitter for welding work along with welding machine to carry out welding in line-3 as per directions of engineer in charge including cost consumable(electrodes)	160.000	per day	900.00		Rupees only	0.00	
20.00	Providing Mason for repair works with all required T&P i.e trawel,fhawra,bucket,pan etc.as per directions of engineer in charger.	900.000	per day	500.00		Rupees only	0.00	
Total in Figures								0.00
Total in Words		Rupees only						

Signature of Tenderer with seal

Tender Inviting Authority : Director (Operations & Systems),JMRC, 2nd floor RSIC Wing, Udyog Bhavan, C-Scheme, Tilak Marg ,Jaipur-302005

VALIDATE

PRINT

Nature of Work: Maintenance Contract of Civil Work- Addition, alteration/ modification of various buildings situated on Jaipur M of JMRC LTD

Contract No: NIB No. 06/NIB/O&S/CIVIL/ WORKS-CCW/2014-15

Bidder Name:

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HELP

SCHEDULE OF WORKS SCHEDULE A BSR ITEMS						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work and BSR PWD (Rajasthan City Circle Jaipur)2012 ITEM	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1.00	EARTH WORK (CHAPTER B-1), CONCRETE WORK (CHAPTER B-3), REINFORCED CEMENT CONCRETE WORK (CHAPTER B-4), BRICKWORK (CHAPTER B-5), STONE WORK (CHAPTER B-6), MARBLE AND GRANITE WORK (CHAPTER B-7), WOOD AND PVC WORK (CHAPTER B-8 & B-16), FINISHING (CHAPTER B-12) (Note:- It is brought to the notice of the bidder that No. of Quantity mentioned in the BOQ is 1. It is just for calculation purpose, actual work done shall be any item of these chapters as mentioned in the description of item without any limit except the limit of accepted amount of such item subject to the terms and conditions of the Bid.	1.000	Any Item (As defined in the description of item of the BOQ	1100000.00	Rupees Eleven Lakh Only	1100000.00
Total Estimated Cost in Figures						1100000.00
Quoted Amount					1100000.00	1100000.00
Quoted Rate in Words				Rupees Eleven Lakh Only		

Tender Inviting Authority : Director (Operations & Systems),JMRC, 2nd floor RSIC Wing, Udyog Bhavan, C-Scheme, Tilak Marg, Jaipur-302005

VALIDATE

PRINT

HELP

Nature of Work: Maintenance Contract of Civil Work- Addition, alteration/ modification of various buildings situated on Jaipur City Circle Jaipur Depot)" of JMRC LTD

Contract No: NIB No. 06/NIB/O&S/CIVIL/ WORKS-CCW/2014-15

Bidder Name:

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SCHEDULE OF WORKS SCHEDULE B BSR ITEMS						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work and BSR PWD (Rajasthan City Circle Jaipur)2012 ITEM	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1.00	STEEL WORK (CHAPTER B-9) (Note:- It is brought to the notice of the bidder that No. of Quantity mentioned in the BOQ is 1. It is just for calculation purpose, actual work done shall be any item of these chapters as mentioned in the description of item without any limit except the limit of accepted amount of such item subject to the terms and conditions of the Bid.	1.000	Any item (As defined in the description of item of the BOQ	700000.00	Rupees Seven Lakh Only	700000.00
Total Estimated Cost in Figures						700000.00
Quoted Amount				700000.00		700000.00
Quoted Rate in Words		Rupees Seven Lakh Only				

Signature of Tenderer with seal

Tender Inviting Authority : Director (Operations & Systems),JMRC, 2nd floor RSIC Wing, Udyog Bhavan, C-Scheme, Tilak Marg, Jaipur-302005

VALIDATE

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HELP

Nature of Work: Maintenance Contract of Civil Work- Addition, alteration/ modification of various buildings situated on Jaipur M
JMRC LTD

Contract No: NIB No. 06/NIB/O&S/CIVIL/ WORKS-CCW/2014-15

Bidder Name:

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SCHEDULE OF WORKS

SCHEDULE C BSR ITEMS

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Description of work and BSR PWD (Rajasthan City Circle Jaipur)2012 ITEM	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1.00	FLOORING (CHAPTER B-11), ROOFING (CHAPTER B-10), REPAIRS TO BUILDING (CHAPTER B-13), DISMANTLING AND DEMOLITION (CHAPTER B-14) (Note:- It is brought to the notice of the bidder that No. of Quantity mentioned in the BOQ is 1. It is just for calculation purpose, actual work done shall be any item of these chapters as mentioned in the description of item without any limit except the limit of accepted amount of such item subject to the terms and conditions of the Bid.	1.000	ANY ITEM (As defined in the description of item of the BOQ	800000.00	Rupees Eight Lakh Only	800000.00
Total Estimated Cost in Figures						800000.00
Quoted Amount				800000.00		800000.00
Quoted Rate in Words		Rupees Eight Lakh Only				

Tender Inviting Authority : Director (Operations & Systems),JMRC, 2nd floor RSIC Wing, Udyog Bhavan, C-Scheme, Tilak Marg, Jaipur-302005

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Nature of Work: Maintenance Contract of Civil Work- Addition, alteration/ modification of various buildings situated on Jaipur M Depot)” of JMRC LTD

Contract No: NIB No. 06/NIB/O&S/CIVIL/ WORKS-CCW/2014-15

Bidder Name:

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SCHEDULE OF WORKS
SCHEDULE D BSR ITEMS

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Description of work and BSR PWD (Rajasthan City Circle Jaipur)2012 ITEM	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1.00	SANITARY INSTALLATION (CHAPTER S-1), WATER SUPPLY (CHAPTER S-2), DRAINAGE (CHAPTER S-3) (Note:- It is brought to the notice of the bidder that No. of Quantity mentioned in the BOQ is 1. It is just for calculation purpose, actual work done shall be any item of these chapters as mentioned in the description of item without any limit except the limit of accepted amount of such item subject to the terms and conditions of the Bid.	1.000	ANY ITEM (As defined in the description of item of the BOQ	1280000.00	Rupees Twelve Lakh Eighty Thousand Only	1280000.00
Total Estimated Cost in Figures						1280000.00
Quoted Amount					1280000.00	1280000.00
Quoted Rate in Words		Rupees Twelve Lakh Eighty Thousand Only				

Tender Inviting Authority : Director (Operations & Systems),JMRC, 2nd floor RSIC Wing, Udyog Bhavan, C-Scheme, Tilak Marg, Jaipur-302005

VALIDATE

PRINT

Nature of Work: Maintenance Contract of Civil Work- Addition, alteration/ modification of various buildings situated on Jaipur City Circle Jaipur (for Denot) of JMRC LTD

Contract No: NIB No. 06/NIB/O&S/CIVIL/ WORKS-CCW/2014-15

Bidder Name:

Excess (+)

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HELP

SCHEDULE OF WORKS

SCHEDULE E BSR ITEMS

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Description of work and BSR PWD (Rajasthan City Circle Jaipur)2012 ITEM	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1.00	ALUMINIUM WORK (CHAPTER B-16), WATER PROOFING (CHAPTER B-15), HORTICULTURE AND LANDSCAPING (CHAPTER H-5) (Note:- It is brought to the notice of the bidder that No. of Quantity mentioned in the BOQ is 1. It is just for calculation purpose, actual work done shall be any item of these chapters as mentioned in the description of item without any limit except the limit of accepted amount of such item subject to the terms and conditions of the Bid.	1.000	ANY ITEM (As defined in the description of item of the BOQ	790000.00	Rupees Seven Lakh Ninety Thousand Only	790000.00
Total Estimated Cost in Figures						790000.00
Quoted Amount					790000.00	790000.00
Quoted Rate in Words		Rupees Seven Lakh Ninety Thousand Only				