

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.



NOIDA METRO RAIL CORPORATION LIMITED

CONTRACT NO: NMRC/Projects/NGNEGC/2026/454

Contract NGNEGC: General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

VOLUME-2

**General Conditions of Contract (GCC)
Special Conditions of Contract (SCC)
Contract Forms**

**NOIDA METRO RAIL CORPORATION LTD.
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.



NOIDA METRO RAIL CORPORATION LIMITED

CONTRACT NO: NMRC/Projects/NGNEGC/2026/454

Contract NGNEGC: General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

VOLUME-2

General Conditions of Contract (GCC)

**NOIDA METRO RAIL CORPORATION LTD.
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

TABLE OF CONTENTS GENERAL CONDITIONS OF CONTRACT

CONTRACT No. NMRC/Projects/NGNEGC/2026/454 GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- (i) **"Project"** means the project/work named in Special Conditions of Contract.
- (ii) **"Services"** means the services to be performed by the Consultant pursuant to this contract.
- (iii) **"Client/Employer"** means the Noida Metro Rail Corporation (also referred to as NMRC) which expression shall also include their legal successors and permitted assigns.
- (iv) **"Consultant"** means a legally establish consulting firm or entity selected by the Employer to provide the Services under the signed Contract/agreement and which expression shall include his/their legal successors and permitted assigns.
- (v) **"Sub-consultant"** means the sub-consultant appointed by consultant with the prior approval of the employer and in accordance with the procedure described in Special Conditions of Contract.
- (vi) **"Member"**, in case the Consultant comprises more than one entity means any of the entities. "Members" means all the entities.
- (vii) **"Member-in-Charge"** means the Member authorized to act on the Members' behalf in exercising all the Consultant's rights and obligations towards the Client under their contract.
- (viii) **"Party"** means NMRC or GC as the case maybe and **"parties"** means both of them. **"Third party"** means any other person or entity as the context requires.
- (ix) **"Contract"** means the Contract Agreement, the Letter of Acceptance, the Letter of Tender and other documents which are listed in the Contract Agreement or in the Letter of Acceptance.
- (x) **"Employer's Representative"** means the Consultant employed by NMRC and notified as such, or any of its officers nominated by NMRC and notified from time to time, to GC.
- (xi) **"Engineer"** means the person-in-charge appointed by NMRC to invite construction tenders, and to supervise the construction work or any of its officers nominated by NMRC and notified from time to time.
- (xii) **"day"** means the period between any one midnight and the next.
- (xiii) **"month"** means a period of one month according to the Gregorian calendar commencing with any day of the month.
- (xiv) **"Rupees"** means the currency of India (₹), and shall be the currency used for

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

the Project.

- (xv) “**Expert**” are collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture (JV) member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract

2. Interpretation

- (i) The headings in the Agreement shall not be used in its interpretation.
- (ii) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.
- (iii) If there is a conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in the Service Agreement or SCC.

3. Obligations of General Consultant

3.1. General

- 3.1.1.** The Consultants shall perform the services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings.
- 3.1.2.** The GC will obtain NMRC approval to all matters that lie within their scope of services. Any subsequent changes to the Project detail will also be put up to NMRC along with time and cost implications for approval.
- 3.1.3.** The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any sub-consultant, as well as the Personnel and agents of the Consultants and sub-consultants, comply with the Applicable Laws. The Employer shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notification, respect such customs.
- 3.1.4.** If a Party becomes aware of an error or defect in a document which was prepared for use in executing the works, the Party shall promptly give notice to the other Party of such error or defect.
- 3.1.5.** Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request test or similar act by the Employer /Employers representative/Engineer (including absence of disapproval) shall not relieve the Consultant from any responsibility he has under this Contract, including responsibility for errors, omissions, discrepancies and non-compliances.

3.2. Conflict of Interests

3.2.1. Consultant not to benefit from Commissions, Discount

The remuneration of the Consultant pursuant to Clause 24 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and,

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

subject to Clause 3.2.3 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any sub-consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2. Procurement Rules of Bank external financial institution/Government stakeholder

If the Consultant, as part of the Services, have the responsibility of advising the Employer on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines of Bank external financial institution/Government stakeholder and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer.

3.2.3. Consultant and Affiliates not to be otherwise interested in Project

The Consultant agree that, during the term of this Contract and after its termination, the Consultant, and any entity affiliated with the Consultant, as well as any sub-consultant and any entity affiliated with such sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services

3.2.4. Prohibition of Conflicting Activities

Neither the Consultant nor their sub-consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this Contract, such other activities as may be specified in the SCC

For a period of one year after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Employer under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultants also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities

3.2.5. Strict Duty to Disclose Conflicting Activities

The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose these situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3. Confidentiality

The Consultant, their sub-consultants and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services,

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

this Contract or the Employer's business or operations without the prior written consent of the Employer.

3.4. Liability of the Consultant

Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as provided by the Applicable Laws.

3.5. Insurance to be taken out by the Consultant

The Consultants shall take out and maintain, and shall cause the sub-consultants to take out and maintain, at their (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks ,and for the coverage's, as shall be specified in the Special Conditions (SCC), and at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

3.6. Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Service hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and bases there of (including such bases as may be specifically referred to in the SCC, and (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof. The Consultants shall also have their accounts relating this project audited once in a year and furnish a copy of this audited accounts to the Employer within three months from the close of each financial year.

3.7. Consultant's Actions requiring Employer's prior Approval

The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) Appointing Personnel as are listed in annexure 1 table 3 of vol.-1 "ITT" and attachment 1 of Vol-3 "scope of work"
- (b) The Consultants shall remain fully liable for the performance of the Services by its Personnel pursuant to this Contract; and
- (c) Taking any action under a civil/system/E&M works contract, the written approval of the NMRC is required.

3.8. Reporting Obligations

3.9. The Consultants shall submit to the Employer the reports and documents as specified in the scope of work Volume 3 "scope of work" in the form, in the numbers and within the time periods

3.10. Serious Hindrances

The consultants shall report to the employer and Bank promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the project in accordance with the schedules and to indicate what steps shall be taken to meet the situation. Where the employer receives such a report from the consultants, the employer shall immediately forward a copy to Bank, together with its comments on the report and an outline of the steps the report proposes shall be taken.

3.11. Documents prepared by the Consultant to be the Property of the Employer

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

Employer, and the Consultants shall, not later than upon determination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultants may retain a copy of such documents with prior approval from employer. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

3.12. Equipment and Materials furnished by the Employer

Equipment and Materials made available to the Consultant by the Employer, or purchased by Consultant with funds provided by the Employer, shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall handover these equipment and materials to the Employer in good working condition subject to normal wear and tear, along with an inventory of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the employer for an amount equal to their full replacement value

3.13. Performance Guarantee

As stated in the 'Instruction to Tenderers' the GC shall provide NMRC with a Performance Guarantee in the form of a Bank Guarantee provided by Delhi/NCR branch of Scheduled Commercial Bank based in India that is acceptable to NMRC. The Performance Guarantee shall remain valid up to **06 months** beyond the defect liability period which will be **24 months** from the date as mentioned in the completion certificate OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public whichever is later. If the commissioning date is extended, for whatsoever reason, the Bank Guarantee shall be suitably extended.

NMRC reserves the right to forfeit the performance guarantee amount, in the event of termination of the Services in accordance with GCC Clause 19

4. Change in Constitution of GC

GC shall promptly notify NMRC of any changes in the constitution of the GC. It shall be open for NMRC to terminate the Agreement upon death, retirement, insanity or insolvency of any person being the proprietor/partner in the GC, or on the addition or introduction of a new partner managing the Project for the GC without the previous approval in writing of NMRC. But in absence of and until its termination by NMRC as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise on the addition of a new partner, the latter will also become jointly and severally liable.

5. Law Governing Contract

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws in India.

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Employer's country.

The Employer shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

6. Description of Personnel

- a. The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Professional Personnel are described in ITT & Scope of work
- b. If required to comply with the provisions of Clause 3.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in vol-3 "scope of work" may be made by the Consultants by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 15% or one month, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in financial proposal. Any other such adjustments shall only be made with the Employer's written approval.
- c. If additional work is required beyond the scope of the Services specified in scope of work, estimated periods of engagement of Key Personnel may be increased by agreement in writing between the Employer and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in financial proposal of this Contract.
- d. In case the project or an activity of the project is delayed or there is likelihood of delay due to a reason beyond the control of GC, the GC will report the same to NMRC, who will ask GC to submit his proposal of reduced deployment of staff as per the requirement for review and approval of NMRC.

7. Representatives

For the administration of the Agreement the GC shall designate the official or individual to be his representative

8. Replacement or Removal in Personnel

- a. Except as the Employer may otherwise agree, no changes shall be made in the Key Professional Personnel & if for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forth with provide as a replacement, a person of equivalent or superior qualifications with the prior approval of the Employer and at same rate of remuneration.

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

- b. If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, the Consultants shall, at the Employer's written request specifying the grounds there for, forthwith provide as a replacement, a person with qualifications and experience acceptable to the Employer.
- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditure due to the number of eligible dependents) the Consultant may wish to claim as a result of such replacement, shall be subject to the Clause 8 (d). Except as the Employer may otherwise agree (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- d. If the key personnel are required to be replaced on the instructions of the Employer, or on its own by the consultant at the time of initial deployment or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than death, prolonged illness requiring change of physical location which shall be duly certified by a medical practitioner registered with Government Authority, remuneration to the key personnel will be reduced by 5% for each replacement. This reduction shall not be applicable if the replacement is asked by NMRC but if replacement is required due to misconduct, fraud, non-performance then reduction in remuneration is applicable. However in case replacement of the key personnel's happens more than 10% every year, there will be penalty of 0.25% of overall man months payable to the GC.
- e. In case of GC does not find suitable local candidate for a particular position they may deploy the expatriate for such positions. However remuneration of such expatriates will equal to local expert..

9. Working Hours and Leave

Working hour as applicable to the NMRC employees will be applicable to Consultants also. No leave will be allowed as the payment is on man month basis. The rate thereof and total cost on this account has to be included in the financial proposal. GC can avail holidays on Sundays and Gazetted holidays (January 26th, Holi Festival, August 15th, October 2nd, December 25th and Diwali Day). However all Saturdays shall be working days for GC. The roster of field staff shall be drawn in such a way that at least one fourth of field staff are available on Sundays also. Such staff can be given weekly off on some other week days. No overtime or compensatory holidays is applicable to GC staff. GC will attend the works even in the night/ Holidays if required. No additional payment by NMRC on this account will be made.

10. OBLIGATIONS OF THE EMPLOYER

10.1. Assistance and Exemptions

Unless otherwise specified in the SCC, the Employer shall use its best efforts to ensure that the Government shall:

- a. Assist the foreign Consultant, Sub-consultants and Personnel to obtain Work permits and such other documents as shall be necessary to enable the

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works]

Consultant, Sub-consultants or Personnel to perform the Services in India for this project.

- b. Assist foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other document required for their stay in India
- c. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- d. Issue to officials, agents and representatives of the Government all such instructions as may be necessary for appropriate, prompt and effective implementation of the Services;
- e. Assist the Consultant, their Personnel and any Sub-consultants employed by the Consultant for the Services in any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Laws.
- f. Grant to the Consultant, any sub consultant and the Personnel of either of them the privilege, pursuant to the Applicable Laws, of bringing into India reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the services; and
- g. Provide to the Consultant, Sub consultants and Personnel any such other assistance as may be specified in the SCC.

10.2. Access to Site

The Employer warrants that the Consultant shall have, free of charge, unimpeded access to all site in the Employer's country in respect of which access is required for the performance of the services. The consultant will be responsible for any damage to such site or any property thereon resulting from such access and will indemnify the employee and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any sub-consultant or the Personnel of either of them.

10.3. Change in the Applicable Laws

If, after the date of this Contract, there is any change in the Applicable Laws with respect to taxes and duties levied in India which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly based on actuals, and corresponding adjustments shall be made to the ceiling amounts specified in financial proposal.

10.4. Difference of opinion between Employer and Consultant

Important matters involving professional judgment that might affect the proper evaluation or execution of the project, the consultants shall promptly submit to the employer a written report after which the employer may, if required consult the experts of funding agency and shall communicate the final decision to the consultant. In the case of a difference of opinion between the Employer and the Consultant on any.

11. Liability of GC to NMRC

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

GC shall only be liable to pay compensation to NMRC arising out of or in connection with the Agreement if a breach of Contract is established against him.

Such compensation shall be limited to the amount specified for PII.

12. Duration of Liability

NMRC shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made before the expiry of the relevant period stated in Special Conditions of Contract, or such earlier date as may be prescribed by law.

13. Agreement Effective Date

The Contract shall come into effect from the date of issue of the Letter of Acceptance. Substantial mobilization of the professional personnel and staff as required should be completed within the first forty five days period.

14. Commencement and Completion

The Services shall be commenced and completed at the times or within the periods stated in Special Conditions of Contract subject to extensions in accordance with the Agreement. Contract is completed unless terminated earlier pursuant to clause 14 here of, this Contract shall terminate when pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

15. Entire agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and may require the consent of Bank external financial institution/Government stakeholder, if applicable. However, any change which does not constitute an important modification of the contract and which does not affect the contract price approved by external financial institution/Government stakeholder, if applicable, shall not require a new consent of external financial institution/Government stakeholder for effectuation., however, each Party shall give due consideration to any proposal for modification made by the other Party.

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

17. Delays and Liquidated Damages

17.1. Time is the essence of the Contract. It shall be the bounden duty of the GC to strictly adhere to the time for performance of various services indicated in the Contract. In case of delays without valid reason the GC shall be liable to pay liquidated damages as given in SCC.

17.2. Liquidated damages shall be imposed as described in Special Conditions of Contract.

18. Exceptional Circumstances

If circumstances arise for which the GC is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Contract, he shall promptly dispatch a notice to NMRC.

In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until circumstances no longer apply plus a reasonable period not exceeding 7 days for resumption of them.

19. Abandonment, Suspension or Termination by Notice of NMRC

19.1. Suspension

- (i) NMRC may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to GC who shall immediately make arrangements to stop the Services and minimize expenditure. NMRC may, by written notice of suspension to the Consultant, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Consultants of such notice of suspension. Such suspension may be revoked on proof of remedial action by the consultant to the satisfaction of the Employer

19.2. Termination

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultant [except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days] such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause, terminate this Contract:

- a) if the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 hereinabove, within (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing
- b) if Consultant (or, if the Consultant consist of more than one entity, if any of their Members) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

or voluntary

- c) if the Consultant, fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause .. thereof
- d) if the Consultant, submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultant know to be false
- e) if, the Consultant unilaterally abandons work on the contract or does not perform any work or does not render any services for a period of 30 days
- f) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period not less than sixty (60) days
- g) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- h) if the Consultant promises, offers or gives any bribe, commission, gift or advantage , either himself or through his partners , agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other Contract with the employer,
- i) if the Consultant suppresses or gives wrong information while submitting the bid,
- j) in case of failure to commence the services within the time specified in tender hereof .

20. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 17 or 18 hereof, the Consultant shall, immediately upon dispatch or receipt of such notices, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

21. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 19 hereof, the Employer shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- (i) Remuneration pursuant to financial proposal hereof for Services satisfactorily performed prior to the effective date of termination;
- (ii) Reimbursable expenditure pursuant to financial proposal hereof for expenditure actually incurred prior to the effective date of termination; and
- (iii) The consultant shall not be entitled to any other payment (including compensation) on termination of the contract

22. Rights and Liabilities of the Parties

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.

23. Payment to the Consultant.

The cost of the Services is set forth in financial proposal. Payments under this Contract shall not exceed the ceilings in foreign and local currencies specified in the

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

financial proposal. The consultant shall notify the employer as soon as cumulative charge incurred for the services have reached 80% of the ceiling. For any payments in excess of the ceilings, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment

Remuneration and reimbursable expenditures for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with commencement of contract and (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SCC. Reimbursable expenditures actually and reasonable incurred by the consultants in the performance of the services. Remuneration to the GC will be paid on the basis of man month deployment of the experts.

NMRC shall pay the Price to the GC for actual engagement of expert on monthly basis for the performance of services as described in Volume 4 (Financial Packages) of tender documents, Unless the SCC provides for the price adjustment of the remuneration rates, the remuneration shall be fixed for the duration of the Contract. In case the Consultant does not deploy an expert which has otherwise been planned for deployment as per the approved rolling deployment schedule, for the reasons attributable to the Consultant, the remuneration for the non-deployed person shall not be paid for the period of non-deployment and a recovery equivalent to 20% of the remuneration of the non-deployed expert for non- deployment period shall be made

Payment terms

- a. Payment shall be made based on the actual engagement of expert , supports staff, monthly reimbursable on monthly basis as described in Volume 4 (Financial Packages)
- b. Income Tax is deductible at source while effecting payment of bills at the prescribed percentage as per the orders of the government.
- c. No payment shall be made in advance
- d. No payment shall be made for item rejected
- e. GST if claimed, will be reimbursed only if the GST registration number is mentioned in the invoice. In the absence of GST registration number, gst WILL NOT BE REIMBURSED, Further , GST will be reimbursed only when GST is reflected on the GST portal (GSTR2A of NMRC)
- f. Quote PAN nad GST on all correspondence , bills, vouchers and other documents otherwise TDS at higher of the prescribed rate will be deducted.
- g. All payments to the GC will made by e-Payment/Account payee cheques. Monthly payment shall be made on receipt of the bill complete & correct in all respect along with the supporting document subject to deduction of statutory charges/taxes/duties/levies etc.
- h. Bills, correct in all respect shall be submitted to Engineer-In-Charge, in original and duplicate along with supporting document who will arrange payment through department, NMRC.
- i. TDS and GST TDS on monthly invoice of bidder is deducted while processing monthly bills as per Govt. Guidelines.
- j. The agency must ensure timely payment of salary, PF, ESI, etc. and prompt medical facility to sick/injured and to all staff.
- k. In case of the MSME contractor payment will be made as per the MSME

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

guidelines.

- I. No amount of interest will be payable by NMRC, in case of delay or any other account .

24. Priority of Documents

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:

- (i) The Contract Agreement;
- (ii) The Letter of Acceptance;
- (iii) Pre & Post Bid Proceeds;
- (iv) Form of Tender;
- (v) Notice Inviting Tender;
- (vi) Instruction to Tenderers ;
- (vii) Scope of Work;
- (viii) The Special Conditions of Contract;
- (ix) The General Conditions of Contract;
- (x) The Payment Schedules;
- (xi) The GC's Proposal; and
- (xii) Any other document forming part of the Contract.

25. Currency of Payment

All payments shall be made in Indian Rupees as quoted in Pricing Document – (Volume-4) of the tender documents.

26. Disputed Invoices

If any item or part of an item in an invoice submitted by the GC is contested by NMRC, then NMRC shall make the payment as per their calculation.

27. Languages

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract

28. Assignment and Sub-Contracts

- (i) The GC shall not, without the written consent of NMRC, assign the benefits from the Agreement other than money.
- (ii) The GC shall not assign obligations under the Agreement (to Sub-Consultant/ Sub-Contractors) without the written consent of NMRC.

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

- (iii) The GC shall not without the written consent of NMRC initiate or terminate any sub-contractor for performance of all or part of the Services.

29. Copyright

The copyright of all documents and drawings prepared by the GC in performance of the Services under the Agreement shall be vested in NMRC. Provided that the GC may retain copies of the documentation prepared by them and may use and adapt the contents of such documentation for his own use.

30. Notices/Communication

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in clause 28. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or sent by registered mail, telex/telegram or facsimile/ on e-mail to such Party at the address specified in the tender or SCC. A Party may change its address for notice here under by giving the other Party notice of such change.

31. Publication

Unless otherwise specified in the Service Agreement, GC, either alone, or jointly with others, can publish material relating to the Services. Publication shall be subject to approval by NMRC, if it is within two years of completion or termination of the Services.

32. Claims for Loss or Damage

Subject to Clause 11, any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between NMRC and the GC, failing which the same shall be referred to arbitration in accordance with Clause 33.

33. Taxes and Duties

The GC and their personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Laws, the amount of which shall be deemed to have been included in the Contract Price. All payments to both resident and nonresident consultants, sub-consultants etc., will be subject to deduction of tax at source in accordance with the provisions of the Indian Income tax Act and any other applicable law. In addition, they shall pay all taxes, fees and other impositions as may be applicable in their country of origin, as per their laws and regulations.

34. Monitoring by External Financial Institution/Government stakeholder

Without assuming the responsibilities of the employer or the consultants, external

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

Financial institution(if applicable)/Government Stakeholder) may monitor the services as necessary in order to satisfy itself that it is being carried out in accordance with appropriate standards and is based on acceptable data. As, appropriate,/Government Stakeholder) may take part in discussions between the employer and the consultants. However,/Government Stakeholder) shall not be liable in any way for the performance of services by reason of such monitoring or participation in discussions. Neither the consultants shall be released from any responsibility of this contract by reason of Bank's monitoring or participation in discussion

35. Conciliation and Arbitration

35.1. Procedure for Claims

If the GC intends to claim any additional payment under any clause of these Conditions or otherwise, the GC shall give notice to NMRC as soon as possible and in any event within 28 days of the start of the event giving rise to the claim. The GC shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The GC shall keep such contemporary records as may be necessary to substantiate any claim. Without admitting NMRC's liability, NMRC shall on receipt of such notice, inspect such records, monitor the record-keeping and/or may instruct the GC to keep further contemporary records. The GC shall permit NMRC to inspect all such records, and shall (if instructed) submit copies to NMRC.

Within 28 days of such notice, or such other time as may be agreed by NMRC, the GC shall send to NMRC a fully detailed claim which includes full supporting particulars of the basis of the claim and additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- a) this fully detailed claim shall be considered as interim;
- b) GC shall send further interim claims at monthly intervals, giving the accumulated amount claimed, and such further particulars as NMRC may reasonably require; and
- c) the GC shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by GC and approved by NMRC.

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

35.2. Payment for Claims

The GC shall be entitled to have included in any Interim Payment Certificate such amount for any claim as NMRC considers due. If the particulars supplied are insufficient to substantiate the whole of the claim, the GC shall be entitled to payment for such part of the claim as has been substantiated.

35.3. No legal action till Dispute Settlement Procedure is exhausted.

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

Any and all Disputes shall be settled in accordance with the provisions of Clause 33. 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 33 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.

35.4. Notice of Dispute

For the purpose of Sub-Clause 33.5, 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 NMRC.

35.5. Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

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

35.6. Conciliation

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

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

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

35.7. Conciliation Procedure

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

- a) NMRC shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the GC who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.
- b) There will be no objection if conciliator so nominated is a serving employee of NMRC who would be Deputy HOD level officer and above.
- c) NMRC and the GC 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.

35.8. Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

- a) by the signing of the settlement agreement by the parties on the date of agreement; or
- b) by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

- c) by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

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

35.9. Arbitration

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

- a) Only such dispute(s) or difference(s) in respect of which notice has been made under Clause 33.1 but could not be settled through Conciliation, together with counter claims or set off, given by NMRC, shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, Noida Metro Rail Corp. Rail Limited, Uttar Pradesh (MD/NMRC).
- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

35.9.1. Number of Arbitrators: The arbitral tribunal shall consist of:

- i. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
- ii. 3 (Three) arbitrators in all other cases.

35.9.2. Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

- i. In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/NMRC, NMRC will forward a panel of 03 names to the GC. The GC shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

request by NMRC. In case the GC fails to choose one Arbitrator within 30 days of dispatch of the request of NMRC then MD/NMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.

ii. In case of 3 Arbitrators:

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

35.9.3. Qualification and Experience of Arbitrators (to be appointed as per sub-clause 33.9.2 above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.

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

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

- 35.9.4.** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 35.9.5.** Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.
- 35.9.6.** It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act , 2015 or as amended up to date.
- 35.9.7.** If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the contractor(s), he/they will be deemed to have waived his/their claim(s) and NMRC shall be discharged and released of all liabilities under the contract in respect of these claims.
- 35.9.8.** Arbitration proceedings shall be held at Noida,U.P, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 35.9.9.** The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.

35.9.10. The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

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

35.9.12. A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

35.10. Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

35.11. Cost of Conciliation / Arbitration

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

35.12. Jurisdiction of Courts

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

35.13. Suspension of Work on Account of Arbitration

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 NMRC, NMRC and the GC 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

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

payments to the GC shall continue to be made in terms of the Contract.

36. Force Majeure

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a. Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non- performance or delay in performance.
- b. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.
- c. If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.
- d. 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.
- e. 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.
- f. If the Contract is terminated under this Clause, the Consultant shall be paid fully for the work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any plant and material 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.
- g. If neither party issues notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract will continue to have effect as such.
- h. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

37. Consultant's Warranty

- (i) The Consultant shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Consultant's proposal.
- (ii) The Consultant warrants that the Consultant'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 Consultant's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Consultant's own cost.
- (iii) The Consultant warrants that the Works have been or will be designed to the highest standards available using proven up-to-date good practice
- (iv) The Consultant 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 Consultant's design responsibility and/or warranty set out in this Clause.
- (v) The Consultant further specifies and is deemed to have checked and accepted full responsibility 'for the Consultant' s Proposal and warrants absolutely that the same meets the Employer's Requirements:
 - a) Notwithstanding that such design may be or have been prepared, developed or issued by the Employer, any of Consultant's consultants, his sub Consultants and/or his qualified personnel/persons or cause to be prepared, developed or issued by others.
 - b) Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person.
 - c) Notwithstanding that the same have been accepted by the Engineer.

The Consultant shall be fully responsible for the drawings, designs etc. & 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.

No claim for additional payment or extension of time shall be entertained and/or the Consultant 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 Consultant's, the Definitive Design and the final design, or any failure by the Consultant to prepare any Design Data or submit the same to the Engineer in due time and the Consultant shall promptly make good any such defect at his own cost.

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

38. Professional Indemnity Insurance (PII)

The GC shall affect and maintain Professional Indemnity Insurance for the amount in **India Rupees equal to the contract value** payable to GC in respect of consultancy work to be carried out by, or on behalf of them. The GC shall produce evidence of coverage of the Professional Indemnity Insurance before any payment is released. The insurance which shall ensure the GC's liability by reason of professional negligence and errors in the consultancy works, shall be valid from the date of commencement of works, until two years after commissioning of work. It is a deemed accepted condition of contract that the GC indemnifies and save harmless NMRC from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc.

The Employer will not issue final payment certificate until the GC has produced evidence that coverage of Professional Indemnity Insurance has been provided for the aforesaid period.

In the professional indemnity insurance policy, the deductible amount shall not be more than 5% of AOA limit.

39. Corrupt and fraudulent practices

39.1. Definition

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:

- a) 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 of employer, engineer or any of their employees, influence in the procurement process or in contract execution; and
 - ii. "fraudulent practice" means a concealment or misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
 - iii. "collusive practice" means amongst Bidders (prior to or after bid submission) a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive NMRC of the benefits of free and open competition.
 - iv. "coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any Agency or NMRC or its employees/ consultants or its property, to influence improperly the actions of an Agency or NMRC or its employees/ consultants, obstruction of any investigation or auditing of a Procurement/ Contract process.

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

- v. Breach of any of the contract condition during execution.
 - vi. "Suspension". Business dealings with an Agency may be suspended in exceptional cases if there is gross and blatant violation of the provisions of the Suspension/Banning Policy by the Agency and it is considered not desirable to continue the business with the Agency pending detailed enquiry for Banning of Business Dealing. Suspension shall be for a period upto six months from the date of approval of decision of Suspension.
 - vii. "Banning". Shall mean officially debarring or forbidding an Agency from participating as Vendor/Supplier/Contractor etc. with NMRC, for its requirement related to all Tenders / Contracts. Business dealings with an Agency may be banned if it violates/ infringes the provisions of the Suspension/ Banning policy of the NMRC. Banning shall be for a period ranging from one year from the date of issue of Banning Order or Suspension Order (if suspension imposed on the Agency) and upto five years.
- b) Will reject the tender for the work or rescind the contract if the employer determines that the bidder/ contractor has engaged in corrupt or fraudulent or collusive or coercive 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 or collusive or coercive practices in completing for, or in executing the contract.
 - d) The successful bidders/ contractors shall apprise the employer through chief vigilance officer, NMRC of any fraud/ suspected fraud as soon as it comes to their notice.
- 39.2.** In the event of rescission of Contract under Sub-clause 37.33.1, the Contractor shall not be entitled to any compensation whatsoever, except for the Work done up to the date of rescission, payable as per the provisions of the Contract.

40. Location

The Services shall be performed at such locations as are specified in SCC hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.



NOIDA METRO RAIL CORPORATION LIMITED

CONTRACT NO: NMRC/Projects/NGNEGC/2026/454

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

VOLUME-2

Special Conditions of Contract (SCC)

**NOIDA METRO RAIL CORPORATION LTD.
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.

PART II - SPECIAL CONDITIONS OF CONTRACT

	Clause	Page
1.	Clause 1 Definitions	3
2.	Clause 3.13 Release of Performance Security	3
3.	Clause 12	3
4.	Clause 14	3
5.	Clause 16	4
6.	Clause 27	5
	Clause 30	5
	Clause 40	5
	Clause 33	6
	Sub clause 35.9	7
	Sub clause 35.9.2	7
	Clause 38	7
8.	Clause 23 Time for Payment	8
	Clause 3.13	8
9.	Clause 3.13	8
10.	Clause 3.4	8
11.	Clause 3.5	9
12.	Clause 9	10
13.	Clause 17	10
14.	Additional clause 1	10
15.	Additional clause 2	10

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Cl. No.	GCC Cl. Ref.	
1.	Clause 1 “i”	Definitions Project- “General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works”.
2.	Clause 1 “ii”	Services –“The service defined in volume 3 “scope of work” of the tender document to be performed by the consultant in accordance with the agreement which include any variation to the service instructed in accordance with the agreement “
3.	Clause 1 “v”	Sub-Consultant or Subcontractor are not permitted to be engaged.
4.	Sub Clause 3.13	Release of Performance Security On operation of corridor of the entire work, one half of Performance Security shall be refunded to the consultant, on issue of Taking over Certificate by the Employer. This shall not relieve the consultant from his obligations and liabilities, to make good the defects that may be detected during the Liability Period. 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 Liability Period.
5.	Clause 12	Duration of Liability shall be a period of 24 months reckoned from 'the date of completion as mentioned in the completion certificate' OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public and E&M systems are tested and put to use' whichever is later.
6	Clause 14	The date of Commencement for Projects shall be the date of issue of letter of acceptance. Substantial mobilization of the professional personnel and staff as required should be completed within the first forty five days period. The time period shall be 48 Months after issue of date of Commencement.

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

	<p>7. Clause 16</p>	<p><u>Add the following at the end of GCC Sub Clause 16.1:</u></p> <p>a) Employer will not entertain any cost implications and time impact claims under any circumstances arising out of below works which is not defined as “change in scope” in this Contract:</p> <p>i) Any change in the alignment, length of the corridor, track length or the number, area, design and location of stations.</p> <p>ii) Re-invitation of bids and the associated bid process management.</p> <p>iii) Commissioning and commercial operations of the Project in stages.</p> <p>iv) Any change in number and form of bid packages defined in Volume 3: Scope of Work.</p> <p>v) Re-works (if any) arising out of design alteration/modifications due to system wide interface coordination, due to system integration, due to any other requirements essential for ensuring system integration, passenger safety, security and surveillance requirements of various civic/Government authorities/stakeholders, due to comments/suggestions or mandatory compliances of authorities along with stipulated compliances issued through government circulars, gazette notifications, office orders, guidelines issued by various departments pertaining to public health, safety amenities, due to any defective design, gross negligence diagnosed later due to non-compliance with codes and standards.</p> <p>Errors omissions, ambiguities, inconsistencies, inadequacies and other defects if found at any stage in any report or documents, shall be rectified by the Consultant at his own cost and any approval or consent or review by Employer shall not relieve the Consultant from any obligations or responsibility under the Contract.</p> <p>b) Any such requirements limited to this clause only, issued by Government through change in legislation or made mandatory through government circular, gazette notifications, office orders at later stage after the works have been completed may be considered as “change in scope” upon written request by the Consultant to the Employer and additional deployment period and the cost shall be worked out as per the respective remuneration of the Key Expert.</p> <p>c) The Consultant shall be bound to carry out and complete the stipulated work irrespective of percentage of variation in</p>
--	---------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

		quantities of individual items, at the same rate as specified in the Bill of Quantities in Price bid subject to variation in the value of the Contract being limited to 50% of original accepted Contract value.
6.	Clause 27	Language of the Agreement shall be English.
7.	Clause 30	<p>Notices shall be delivered to: ----- -----.</p> <p>General Manager/Project Noida Metro Rail Corporation Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India</p> <p>Attention } shall be communicated to successful bidder Facsimile } at the time of signing of contract agreement</p> <p>For the Consultant: <i>This shall be filled in at the time of preparation of Contract Agreement</i></p> <p>----- Attention: ----- Facsimile:</p>
8	Clause 40	Consultant shall be required to open their office within 45 days from the Commencement/ Effective Date at Noida/Greater Noida for performing the services defined in Scope of Work. The Services shall be performed at site locations in Noida and Greater Noida or at such locations as are specified by NMRC and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Employer may approve

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

9.	Clause 33	<p>Additional Clause: Changes in Taxes/Duty</p> <p>a. “Change in Taxes/Duties/Levies” means the occurrence or coming into force of the following, at any time after the date of submission of tender.</p> <ul style="list-style-type: none"> i. any new tax which is imposed on Composite Works Contracts applicable on Metro Project. ii. Change in the rate of GST on Composite Works Contracts applicable on Metro Project as per GST Act. <p>b. The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in Contract Price will be applicable up to the stipulated date of completion of the Work including the extended period of completion or it is specifically mentioned that extension is with adjustment for changes as stated above.</p> <p>c. If the extension of contract period is on account of contractor’s fault, no compensation shall be made towards upward revision towards “change in Taxes/Duty (taking place during the said extended contract period)” as mentioned at Sl. No. (a) (i) & (ii) above. Any benefit on account of downward revision towards “change in Taxes and Duty” as mentioned at Sl. No. (a) (i) & (ii) above, during the original contract period or extended contract period shall be on employer’s account.</p> <p>d. Any other changes (except on account of Clause (a) (i) & (ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause provided in the Contract and in Contract where Price Variation Clause is not provided, the impact on any other change (except on account of Clause a(i) & (ii) above in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price.</p> <p>e. Also, the Contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender.</p>
----	-----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

10.	Sub- Clause 35.9	<p>“The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by General Manger/Project on behalf of MD/NMRC” at following address:</p> <p>Office of General Manger/Project,</p> <p>Noida Metro Rail Corporation Ltd. Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida-201301, District Gautam Budh Nagar, Uttar Pradesh, India; Tel: 011-23415838</p>
11.	Sub- Clause 35.9.2	<p>In case of Sole Arbitration: Within 60 days from the day when a written and valid demand for arbitration is received by General Manager Project/NMRC on behalf of MD/NMRC, the Employer will forward a panel of 03 names to the Contractor.</p>
12.	Sub- Clause 35.9.2	<p>Within 60 days from the day when a written and valid demand for arbitration is received by General Manager Project/NMRC on behalf of MD/NMRC, the Employer will forward a panel of 05 names to the consultantr.</p>
13.	Clause 38	<p>In addition to the GCC Clause no. 38</p> <p>The GC shall effect and maintain professional Indemnity Insurance (PII) with AOA (any one accident) limit in INR equal to contract value in respect to all works covered under scope of work to be carried out by, or on behalf of them with AOY (any one year) limit of two incidents in a year. PII Policy shall be obtained within four weeks from ‘date of commencement’ and before any payment is released to GC. The insurance which shall ensure the GC’s liability by reason of professional negligence and errors in respect of all works covered under scope of work, shall be valid from the date of commencement of works, until two years after commissioning of work. It is a deemed accepted condition of contract that the GC indemnifies and save harmless NMRC from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc.</p> <p>NMRC will not issue final payment certificate until the GC has produced evidence that coverage of Professional Indemnity Insurance has been provided for the aforesaid period.</p> <p>In the professional indemnity insurance policy, the deductible amount shall not be more than 5% of AOA limit.</p>

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

14.	Clause 23	<p>The formula for Calculation of Escalation in Consultancy Fee</p> <p>The staff month rate (payable in Indian Rupees) shall be calculated annually w.e.f. the date of signing of contract as per formula given below: The adjustments will be made in 12 month intervals only.</p> $X1 = XC1/ C$ <p>X = Basic rates of remuneration, quoted in the offer.</p> <p>X1 = Escalated rates of remuneration for the period under consideration.</p> <p>C = General Consumer price index number for urban employees, for the month and year of signing of the contract for Delhi NCR, published by Government of India.</p> <p>C1 = Arithmetic average of the General consumer price index number, for urban employees, for Delhi NCR for the period for which adjustment is to be worked out.</p>
15.	Clause 3.13	<p>In case the Contract value exceeds beyond 25% of the Original Contract Value, the Contractor shall have to submit additional Performance Security as follows:</p> <p>(a) If variation amount on plus side exceeds 25% of the Original Contract Value either due to Employer's variation or due to Contractor's variation, the Contractor shall submit additional performance security equal to an amount of 5% of the total variation</p> <p>(b) No additional Performance Security will be required to be submitted if the variation amount on plus side is within 25% of the Original Contract Value.</p>
16	Clause 3.4	<p>The Consultant shall be responsible for, and shall indemnify the Employer, in respect of loss of or damage to equipment and materials furnished by the Employer, or purchased by the Consultant in whole or in part with funds provided by the Employer.</p> <p>The Consultant undertakes full responsibility in respect of life, health, and accidents for the Experts and for the dependents of any such Expert.</p> <p>The Consultant shall indemnify the Employer from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of any nature that may be</p>

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.

		<p>imposed on, incurred by or asserted against the Employer during or in connection in the Services by reason of:</p> <p>a. Infringement or alleged infringement by the Consultant of any patent or other protected right; or</p> <p>b. Plagiarism or alleged plagiarism by the Consultant.</p> <p><u>Limitation of the Consultants' Liability towards the Employer</u></p> <p>a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds the total value of the Contract.</p> <p>b) This limitation of liability shall not:</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</p> <p>(iii) The Client shall indemnify the Consultant from and the Consultant shall not be liable for any claims resulting from the change of template for the Contract due to any procurement regulations, if any</p>
17	Clause 3.5	<p>The risks and the coverages shall be as follows</p> <p>a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-Consultants or their Personnel for the period of Consultancy.</p> <p>(b) Third Party liability insurance with a minimum coverage, for INR. 2 crores for the period of consultancy.</p> <p>(c) Project specific Professional Indemnity insurance policy with a minimum coverage equal to remuneration estimated . Global cover with specific mention of coverage of GC contract for NMRC is also acceptable. Validity of PII shall be upto two years beyond date of completion</p> <p>(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any sub-consultant, in accordance with the relevant provisions of Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be</p>

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

		appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.
18	Clause 9	The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave during the "Period of their engagement for the Services", and the Consultant's remuneration shall be deemed to cover these items
19	Clause 23	For each category of the personnel provided by the Consultant to the Employer, a monthly time sheet as directed by the Employer, shall be maintained by the Consultant, which shall be approved by the nominated official of the Employer. The above sheet shall be the basis for release of payment. The payment will be made on monthly basis against submission of an invoice by the Consultant which shall be supported by the originals of the time sheets duly approved by the nominated official of the Employer. Payment will be made only for the man days approved by the nominated official of the Employer.
20	Additional clause 1	<u>Approval of additional Key expert</u> If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs). If the Additional service of Expert(s) is required for carrying out services, the additional amount shall be payable to the Consultant for the approved period of deployment of the additional Expert based on the unit remuneration. Consultant shall prepare the deployment schedule of Experts in Consultation with NMRC keeping in view of the requirement of the project implementation schedule
21	Additional clause 2	Variation – Any extra work carried out on the instructions of Authority which is not included in the scope of work shall be executed based on the rates/provisions available in the agreement, however, wherever such rates/ provisions are not available, the same shall be mutually agreed upon between the GC and Employer before execution of such services.
22	Clause 17	The Consultant fails to deliver the assigned work within the stipulated time, shows undue delay in progress, or if any deficiency in performance or quality of work is observed, the Engineer-in-Charge shall have the authority to impose Liquidated Damages (LD). The amount of LD shall not exceed ten percent (10%) of the total Contract Value. The decision of the Engineer-in-Charge in this regard shall be final and

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.

		binding on the Consultant.
--	--	----------------------------

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.



NOIDA METRO RAIL CORPORATION LIMITED

CONTRACT NO: NMRC/Projects/NGNEGC/2026/454

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

VOLUME-2

Contract Forms

**NOIDA METRO RAIL CORPORATION LTD.
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.

ANNEXURE - 1

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(Reference Clause 3.13 of G.C.C.)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To

General Manager/Project,

Noida Metro Rail Corporation
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India

-----.

WHEREAS ---(Name of GC) ----- the Consortium/ Joint venture consisting of:

1. (Name of Lead Member of the Group and address)
2. (Name of Member of the Group and address)
3. (Name of Member of the Group and address)

(hereinafter called "the Consultant"), with M/s ----- as the lead member has undertaken, in pursuance of Contract No. NMRC/Projects/NGNEGC/ /2026 to execute the **General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works**

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified herein as security for compliance with his obligations in accordance with the Contract in lieu of cash deposits held by you for such compliance of obligation/performance Guarantee.

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant up to a total of ----- (amount of Guarantee)-----
-- (in words), such sum being payable in Indian Rupees, and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of ----- (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed thereunder or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.

- a. This guarantee shall remain valid up to 24 months after 'the date of completion as mentioned in the completion certificate' OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public whichever is later i.e. up to _____ (as per the present construction schedule) and shall be suitably extended if the commissioning of the project is delayed for whatsoever reason. The pendency of any dispute or arbitration or other proceedings shall not affect this Guarantee in any manner.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK _____

ADDRESS _____

DATE _____

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the '**Bank Guarantee**'.

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

ANNEXURE - 2

FORM OF AGREEMENT

This Agreement is made at Noida on day of (month & year) by and between:

(1) Noida Metro Rail Corporation (NMRC), with its office located at NMRC, Block-III, 3rd Floor, Ganga Shopping Complex, Sec- 29, Noida- 201301 India.

and;

(2)(Name of GC) [Note 1] comprising:

a), a company registered and existing under the laws of,with head office located at, represented by Mr. and Mr. authorised to sign and bind the company, under the Power of Attorney dated and the Board Resolution dated [Note 5]

b), a company registered and existing under the laws of, with head office located at, represented by Mr. and Mr. authorised to sign and bind the company, under the Power of Attorney dated and the Board Resolution dated [Note 5]

c), a company registered and existing under the laws of, with head office located at, represented by Mr. and Mr. authorised to sign and bind the company, under the Power of Attorney dated and the Board Resolution dated [Note 5]

[Note 2] who shall be jointly and severally liable for the undertaking of this contract; hereinafter [Note 3] collectively referred to as the "Consultant" of the other part.

WHEREAS the Consultant has established a [Note 4] in accordance with Indian law and offered a tender for the "**General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works**" as mentioned in contract documents and agrees to undertake performance thereof under the terms and conditions set forth in this Contract.

Both parties hereby agree as follows:

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.

Clause 1

NMRC agrees to hire and the Consultant agrees to be hired to implement the “**Contract NGNEGC: General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.**” under the terms and conditions specified in this Contract Agreement and the other Contract

Documents attached hereto as follows:

1. The Letter of Acceptance (LOA);
2. **Volume 1**
 - Notice Inviting Tender
 - Instructions to Tenderer
 - Forms of Tender
3. **Volume 2**
 - General Conditions of Contract
 - Special Condition of Contract
 - Contract Forms
4. **Volume 3**
 - Scope of Work
5. **Volume 4**
 - Pricing Document

All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract Documents. Also incorporated into these Contract Documents, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, ambiguity or discrepancy between the contents of the Contract Documents, the order of precedence shall be according to the General Conditions of Contract.

Clause 2 – Obligation of the Consultant:

The Consultant agrees, subject to the terms and conditions of the Contract Documents, to perform efficiently and faithfully all of the works of general consultancy **Contract NGNEGC: General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works** and other consultancy services necessary for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract Documents.

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works

Clause 3 – Obligation of the Employer:

The Employer agrees, subject to the terms and conditions of the Contract Documents, to pay the Consultant the amount specified, and at the rates and terms and in the manner set forth in the Contract Documents.

Clause 4 – Value of Services and Completion Time:

The Employer agrees to pay for the total cost of the Works and the Consultant agrees to accept the sums mentioned below in the following currencies, to be the total cost for the Service carried out by them as part of their obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

Price: (Schedule A, B, C & D)

Rupees (in words)

Rupees (in figures)

subject to adjustment in accordance with the provisions of GCC.

The above amounts include all taxes, royalties, duties, fees, cess, octroi, other levies etc. and any tax to be deducted at source excluding Service Tax.

The Consultant shall complete the Works within ----- (refer Clause 3 of SCC) from the date of commencement.

Clause 5 – Notices:

All notices called for by the terms of the Contract Documents shall be in writing in the English language and shall be delivered by hand or by registered mail, acknowledgement due, to the parties' addresses given below. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the following addresses or such other addresses as such party may subsequently notify to the other:

Employer

General Manager/Project
Noida Metro Rail Corporation
Block-III, 3rd Floor,
Ganga Shopping Complex,
Sec- 29, Noida- 201301

Consultant

.....
.....
.....
.....

Clause 6 – Integration

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

The Employer and the Consultant agree that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that it integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 7 – Governing Law

This Contract is enforceable and construed under the laws of the Republic of India.

Clause 8 – Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 9 – Jurisdiction of Court

The Courts at Noida/ Gautam Buddha Nagar shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

[Refer Note 6]

The Consultant

General Manager/Project
Noida Metro Rail Corporation
Block-III, 3rd Floor,
Ganga Shopping Complex,
Sec- 29, Noida- 201301, India

(a).....
.....

(.....)

WITNESS

(.....)

(b)
.....

(.....)

(c)
.....

(.....)

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.

WITNESS

(.....)

Notes: (for preparation of but not for inclusion in the engrossment of the Contract Agreement)

1. If the Consultant comprises a partnership, consortium or joint venture, liability will be joint and several, and each member thereof must be identified.
2. In the case that the Consultant comprises a single company, this line should be deleted entirely, as also should be paragraphs (b) and (c) above.
3. In the case that the Consultant comprises a single company, the word “collectively” should be deleted from this line.
4. Enter the appropriate nature of the Consultant; company, partnership, consortium or joint venture as the case may be.
5. Enter the date of the appropriate resolution.
6. If the Consultant comprises a partnership, consortium or joint venture, each member thereof must execute.